



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, May 20, 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. [Resolution appointing Colleen Robinson to the Peninsula Housing Authority Board of Commissioners](#)

[Resolution](#) 

3. [Resolution appointing David Gedlund to the Revenue Advisory Committee](#)

[Resolution](#) 

4. [Agreement with Washington Water Trails Association for water access and camping at Salt Creek Recreational Area Park](#)

[Agreement](#) 

5. [Pre-application questionnaire with Office of Crime Victim Advocacy for Victim Witness Assistance Grant](#)

[Pre-application questionnaire](#) 

6. [Agreement with Washington Association of Sheriffs and Police Chiefs for mental health field response \(2c\)*](#)

[Agreement](#) 

7. [Agreement for Kitsap Critical Incident Response Team](#)

Agreement 

8. Agreement with Department of Commerce for STOP Violence Against Women Formula Grant

Agreement 

9. Agreement with MUIR Communications LTD for radio connections

Agreement 

10. Letter of support for Washington State Department of Commerce for Clean Energy Grant

Letter 

Public Works

11. Letter to Rayonier Corporate Headquarters regarding the Olympic Discover Trail (1e)*

Letter 

Board of Commissioners

12. Agreement with Peninsula Behavioral Health for affordable sales and use tax 1406 funding grant

Agreement 

13. Agreement with Port Angeles Waterfront Center for 2024 Hotel/Motel Tax Funds/\$100,000

Agreement 

14. Agreement with Washington Festival and Events Education Foundation for 2024 Hotel/Motel Tax Funds/\$157,500

Agreement 

15. Agreement with Clallam County Public Works for 2024 Hotel/Motel Tax Funds/\$84,400

Agreement 

16. Agreement with Clallam County Parks, Fair and Facilities for 2024 Hotel/Motel Tax Funds/\$75,500

Agreement 

General Discussion/Items for Future Agendas:

- ? Department of Transportation Highway 101 Project Discussion (June 10 at 9 a.m.)
- ? Department of Natural Resources Meeting (June 17 at 1 p.m.)
- ? Department of Natural Resources Meeting (August 19 at 1 p.m.)
- ? Department of Transportation Highway 101 Project Discussion (September 9 at 9 a.m.)
- ? Joint Meeting with Port of Port Angeles (October 28 at 11 a.m. - hosted at BOCC)
- ? Department of Natural Resources Meeting (November 18 at 1 p.m.)
- ? Department of Transportation Highway 101 Project Discussion (December 9 at 9 a.m.)
- ? CASA Update (TBD)
- ? Fair Rodeo Update (TBD)
- ? Clallam Conservation District Update (TBD)
- ? Hearing Examiner Update (TBD)

EXECUTIVE SESSION

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

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

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AGENDA ITEM SUMMARY

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

MAY 20 2024

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 5/20/24

REGULAR AGENDA ☒ **Meeting Date:** 5/28/24

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:

A vacancy exists on the Peninsula Housing Authority Board of Commissioners due to an expired term.

A press release was issued April 2024 soliciting applications from interested citizens. No applications were received.

The current member with the expiring term notified staff that she would like to be considered for another term.

Peninsula Housing Authority endorses the reappointment of Colleen Robinson to the Peninsula Housing Authority Board of Commissioners.

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

None

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 5-15-24

* 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)

Peninsula Housing Robinson 5-28-24
Revised: 3-04-2019



RESOLUTION _____, 2024

REAPPOINTING A MEMBER TO THE
PENINSULA HOUSING AUTHORITY BOARD OF COMMISSIONERS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Peninsula Housing Authority Board of Commissioners due to an expired term.
2. A press release was issued April 2024 soliciting applications from interested citizens. No applications were received.
3. The current member with the expiring term notified staff that she would like to be considered for another term.
4. Peninsula Housing Authority endorses the reappointment of Colleen Robinson to the Peninsula Housing Authority Board of Commissioners.

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

1. **Colleen Robinson** is reappointed to the Peninsula Housing Authority Board of Commissioners for a term expiring March 10, 2029.

PASSED AND ADOPTED this 28th day of May 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mark Ozias

c: Appointee
Housing Authority
A22.162



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AGENDA ITEM SUMMARY MAY 20 2024

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 5-20-24**

REGULAR AGENDA ☒ **Meeting Date: 5-28-24**

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 |

Executive summary:

On February 20, 2024 the Board of Commissioners established a Revenue Advisory Committee (RAC) under BOCC Resolutions 15, 2024.

The RAC will confer with the County on issues related to state timber management, fiduciary responsibilities, trends, public engagement with State and Federal Forest management agencies, issues impacting timber management and revenues which benefit the community, and such other related matters as the Board of County Commissioners directs.

RAC shall consist of one representative from the County and each to the taxing districts, and the DNR. Each participating entity shall select a representative and alternate for continuity of committee discussion, participation and progress.

Resolution to appoint David Gedlund to the Revenue Advisory Committee.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Date submitted: 5-15-24

* 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)

Revenue Advisory Committee Gedlund 5-28-24

Revised: 3-04-2019



RESOLUTION _____, 2024

APPOINTING A REPRESENTATIVE TO THE REVENUE ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Department of Natural Resources (DNR) manages over 160,000 acres of state forest lands which include 93,000 acres of State Transfer Lands that help fund services in Clallam County such as roads, libraries, fire districts, ports, hospitals and emergency management.
2. DNR manages those certain state forest lands in trust for the benefit of Clallam County and the taxing districts within Clallam County. These beneficiaries are given most of the revenue from timber sales and other revenue-producing activities.
3. Clallam County, along with benefiting taxing districts within the County, are interested in forming an advisory group to share information and input regarding timber management and the resulting revenue distribution.
4. The County finds that such an advisory committee would be in the best interest of the County, the benefiting taxing districts within the County, and the community.
5. On February 20, 2024 the Clallam County Board of Commissioners established a Revenue Advisory Committee (RAC) under Resolution 15, 2024.
6. The RAC shall consist of one representative from the County and each of the taxing districts, and the Department of Natural Resources. Each participating entity shall select a representative and an alternate for continuity of committee discussion, participation and progress. RAC Members will serve for terms of three (3) years.

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

1. **David Gedlund** is appointed as the Quillayute Valley Park & Recreation - Alternate for a term expiring December 31, 2026

PASSED AND ADOPTED this 28th day of May 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)

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MAY 20 2024

Department: Parks, Fair, & Facilities

WORK SESSION ☒ **Meeting Date:** May 20, 2024

REGULAR AGENDA ☒ **Meeting Date:** May 28, 2024

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

Item Summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #10911.24.001 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other: |

Documents exempt from public disclosure are attached: ☐

Executive summary: *A letter of Agreement between the Clallam County Parks, Fair, & Facilities Department (PFF) and Washington Water Trails Association (WWTA) to designate and maintain a portion of Salt Creek Recreation Area (SCRA) for overnight camping in conjunction with the Cascadia Marine Trail.* <https://www.wwta.org/water-trails/cascadia-marine-trail/>

Budgetary impact: *The development cost of the site is approximately \$15,000. Expenses are born collaboratively by PFF & WWTA through grants, donations, existing operational funds, and volunteer labor. The perpetual care costs of the site are approximately \$1,500 annually. Expenses are born collaboratively by PFF & WWTA through grants, donations, existing operational funds, and volunteer labor.* (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: *PFF Staff and the County Parks Advisory Board recommend that The Board of County Commissioners Sign the Agreement* (Does the Board need to act? If so, what is the department's recommendation?)

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting: Don Crawford

Relevant Departments: Board of Commissioners, Parks, Fair & Facilities Department

Date submitted: 5.14.2024

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda item summary- Cascadia Marine Trail Agreement 5.2024
 ** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

LETTER OF AGREEMENT

Between Clallam County Parks, Fair, & Facilities Department (PFF) and Washington Water Trails Association for Water Access and Camping at Salt Creek Recreational Area (SCRA) Park

Clallam County Parks, Fair, & Facilities (PFF) and Washington Water Trails Association (WWTA) hereby enter into an agreement to designate and maintain a portion of Salt Creek Recreation Area (SCRA) for overnight camping in conjunction with the Cascadia Marine Trail.

1. Extent of this agreement:

- a. This agreement shall continue indefinitely until terminated. Either party may terminate this agreement with or without cause by giving 30 days written notice to the other at any time.
- b. The parties will periodically examine the operation of this agreement considering their actual experience hereunder. The terms of this agreement, as stated herein, may be supplemented, or amended only by written agreement of the parties.
- c. WWTA shall protect, hold harmless, indemnify, and defend, at its own expense, the PFF from any loss or claim for damages of any nature whatsoever, arising out of the negligence of WWTA or its employees.

That part of SCRA Park designated for camping use as part of the Cascadia Marine Trail is shown on the map attached hereto as Exhibits "A."

4. Terms of use of the camping sites by boating recreationists arriving in small non-motorized boats under human and/or wind power and that are beachable. WWTA may list the site as a public park included in the Cascadia Marine Trail, available for public use, with camping available only for parties accessing the sites by water only using human/wind-powered beachable craft.
 - a. There is a per-person fee for camping. Information on fees and reservations can be found at <https://www.clallamcountywa.gov/588/Salt-Creek-Recreation-Area>. Cascadia Marine Trail Users also have the option of paying the day of use at the SCRA self-pay Kiosk. Parties recognize that campsite use is not guaranteed without such reservation.
 - b. Camping at the designated sites will be on a shared basis. Camping will be limited to stays of two (2) or fewer consecutive nights.
 - c. Maximum total party size at each of the designated sites will be 12 persons. WWTA will recruit a volunteer Cascadia Marine Trail Site Steward to monitor the physical aspects of the camping area and supply volunteer work groups for the site as needed. Those groups/individuals will assist with

development and maintenance of the sites, after consultation with and under the direction of PFF & SCRA Staff.

- d. WWTa shall use reasonable efforts to cause the Washington State Parks and Recreation Commission to provide signage for the site conforming to the Cascadia Marine Trail signage.

A single fire ring is available for campfires in compliance with local fire marshal directives. Scavenging for wood is not permitted. Firewood can be purchased at SCRA. WWTa will not claim any interest or estate of any kind in the property other than the interest granted in this agreement.

The parties acknowledge that use of these facilities by WWTa and the general public shall be subject to the recreational use immunity provisions of RCW 4.24.200-.210.

WASHINGTON WATER TRAILS
ASSOCIATION

Board of Clallam County Commissioners

By _____
Executive Director

By _____
Chair

Date: _____, 2024

Date: _____, 2024

Approved as to Form


Dee Boughton, Chief Civil Prosecutor, Clallam County

EXHIBIT A

(Map showing location of Cascadia Marine Trail Campsite

[TO BE ADDED]

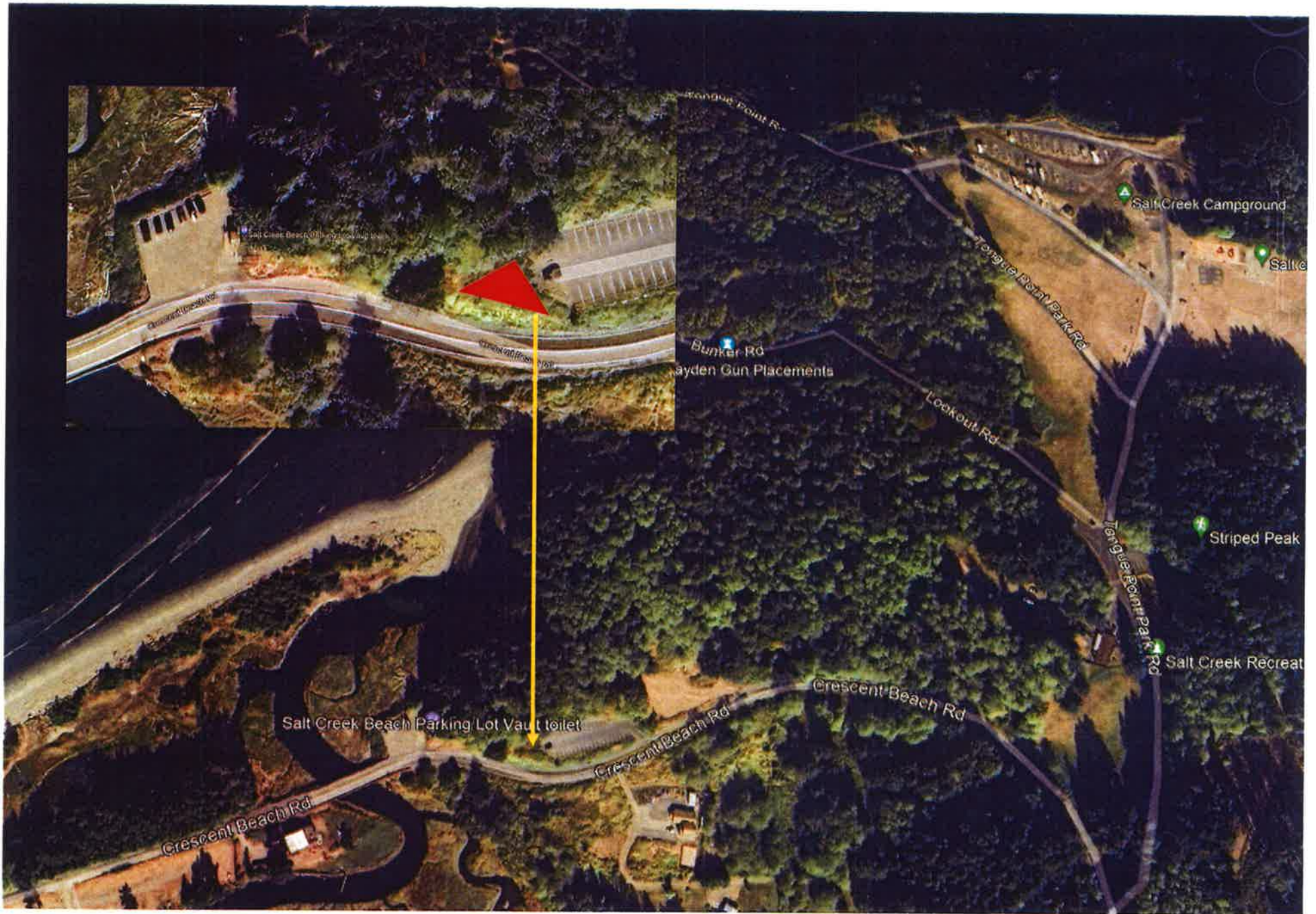
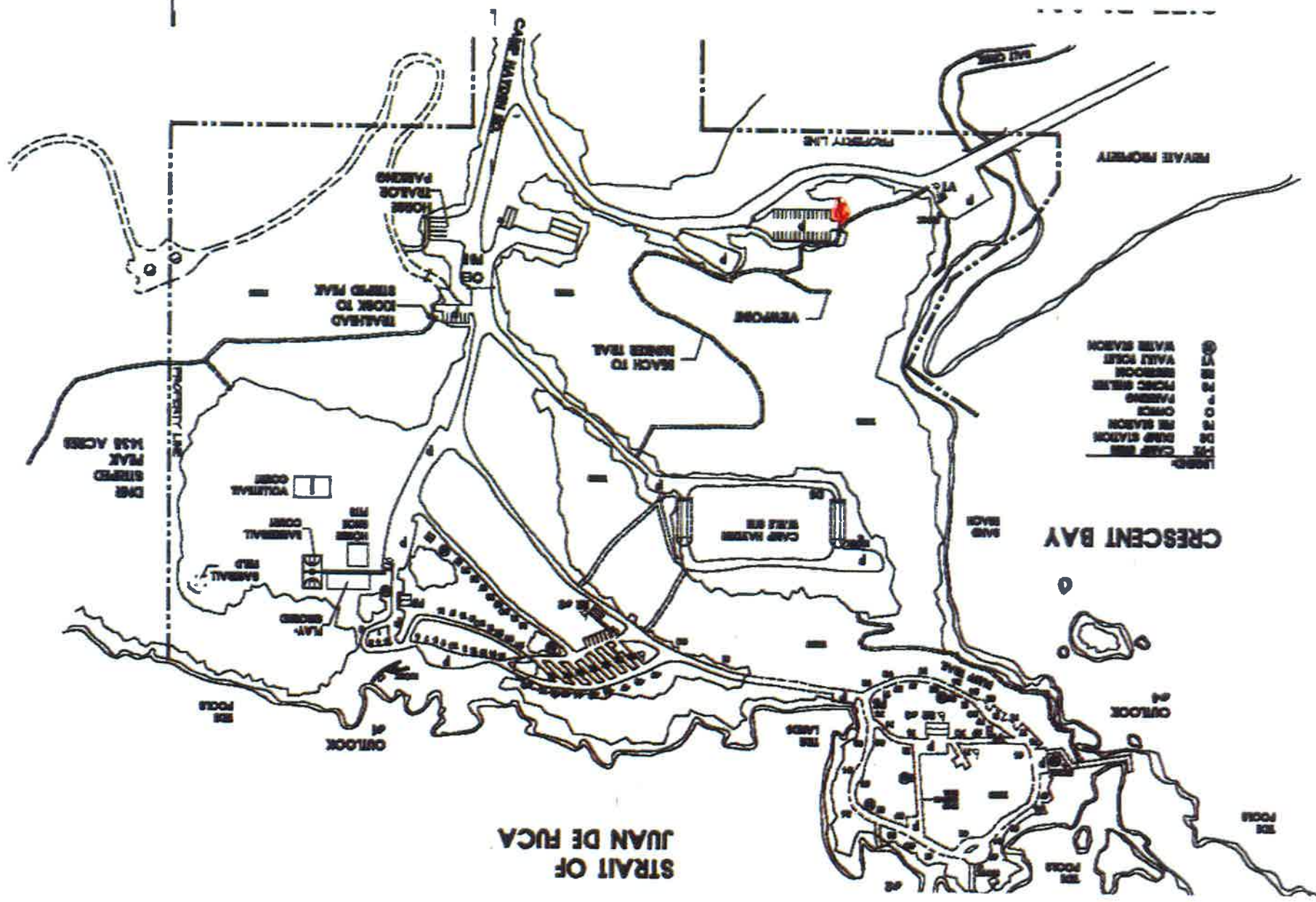


Exhibit A – Salt Creek Recreation Area (SCRA) PROPOSED Cascadia Marine Trail Campsite





AGENDA ITEM SUMMARY

MAY 20 2024

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

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date:** May 20, 2024

REGULAR AGENDA ☐ **Meeting Date:** none needed

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

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

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

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

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

Approval of application request by County Administrator. Application deadline is May 22, 2024.

County Official signature & print name: Mark Nichols

Name of Employee/Stakeholder attending meeting: Christi Wojnowski

Relevant Departments: Prosecuting Attorney's Office

Date submitted: May 15, 2024

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

Agenda Item Summary - VW Grant Request 5.23

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

Revised: 3-04-2019

Clallam County

Grant Application Information

DEPARTMENT: **Prosecuting Attorney's Office** DATE SUBMITTED TO W/S: **05/20/2024**

GRANT NAME: **Victim Witness Assistance** APPLICATION DEADLINE: **05/22/2024**

ISSUING AGENCY: **Office of Crime Victim Advocacy** IS THIS A RENEWAL? **Yes**

LENGTH OF GRANT: **12 Months** RENEWAL POSSIBLE? **Yes**

TOTAL AWARD: **\$62,230.00** ANNUAL AMOUNT: **\$62,230.00**

MATCH REQUIRED? **No** MATCH AMOUNT: **0.00**

DESCRIPTION OF GRANT AND PURPOSE:

To provide assistance to victims of crime with regards to the prosecution process.

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

This grant provides funding for a liaison to be available to victims of crime, which assists in holding defendants accountable for their crimes.

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

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 will allow for continued service. If the grant were not available, the services might not be provided once current funds in account were depleted.

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

Measurements are determined by the state and/or federal agencies that are providing the funding. There are quarterly reporting requirements that report the statistical data that is required for the funding.

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. The service provided through these grants funds was not available prior to the original grant that was received over 10 years ago.

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

There are no matches required of this grant.

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

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?

No. This grant is currently expected to fund nearly 70% of the salary and benefits for one of our full-time Victim Witness Coordinator positions, serving victims of the most serious cases in our felony division. We anticipate the continuance of this grant for future years, and will use a combination of grants and/or monies in the Local Crime Victim Comp fund to cover most of this position.

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

Yes. Required reporting is completed by the Victim Witness Coordinator with grant oversight provided by the Office Manager. The financial aspect of the grant including reimbursement requests and deposits, as well as application for annual funding, currently lies with the Office Manager.

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

We would not be able to provide assistance to the victims of crime as outlined in the Victim's Bill of Rights. Victims would need to seek advocacy services from outside agencies and would not have the direct prosecution process support that they are currently receiving.

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

This grant will be providing direct funding for nearly 70% of the salary and benefits of the Victim Witness Coordinator serving victims of our most serious cases in the felony division.

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

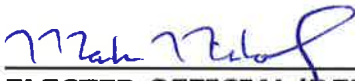
No

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

None. The revenues and expenditures are already in the budget for 2023. The 2023-2024 Victim Witness Assistance Grant will be built into the 2024 county budget when that process begins.

OTHER COMMENTS

This has been an on-going grant that covers the state's fiscal year of July 1st - June 30th.

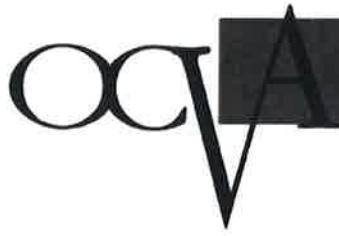


ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

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.



Office of Crime Victims Advocacy

Washington State Victim Witness Grant Program Application for SFY 2025

**Due to OCVA on or before
Wednesday; May 22, 2024**

For Grant Period: July 1, 2024 through June 30, 2025

**Return applications electronically to:
Cheryl Rasch
Victim Witness Grant Program Manager
Cheryl.Rasch@commerce.wa.gov**

The Victim Witness project will be supported with funding from both Washington State General funds and Federal Victims of Crime Act funds (VOCA). All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by Washington State or US Department of Justice.

The Office of Crime Victims Advocacy reserves the right to reduce, modify, or deny applications.

For assistance with this application, please feel free to contact the OCVA Victim Witness Program Manager, Cheryl Rasch at cheryl.rasch@commerce.wa.gov.

This project is supported by Victims of Crime Act Grants awarded by the Office for Victims of Crime, U.S. Department of Justice. Points of view in this document are those of the author, and do not necessarily represent the official position or policies of the U.S. Department of Justice.

Purpose

The purpose of the Victim/Witness Assistance Grant Program is to provide information and support for victims and witnesses of crime. This application details the process to procure funding from general state funds and the Washington State VOCA Formula Grant to provide Victim/Witness Assistance services for individuals who have experienced or been affected by harm (crime).

VOCA State Plan

Washington State's VOCA State Plan provides guidance on how VOCA funds are distributed. To develop this plan, OCVA established a group to conduct a statewide planning process. The process included multiple opportunities for input from crime victims, victim service providers, law enforcement, the courts, and other interested parties. The input yielded substantial consensus on key unmet needs of victims of crime and major challenges confronting service providers. The VOCA State Plan, first developed for 2015-2019, has been extended through 2023 based on stakeholder feedback and support. This application is responsive to a portion of the "Victim Witness assistance (system-based)" section of the VOCA State Plan.

VOCA Rule

A copy of the complete Rule is attached as **Addendum A - VOCA Rule - 28 CFR Part 94** to this application and is available at: <https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>

Eligibility

Eligible applicants must be a County prosecutor-based, victim-witness assistance program that provides, and can demonstrate a history of providing, effective services to crime victims, that have other sources of financial support, have the organizational capacity to provide the proposed services and be prepared to use these funds to provide services to victims of crime in Washington State.

Eligible grant activities which can be supported with this grant funding include services focused on providing support and information for victims, survivors and witnesses such as: advocacy on behalf of victims, crisis intervention, notification of criminal justice events` (case status, arrest, court proceedings, case disposition, release, etc.), information on victims' rights, victim impact statement assistance, assistance with restitution (includes assistance in requesting and when collection efforts are not successful), referral to community based victim assistance programs, information about and assistance completing the Crime Victim's Compensation (CVC) application, emergency financial assistance (EFA) (payment for items such as food and/or clothing, changing windows or locks, taxis, etc.)

Non-Eligible Services, Costs and Expenses which cannot be supported with this funding include, but are not limited to:

- any services that are related to or for the purpose of assisting with the prosecution of an offender
- issuing subpoenas
- taking notes in an interview to assist with information gathering for the prosecutor
- active investigation and prosecution of criminal activities
- capital expenses
- direct compensation for crime victims
- education and/or job training expenses
- food/beverages for trainings, meetings and conferences
- fundraising activities
- lobbying and administrative advocacy
- most medical costs
- VOCA funds cannot pay for nursing home care (emergency short-term nursing home shelter as described

in the VOCA Final Rule is allowable), home health-care costs, inpatient treatment costs, hospital care, and other types of emergency and non-emergency medical and/or dental treatment

- perpetrator/offender rehabilitation and counseling
- prevention education activities
- property loss that is not connected to the immediate health and safety of the client
- research and studies, including project evaluation
- restorative justice
- vehicle purchases

Please review the VOCA Rule (Addendum A) for additional restrictions.

Living Wage

OCVA strongly encourages all applicants to pay their employees a living wage. For more information on living wages in your county please visit the following website [National Low Income Housing Coalition](#).

VOCA Volunteer Requirement

VOCA funding requires that each grantee must utilize at least one volunteer directly supporting your direct service and/or service outreach activities in order to fulfill VOCA funding requirements. If you anticipate difficulty in meeting the volunteer requirement, please complete the [Volunteer Requirement Waiver Form](#) included in your certification packet that will be sent with your grant documents.

Determination of Suitability to Interact with Participating Minors/Background Checks

All Grantees providing direct services to victims of crime must do criminal history background checks (as stated in RCW 43.43.832, 43.43.834 and under Federal funding rules) for employees funded under this grant, those acting as volunteers under this grant, and other grant funded persons who may have access to children, people with developmental disabilities or vulnerable adults. Determination of suitability is required, in advance and the documentation in the organization files, for individuals who may interact with participating minors. This Victim Witness Staff Certification Form is to be completed for **new** staff charging to the grant. A search of required public sex offender and child abuse websites and criminal history registries and similar repositories of criminal history records must be completed at least every five years to determine suitability to interact with minors. Please only submit copies of the form with this application for staff that were not previously verified or need updated verification.

Funding Level, Distribution, Period of Performance

OCVA estimates that approximately \$2,667,285 will be available for this funding opportunity through June 30, 2025. This is about the same as the amount available in State Fiscal Year 2024 (SFY24).

The amount of funds available per agency is listed in **Attachment A - VW Assistance FY 25 Allocations**. Funding allocations per county were determined in consultation and partnership with Washington Association of Prosecuting Attorneys (WAPA) in response to recommendations from WAPA's membership. OCVA will fund projects resulting from this application for 12 months, July 1, 2024 through June 30, 2025. Round budget numbers to the nearest dollar in your application.

Equal Employment Opportunity Program

Funding for the Victim Witness Grant Program is subject to the Equal Employment Opportunity Program requirements. If you have questions regarding the Equal Employment Opportunity Program requirements, please visit the DOJ Office for Civil Rights website at www.ojp.gov/about/ocr/eeop for more information.

EEOP Certification Form

Your grant document will include the Certification Form for Compliance with the Equal Employment Opportunity Program Requirements.

VOCA Match Requirement

Each grantee is responsible to provide a 20% match for the VOCA portion of grant funds they receive. There is no match requirement for tribes. The VOCA Match Requirement that was waived during the Federal Pandemic Period is back in effect in SFY 2025. Your grant is currently funded with **State** Victim/Witness funding and **State** supplemental funds. If Commerce needs to add **Federal** VOCA funding to supplement these grants during the grant period, the Match requirement will be added back to the agreement.

Non-Supplanting of State and Local Funds

Federal funds must be used to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that they have appropriated for the same purpose. These grant funds must be used to expand or enhance a current program or service. Violation of the non-supplantation requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Position Descriptions for Staff

Position descriptions are required to be submitted for any staff being paid with VOCA funds and for any and all volunteers whose time is being used as match or to meet the volunteer requirement. If more than one grant funded staff member has the same job position, only one position description needs to be submitted. To ensure that position descriptions only include eligible activities, please be sure to either redact or revise any activities that support, or "appear" to support, the investigation or prosecution of an offender. If staff on the grant perform activities that do support the investigation or prosecution of offenders such as assisting with issuing subpoenas, grantees must note on the job description that such activities will not be billed to the grant.

Example: If language is included that may infer the support of investigations or prosecution of offenders such as "...assist with interviews", such language must be redacted or revised to show that the activity is support for the victim during interviews, not support for the case or prosecution.

APPLICANT AGENCY INFORMATION

Agency Name or Tribe (Applicant/Organization):

Authorizing Official's Name:

Authorizing Official's Title:

Authorizing Official's Email:

Please list any individuals who have been delegated signature authority on behalf of the authorizing official to enter into grant agreements:

--

Project Contact Name:

Project Contact Email:

Project Contact Title:

Project Contact Phone:

Fiscal Contact Name:

Fiscal Contact Email:

Fiscal Contact Title:

Fiscal Contact Phone:

As the duly authorized representative of the applicant, I hereby acknowledge the applicant has received notice that if awarded funding the recipient, and any subrecipients, will comply with the requirements, as applicable, in this application. Applicants unable to comply will be prohibited from receiving these funds.

1. I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
2. I certify that the Applicant has the legal authority to apply for any federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

Signature of Authorized Official

Date

PERSONNEL

Please draft your budget based on your agency's allocation as provided in Attachment A - VW Assistance FY 25 Allocations.

The Victim Witness Staff Certification Form (included as a separate file) is to be completed for new staff being charged to the Victim Witness Grant. Also, please submit a copy of the form with this application for any staff needing updated verification.

Salaries: List each staff name and position (or title) that will be billed to the Victim Witness Grant. The intent of this grant is to support victim assistance positions in each county in Washington State. *If there is more than one staff allocated to this grant, please provide a summary of the duties of each staff in the summary section below.* **Also include position descriptions for each staff member listed on the application. Staff listed in salaries must maintain time-keeping records that reflect actual effort.** If you have a Federally-Approved Indirect Cost Rate Agreement or use a Modified Total Direct Costs method, there is a separate budget worksheet for these.

PROJECT EMPLOYEE NAME & TITLE	% OF FTE OR HOURS/WEEK FOR POSITION	COMPUTATION OF SALARY RATE & FTE	AMOUNT TO BE CHARGED TO GRANT
	Direct Victim Services		
EXAMPLE Name, Victim Witness Assistant	.75	\$40,000/yr x 75%	\$30,000.00
TOTAL SALARIES			\$ 0.00

Benefits: Must be for the employee(s) named in salaries. Benefits should be based on actual known costs or an established formula.

PROJECT EMPLOYEE NAME & TITLE	ITEM AND COMPUTATION	AMOUNT TO BE CHARGED TO GRANT
TOTAL BENEFITS		\$ 0.00

Please use the space below to provide a narrative on the activities to be performed by the staff listed above (attach additional information on separate page, if needed):

GOODS AND SERVICES

Goods and services must be related to the services provided to victims through your victim witness assistance program. These costs may include, but are not limited to, space costs, mileage, trainings, phone service, program supplies, and emergency financial assistance. *Please check with your accountant or auditor if you are unsure about a particular cost.*

NOTE: *If you are allocating funds for Emergency Financial Assistance (EFA), please submit your policy regarding EFA.*

Computer Networks: *VOCA funding cannot be used to maintain or establish a computer network unless such networks block the viewing, downloading, and exchanging of pornography.*

ITEM	COMPUTATION OF ITEM	AMOUNT TO BE CHARGED TO GRANT
EXAMPLE: Space	400 sq. ft. x \$12.00/sq. ft. x .33 FTE (Calculated by square foot of space utilized by staff listed in salaries multiplied by cost per sq/ft, multiplied by FTE percentage paid by this grant.)	\$1,584.00
TOTAL GOODS AND SERVICES		\$ 0.00

☐ As the duly authorized representative of the applicant, I acknowledge my agency will be responsible for reimbursement to the Department of Commerce for paid costs that may later be determined as ineligible.

INDIRECT COSTS

Please select one option below. Costs incurred for common or joint objectives and therefore cannot be readily and specifically identified with a particular project or activity must be included in this section, as appropriate.

- ☐ We are **NOT** requesting reimbursement of indirect costs. Only direct costs will be charged to the grant.

Indirect Cost Rate Agreement or Proposal:

- ☐ We **have** a current federal-negotiated indirect cost rate agreement from our cognizant agency. **A copy of our most recent approved rate agreement and/or certification is attached.**
- ☐ We prepare and retain for audit an indirect cost rate proposal and related documentation to support those costs. **A copy of our most recent indirect cost rate proposal is attached.**

Modified Total Direct Costs (MTDC):

- ☐ We do not have a current federally-negotiated indirect cost rate agreement with our cognizant agency. We request as a condition of award to charge a flat *de minimis* indirect cost rate of up to 10% of modified total direct costs as defined in 2 CFR 200.68, "Modified Total Direct Cost (MTDC)". We understand that the *de minimis* rate will apply for the life of the award, including any future extensions for time, and that the rate cannot be changed even if we establish an approved rate with our cognizant agency at any point during the award period. **We have completed and attached the Modified Total Direct Costs Certification.**

Please complete the table if you selected an Indirect or MTDC option above (for MTDC, include the amount from the worksheet on the next page):

INDIRECT COST RATE (use decimals)	COMPUTATION	AMOUNT TO BE CHARGED TO GRANT
TOTAL INDIRECT		\$ 0.00

MODIFIED TOTAL DIRECT COSTS (MTDC) CERTIFICATION

Any non-Federal entity that does not have a current negotiated indirect cost rate may elect to charge a de minimis rate of up to 10% of modified total direct costs (MTDC). Using the 10% de minimis rate requires a clear understanding of how to calculate the rate. Basic information about calculating the rate is included in the 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Agencies should consider consulting a financial professional who is knowledgeable about this federal requirement before deciding whether to request this budget item.

_____ is electing to use the de minimis indirect rate of _____% of MTDC.
Agency/Organization Name

Modified Total Direct Costs Worksheet	
Add: Salaries + Benefits + Subgrantees + Contracted Services + Goods & Services	\$ 0.00
a. Amount of any subgrantee or contracted services line items that are over \$25,000	
b. Amount of rent costs included in Goods & Services	
c. Amount equipment costs included in Goods & Services	
d. Any other costs to subtract as required per Uniform Guidance	
Total of a. through d. above (amount to subtract)	\$ 0.00
Total Modified Direct Cost (MTDC) Base of Grant <i>(Subtract "total amount to subtract" line above from "category total" line at top)</i>	
MTDC Base of Grant x = allowable de minimis indirect cost amount	

By signing below, I certify that the applicant listed above does not have a current Federally-negotiated indirect cost rate for any awards and has received less than \$35 million in direct federal funding for the fiscal year requested.

In addition, the undersigned certifies that project costs will be consistently charged as either indirect or direct and will not be double charged or inconsistently charged as both, that project costs will be charged consistently between all Federal awards, and that the proper calculation, use and application of the de minimis rate is the responsibility of the applicant. OCVA may perform a financial monitoring review to ensure compliance with 2 CFR Part 200.

Signature of Authorized Official or Delegate

Date

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and sub-awards and subcontracts up to the first \$25,000 of each sub-award or subcontract (regardless of the period of performance of the sub-awards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each sub-award and subcontract in excess of \$25,000.

BUDGET SUMMARY AND NARRATIVE

BUDGET CATEGORIES	TOTAL AMOUNTS
SALARIES	\$ 0.00
BENEFITS	\$ 0.00
GOODS AND SERVICES	\$ 0.00
TOTAL DIRECT COSTS	\$ 0.00
INDIRECT	\$ 0.00
GRANT BUDGET	\$ 0.00
NON-FEDERAL MATCH	N/A

Please provide any additional information needed about the costs and activities included in the budget tables above. This information is used to demonstrate that funded services and activities are VOCA-eligible.

Please **do not** include any ineligible activities such as legal representation or activities that are directed at or support prosecuting an offender (interviews), support an active investigation, and/or activities related to gathering of evidence.

Please indicate the services you plan to provide with this grant during the grant period July 1, 2024 through June 30, 2025: (check as many as apply):

- ☐ Providing information on victim's rights
- ☐ Providing assistance in obtaining protection orders
- ☐ Providing information about the criminal justice process and status of the criminal case
- ☐ Accompanying to criminal court proceedings
- ☐ Providing support during legal processes including assistance with impact statements and restitution
- ☐ Notification of hearing and court dates
- ☐ Providing assistance in filing claims with Crime Victims Compensation (CVC)
- ☐ Providing referrals to resources as appropriate

Please briefly describe the services or activities you plan to deliver using these grant funds.

[illegible]

VW ASSISTANCE FY 25 ALLOCATIONS

VW Assistance Unit Grantees	SFY 25 Allocation
Adams County Prosecutor's Office	\$60,585
Asotin County Prosecutor's Office	\$65,676
Benton County Prosecutor's Office	\$80,787
Chelan County Prosecutor's Office	\$52,282
Clallam County Prosecutor's Office	\$62,230
Clark County Prosecutor's Office	\$63,894
Columbia County Prosecutor's Office	\$60,121
Cowlitz County Prosecutor's Office	\$61,146
Douglas County Prosecutor's Office	\$60,233
Ferry County Prosecutor's Office	\$60,230
Franklin County Prosecutor's Office	\$62,707
Garfield County Prosecutor's Office	\$60,068
Grant County Prosecutor's Office	\$62,837
Grays Harbor Prosecutor's Office	\$62,170
Island County Prosecutor's Office	\$60,440
Jefferson County Prosecutor's Office	\$65,927
King County Prosecutor's Office	\$144,311
Kitsap County Prosecutor's Office	\$64,683
Kittitas County Prosecutor's Office	\$61,328
Klickitat County Prosecutor's Office	\$60,643
Lewis County Prosecutor's Office	\$62,309
Lincoln County Prosecutor's Office	\$60,314
Mason County Prosecutor's Office	\$61,870
Okanogan County Prosecutor's Office	\$61,257
Pacific County Prosecutor's Office	\$60,636
Pend Oreille County Prosecutor's Office	\$60,397
Pierce County Prosecutor's Office	\$81,670
San Juan County Prosecutor's Office	\$60,493
Skagit County Prosecutor's Office	\$61,695
Skamania County Prosecutor's Office	\$60,343
Snohomish County Prosecutor's Office	\$80,444
Spokane County Prosecutor's Office	\$68,905
Stevens County Prosecutor's Office	\$68,000
Thurston County Prosecutor's Office	\$72,197
Wahkiakum Co Prosecutor's Office	\$60,125
Walla Walla County Prosecutor's Office	\$61,818
Whatcom County Prosecutor's Office	\$60,461
Whitman County Prosecutor's Office	\$60,452
Yakima County Prosecutor's Office	\$65,541

ONLINE CIVIL RIGHTS TRAINING

The Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice offers an online training to recipients of Office for Victims of Crime funding to assist them in meeting their federal civil rights obligations. The online training, which consists of six segments and self-tests, provides an overview of applicable nondiscrimination laws and the general civil rights obligations that are tied to grants awarded by the Justice Department. The training needs to be completed every other year.

You only need to submit this form for new staff taking the training or staff needing to update training for the FY 2025 fiscal year.

Applicants and other recipients receiving funds under this application must complete the Office of Justice Programs, Office for Civil Rights – Training for Grantees located at: <http://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>.

There are six modules to the online training; one is optional (see below). You do not need to complete all modules at one time; however, the online training must be up-to-date prior to the start of any grant resulting from this application. You will not receive a certificate of completion from the online training.

Provide the name of the employee who completed the training and the date(s) the training was completed.

Office for Civil Rights — Training for Grantees https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm		DATE COMPLETED
1.	Overview of the Office for Civil Rights and Laws Enforced	
2.	Service to LEP Persons	
3.	State Administering Agencies (optional)	
4.	Faith-Based Organizations	
5.	American Indians	
6.	Standard Assurances	

Printed name of employee who completed the training

CONFIDENTIALITY AND PRIVACY PROVISIONS

Grantees and subgrantees of funding are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicant for the Victim Witness Grant funding acknowledges that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

Eligible applicants must have the capacity to adhere to the confidentiality requirements of these funds. Grant recipients shall, to the extent permitted by law, reasonably protect the confidentiality and privacy of persons receiving services. This means they shall not disclose, reveal, or release any personally identifying information or individual information collected in connection with services without the informed, written, reasonably time-limited consent of the person about whom information is sought. In no circumstances may a victim be required to provide a consent to release personally identifying information as a condition of eligibility for services.

Confidentiality of client-counselor and victim-advocate information must be kept in accordance with state and federal law. Offices should have or should develop policies and protocols to ensure that victims and witnesses understand the role of system-based victim/witness assistance staff and units. All offices should make clear that the victim/witness assistance unit is a part of the prosecutor's office and works for that office.

It is the role of the Victim/Witness staff on this grant to:

- Clearly explain their role and the difference in confidentiality regarding systems based advocates/staff and community based advocates.
- Be aware of local community resources available including but not limited to, Crime Victim Service Centers, Sexual Assault Programs and Domestic Violence Programs who can provide support and assistance.

As the duly authorized representative of the applicant, I hereby acknowledge that the Applicant has received notice that if awarded funding they will comply with the above requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Applicant Agency Name

Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Date

RENEWAL APPLICATION CHECKLIST

This checklist is to assist you in the completion of all application documents. Please include it with the submission of your application.

RENEWAL APPLICATION DOCUMENTS	COMPLETED
Applicant Agency Information Page	☐
Budget: • Personnel ○ Salaries (attach position descriptions) ○ Benefits • Goods and Services (be sure to complete checkbox at bottom of page) • Indirect Costs and any applicable documentation (<i>examples: Approved Indirect Cost Rate agreement or proposal, or MTDC Certification form, as appropriate</i>) • Total Budget Summary and Narrative	☐ ☐ ☐ ☐ ☐
Attachment B: Civil Rights Training (as needed)	☐
Attachment C: Confidentiality and Privacy	☐
Staff Certification Forms (as needed)	☐

**SUBMISSION OF WA STATE VICTIM WITNESS GRANT PROGRAM
RENEWAL APPLICATION FOR SFY 2025**

**Due to OCVA on or before
Wednesday; May 22, 2024**

Applications will be reviewed as received and grants will be developed after approval of all required components of the application. No application will be accepted after May 22, 2024 without prior written approval from Jodine Honeysett, Section Manager, Violence Against Women Program, OCVA. Applications accepted after the due date of May 22, could have a grant start date later than July 1, 2024. This would result in a grant period less than 12 months.

Completed renewal applications received in OCVA by the deadline of May 22, 2024, will be issued a grant with a start date of July 1, 2024 and an end date of June 30, 2025, pending availability of appropriated funds.

GRANT ROUTING AND SIGNATURE PROCESS

DocuSign for Grants

The Department now uses DocuSign to obtain grant signatures. When ready, your Victim Witness Grant will be sent to you for review and signature using this automated digital system.

Materials submitted to OCVA may be released pursuant to a request under the
Washington State Public Records Act.



AGENDA ITEM SUMMARY

6
MAY 20 2024

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 5/20/24

REGULAR AGENDA ☒ **Meeting Date:** 5/21/24

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 811-24-09 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: In response to state legislative priorities, Washington Association of Sheriff's and Police Chiefs (WASPC) is coordinating a grant program that offers funding to support mental health response capabilities. Many times those in mental health crisis end up incarcerated due to safety concerns, but early intervention by those equipped with training and resources could divert the individuals into treatment instead. Olympic Peninsula Community Clinic (OPCC) will provide the field response services matching those with behavioral health issues with appropriate treatment or service options, as well as follow up with those individuals to overcome treatment barriers and promote continued treatment plans. OPCC will receive consultant grant funding passed through the Sheriff's Office for providing this service. The total award is \$158,125.00 for the performance period ending June 30, 2025.

Budgetary impact: Will be added via supplemental

Recommended action: BOCC approval

County Official signature & print name: Brian King, Sheriff B King

Name of Employee/Stakeholder attending meeting: Amy Bundy

Relevant Departments: Sheriff

Date submitted: 5/14/24

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

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

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

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

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

Grant Start Date April 1, 2023	Grant End Date June 30, 2025	Authority for Award RCW 36.28A.440	Total Award Amount \$158,125.00
PURPOSE OF AWARD: To provide services to communities in Washington State as set forth in RCW 36.28A.440 and the grantee's grant application.		FUNDING SOURCE(S): ☐ State Trueblood (Phase I and II) ☐ State (Non-Trueblood Phase I and II) ☒ HCA Trueblood Expansion Grant	
SERVICE AREA: Clallam County, to include Cities of: Port Angeles, Sequim, and Forks			

GRANTEE SIGNATURE	PRINTED NAME AND TITLE Mike French, Chair of the Board, County Commissioners	DATE SIGNED
WASPC SIGNATURE	PRINTED NAME AND TITLE Kim Goodman, Chief of Staff Approved as to form only by	DATE SIGNED

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Schedules and Exhibits

Schedule A: Statement of Work (SOW)

Schedule B: Approved Budgets

Exhibit A: Project Narrative and Timeline – Application

Exhibit B: Project Budget – Application

Grant Award Number MHFR-23-007

RECITALS

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

NOW THEREFORE, WASPC awards to Clallam County Sheriff's Office this Grant Award Agreement, the terms and conditions of which will govern Grantee's providing to WASPC the services and data from Grantee's Mental Health Field Response program.

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

1. STATEMENT OF WORK (SOW)

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

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

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

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

3.2 TERM

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

3.3 DATA COLLECTION

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

3.4 COMPENSATION

- 3.4.1 The Maximum Compensation payable to Grantee is \$158,125.00. As this is a multi-year award it is subject to the following restrictions:
 - 3.4.1.1 The maximum amount payable to the Grantee for services rendered in year one (April 1, 2023-June 30, 2024) is \$92,815.94. Funds that are not utilized from year one WILL NOT carry-over to year two and are no longer able to be claimed by the Grantee under any circumstances.
 - 3.4.1.2 The maximum amount payable to the Grantee for services rendered in year one (July 1, 2024-June 30, 2025) is \$65,309.06. Funds that are not utilized

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

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

3.5 INVOICE AND PAYMENT

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

- 3.5.3.1 WASPC Award number MHFR-23-007;
- 3.5.3.2 Grantee name, address, phone number;
- 3.5.3.3 Description of Services;
- 3.5.3.4 Date(s) of delivery;
- 3.5.3.5 Net invoice price for each item;
- 3.5.3.6 Applicable taxes;
- 3.5.3.7 Total invoice cost
- 3.5.4 WASPC will return incorrect or incomplete invoices to the Grantee for correction and reissue. The Award Number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.
- 3.5.5 Invoices for services rendered under this Agreement from April 1, 2023 to June 30, 2024 MUST be submitted by the Grantee to WASPC by July 14, 2024. WASPC is under no obligation to pay any claims for the period mentioned above that are submitted on or after July 15, 2024 ("Belated Claims"). Invoices for services rendered under this Agreement from July 1, 2024 to June 30, 2025 MUST be submitted by the Grantee to WASPC by July 14, 2025. WASPC is under no obligation to pay any claims for the period mentioned above that are submitted on or after July 15, 2025 ("Belated Claims"). WASPC will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.6 GRANTEE AND WASPC GRANT MANAGERS

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

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

GRANTEE		WASPC	
Grant Manager Information		Grant Manager Information	
Name:	Amy Bundy Chief Criminal Deputy	Name:	Steven Briggs
Address:	223 E 4th St Ste 12 Port Angeles, WA 98362	Address:	3060 Willamette Dr NE, STE 200 Lacey, WA 98516
Phone:	(360) 460-4309	Phone:	(360) 486-2389
Email:	amy.bundy@clallamcountywa.gov	Email:	sbriggs@waspc.org

3.7 LEGAL NOTICES

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

- 3.7.1 In the case of notice to the Grantee:

Amy Bundy
Chief Criminal Deputy
Clallam County Sheriff's Office
223 E 4th St Ste 12
Port Angeles, WA 98362

- 3.7.2 In the case of notice to WASPC:

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

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

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

3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

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

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

3.9 INSURANCE

- 3.9.1 Parties understand and agree Grantee is self-insured and a member of a liability pool which includes coverage for professional liability, among other categories of coverage, in adequate quantity to protect against legal liability arising out of contract activities. Grantee shall provide evidence of its status as a self-insured entity meeting these requirements within fifteen (15) calendar days of the execution of this Agreement. Upon request by Grantor, Grantee must describe its financial condition and the self-insured / liability pool funding mechanism. Grantor, or any other third party, need not be named as additional insureds under the self-insurance / liability pool coverage policies as said policies prohibit the Grantee from naming third parties as additional insureds. Grantee shall give Grantor thirty (30) calendar days' advance notice of any self-insurance or liability pool cancellation or non-renewal request.

4. GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2), RCW 36.28A.440 and federal rules, the Grantee must provide access to any data generated under this Agreement to WASPC, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and

recommendations of the Grantee's reports, including computer models and methodology for those models.

4.2 ADVANCE PAYMENT PROHIBITED

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

4.3 AMENDMENTS

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

4.4 ASSIGNMENT

4.4.1 The Grantee may not assign or transfer all or any portion of this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.39, *Subcontracting/Subgranting*, without the prior written consent of WASPC, which may be withheld at WASPC's sole discretion. Any permitted assignment will not operate to relieve the Grantee of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to WASPC that may arise from any breach of the provisions of this Agreement or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.4.1 of the Agreement will be null and void.

4.4.2 WASPC may assign this Agreement to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to the Grantee.

4.4.3 This Agreement will inure to the benefit of and be binding on the parties hereto and their permitted successors and assignees.

4.5 ATTORNEYS' FEES

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

4.6 AUDIT

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

4.7 CHANGE IN STATUS

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

4.8 CONFIDENTIAL INFORMATION PROTECTION

- 4.8.1 The Grantee acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of Confidential Information. The Grantee agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Subgrantees or Subgrantees requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without WASPC's express written consent or as provided by law. The Grantee agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.
- 4.8.2 The GRANTEE agrees to comply with all confidentiality requirements of 42 USC section 37899 and 20 CFR § 22 that are applicable to collection, use and revelation of data or information. The Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with the requirements of 28 CFR § 22 and, in particular, section 22.23.
- 4.8.3 WASPC reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Grantee through this Agreement. Violation of this section by the Grantee or its Subgrantees or Subgrantees may result in termination of this Agreement and demand for return of all Confidential Information, monetary damages, or penalties.
- 4.8.4 The obligations set forth in this section will survive completion, cancellation, expiration, suspension, or termination of this Agreement.

4.9 GRANTEE'S PROPRIETARY INFORMATION

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

unless the Grantee obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Grantee fails to obtain the court order enjoining disclosure, WASPC will release the requested information on the date specified.

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

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

4.11 COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Grantee for the purpose of securing business. WASPC will have the right, in the event of breach of this clause by the Grantee, to annul this Agreement without liability or, in its discretion, to deduct from the price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

4.12 DEBARMENT

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

4.13 DISPUTES

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

- 4.13.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may

request that the WASPC Director review the dispute. Any such request from the initiating party must be submitted in writing to the WASPC Director within five (5) Business Days after receiving the response of the responding party. The WASPC Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The WASPC Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

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

4.13.2.1 Be in writing;

4.13.2.2 Include a written description of the dispute;

4.13.2.3 State the relative positions of the parties and the remedy sought; and

4.13.2.4 State the Agreement number and the names and contact information for the parties.

4.13.3 This dispute resolution process constitutes the sole administrative remedy available under this Agreement. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

4.14 ENTIRE AGREEMENT

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

4.15 FORCE MAJEURE

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

4.16 FUNDING WITHDRAWN, REDUCED OR LIMITED

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

4.16.1 Terminate this Agreement pursuant to the section titled: *Termination for Non-Allocation of Funds*;

- 4.16.2 Renegotiate the Agreement under the revised funding conditions; or
- 4.16.3 Suspend Grantee's performance under the Agreement upon five (5) Business Days' advance written notice to the Grantee. WASPC will use this option only when WASPC determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Grantee's performance to be resumed prior to the normal completion date of this Agreement.
 - 4.16.3.1 During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - 4.16.3.2 When WASPC determines in its sole discretion that the funding insufficiency is resolved, it will give the Grantee written notice to resume performance. Upon the receipt of this notice, the Grantee will provide written notice to WASPC informing WASPC whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - 4.16.3.3 If the Grantee's proposed resumption date is not acceptable to WASPC and an acceptable date cannot be negotiated, WASPC may terminate this Agreement by giving written notice to the Grantee. The parties agree that the Agreement will be terminated retroactive to the date of the notice of suspension. WASPC will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.

4.17 GOVERNING LAW

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

4.18 HUMAN SUBJECTS PROTECTION

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

4.19 WASPC NETWORK SECURITY

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

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

4.20 INDEMNIFICATION

The Grantee shall defend, indemnify, and save WASPC harmless from and against all claims, including reasonable attorneys' fees resulting from such claims arising from intentional or negligent acts or omissions of the Grantee, its officers, employees, or agents, subgrantees, or Subgrantees, their officers, employees, or agents, in the performance of this Agreement. This indemnification shall include, but not be limited to, any or all injuries to persons or damage to property, or breach of confidentiality and notification obligations under the section titled "*Confidential Information Protection*" and the section titled "*Confidentiality Breach-Required Notification*."

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

4.21 INDEPENDENT CAPACITY OF THE GRANTEE

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

4.22 INDUSTRIAL INSURANCE COVERAGE

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

4.23 LEGAL AND REGULATORY COMPLIANCE

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

4.23.3 Failure to comply with any provisions of this section may result in the termination of this Agreement.

4.24 LIMITATION OF AUTHORITY

Only the WASPC Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the WASPC Authorized Representative.

4.25 NO THIRD-PARTY BENEFICIARIES

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

4.26 NONDISCRIMINATION

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

4.27 NON-SUPPLANTING CERTIFICATION

No Grant funds will be used to supplant existing state, local, or other non-federal funding already in place to support current services. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

4.28 OVERPAYMENTS TO GRANTEE

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

4.29 PAY EQUITY

- 4.29.1 Grantee represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211), during the term of this agreement, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Grantee, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- 4.29.2 Grantee may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 4.29.3 Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 4.29.4 A "bona fide regional difference in compensation level" must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 4.29.5 Notwithstanding any provision to the contrary, upon breach of warranty and Grantee's failure to provide satisfactory evidence of compliance within thirty (30) Days of WASPC's request for such evidence, WASPC may suspend or terminate this Agreement.

4.30 PUBLICITY

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

4.31 RECORDS AND DOCUMENTS REVIEW

- 4.31.1 The Grantee must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Agreement and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. At no additional cost, these records, including materials generated under this Agreement, are subject at all reasonable times to inspection, review, or audit by WASPC, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 CFR 431, Subpart Q; and 42 CFR § 447.202].
- 4.31.2 The Grantee must retain such records for a period of six (6) years after the date of final payment under this Agreement.
- 4.31.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.32 REMEDIES NON-EXCLUSIVE

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

4.33 RIGHT OF INSPECTION

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

4.34 RIGHTS IN DATA/OWNERSHIP

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

- 4.34.2 If for any reason the Work Product would not be considered a *work for hire* under applicable law, Grantee assigns and transfers to WASPC, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 4.34.3 Grantee will execute all documents and perform such other proper acts as WASPC may deem necessary to secure for WASPC the rights pursuant to this section.
- 4.34.4 Grantee will not use or in any manner disseminate any Work Product to any third party, or represent in any way Grantee ownership of any Work Product, without the prior written permission of WASPC. Grantee will take all reasonable steps necessary to ensure that its agents, employees, or Subgrantees will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.34.5 Material that is delivered under this Agreement, but that does not originate therefrom ("Preexisting Material"), must be transferred to WASPC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Grantee agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. WASPC will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Grantee.
- 4.34.6 Grantee must identify all Preexisting Material when it is delivered under this Agreement and must advise WASPC of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Grantee must provide WASPC with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Grantee with respect to any Preexisting Material delivered under this Agreement.

4.35 RIGHTS OF STATE AND FEDERAL GOVERNMENTS

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

4.36 SERVICES TO PERSONS WITH LIMITED ENGLISH PROFICIENCY

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

4.37 SEVERABILITY

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

4.38 SITE SECURITY

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

4.39 SUBCONTRACTING

- 4.39.1 Neither Grantee, nor any Subgrantees, may enter into subcontracts for any of the work contemplated under this Agreement without prior written approval of WASPC. WASPC has sole discretion to determine whether or not to approve any such subcontract. In no event will the existence of the subcontract operate to release or reduce the liability of Grantee to WASPC for any breach in the performance of Grantee's duties.
- 4.39.2 Grantee agrees that any proposed subcontracts must be provided to WASPC for review no later than 10 (ten) business days before such a subcontract's effective date.
- 4.39.3 Grantee is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are included in any subcontracts.

- 4.39.4 If at any time during the progress of the work WASPC determines in its sole judgment that any Subgrantee is incompetent or undesirable, WASPC will notify Grantee, and Grantee must take immediate steps to terminate the Subgrantee's involvement in the work.
- 4.39.5 The rejection or approval by WASPC of any Subgrantee or the termination of a Subgrantee will not relieve Grantee of any of its responsibilities under the Agreement, nor be the basis for additional charges to WASPC.
- 4.39.6 WASPC has no contractual obligations to any Subgrantee or vendor under Agreement to the Grantee. The Grantee is fully responsible for all obligations, financial or otherwise, to its Subgrantees.

4.40 SURVIVAL

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

4.42 CORRECTIVE ACTION PLAN/SUSPENSION/TERMINATION

4.42.1 CORRECTIVE ACTION PLAN

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

4.42.2 SUSPENSION

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

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

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

4.42.3 TERMINATION FOR DEFAULT

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

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

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

4.42.4 TERMINATION FOR CONVENIENCE

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

4.42.5 TERMINATION FOR NONALLOCATION OF FUNDS

If funds are not allocated to continue this Agreement in any future period, WASPC may immediately terminate this Agreement by providing written notice to the Grantee. The termination will be effective on the date specified in the termination notice. WASPC will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. WASPC

agrees to notify Grantee of such nonallocation at the earliest possible time. No penalty will accrue to WASPC in the event the termination option in this section is exercised.

4.42.6 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the authority of WASPC to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, WASPC may immediately terminate this Agreement by providing written notice to the Grantee. The termination will be effective on the date specified in the termination notice. WASPC will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. WASPC agrees to notify Grantee of such withdrawal of authority at the earliest possible time. No penalty will accrue to WASPC in the event the termination option in this section is exercised.

4.42.7 TERMINATION FOR CONFLICT OF INTEREST

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

4.43 TERMINATION PROCEDURES

4.43.1 Upon termination of this Agreement, WASPC, in addition to any other rights provided in this Agreement, may require Grantee to deliver to WASPC any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

4.43.2 WASPC will pay Grantee the agreed-upon price, if separately stated, for completed work and services accepted by WASPC and the amount agreed upon by the Grantee and WASPC for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by WASPC; and (iv) the protection and preservation of property, unless the termination is for default, in which case WASPC will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.13 *Disputes*. WASPC may withhold from any amounts due the Grantee such sum as WASPC determines to be necessary to protect WASPC against potential loss or liability.

4.43.3 After receipt of notice of termination, and except as otherwise directed by WASPC, Grantee must:

4.43.3.1 Stop work under the Agreement on the date of, and to the extent specified in, the notice;

4.43.3.2 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;

4.43.3.3 Assign to WASPC, in the manner, at the times, and to the extent directed by WASPC, all the rights, title, and interest of the Grantee under the orders and subcontracts so terminated; in which case WASPC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

4.43.3.4 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of WASPC to the extent WASPC may require, which approval or ratification will be final for all the purposes of this clause;

4.43.3.5 Transfer title to and deliver as directed by WASPC any property required to be furnished to WASPC;

4.43.3.6 Complete performance of any part of the work that was not terminated by WASPC; and

4.43.3.7 Take such action as may be necessary, or as WASPC may direct, for the protection and preservation of the records related to this Agreement that are in the possession of the Grantee and in which WASPC has or may acquire an interest.

4.44 WAIVER

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

4.45 WARRANTIES

4.45.1 Grantee represents and warrants that it will perform all services pursuant to this Agreement in a professional manner and with high quality and will immediately re-perform any services that are not in compliance with this representation and warranty at no cost to WASPC.

- 4.45.2 Grantee represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 4.45.3 Any written commitment by Grantee within the scope of this Agreement will be binding upon Grantee. Failure of Grantee to fulfill such a commitment may constitute breach and will render Grantee liable for damages under the terms of this Agreement. For purposes of this section, a commitment by Grantee includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Grantee to WASPC or contained in any Grantee publications, or descriptions of services in written or other communication medium, used to influence WASPC to enter into this Agreement.

SCHEDULE A

Statement of Work

PURPOSE

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

GRANTEE RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

1. Mental Health Professional (MHP) as defined by [RCW 71.05.020\(39\)](#):
 - Programs must utilize an MHP as defined in RCW 71.05.020(39) to perform duties established in 36.28A.440(3): "...assist patrolling officers in the field or in an on-call capacity, provide preventive, follow-up, training on mental health field response best practices, or other services at the direction of the local law enforcement agency."
 - MHPs should prioritize grant funded hours to providing services to individuals in crisis.
 - MHPs must provide a minimum of 1 hour per week of direct one-on-one supervision to Non-MHPs as required if the program utilizes non-MHPs.
2. Non-MHPs
 - Unless licensed to do so, the non-MHP does not provide support or services that would require a license or certification of any kind from the Washington State Department of Health, the Washington State Healthcare Authority, or any other governing body with regulatory authority in Washington State.
 - Individuals not meeting the definition of MHP as defined by RCW 71.05.020(39) may provide services under the following circumstances:
 1. The non-MHP must receive a minimum of 1 hour per week of direct one-on-one supervision by a licensed MHP,
 2. The non-MHP must immediately disengage with an individual that appears to be escalating to a state of acute crisis or agitation that may present a threat to their physical safety and follow any steps identified by agency policy.
 3. Prior to providing services and no less than yearly, the non-MHP must participate in training relevant to all of the following topics:
 - Interacting with and providing social services to individuals with mental health conditions, to include Substance Use Disorder,
 - Program policies and standard operating procedures,

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

3. Law Enforcement

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

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

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

WASPC RESPONSIBILITIES

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

SCHEDULE B

DEFINITIONS

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

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

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

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

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

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

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

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

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

2023-2024 Approved Budget (Year 1)

Budget Category	Amount Awarded
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	\$0.00
E. Supplies	\$0.00
F. Consultants/Contracts	\$71,000.00
G. Other	\$0.00
H. Indirect	\$0.00
I. Julota	\$21,815.94
TOTAL 2023-2024 AWARD	\$92,815.94

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

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

2023-2024 APPROVED BUDGET NARRATIVE:

- Funds allocated to the **Consultants/Contracts** line item are restricted to use for the following:
 - Procurement of a service provider to fulfill the duties outlined in the Agency's grant application.
 - Grantee is required to follow their agency's own procurement process with regard to the posting, bidding, award process for sub-awards or sub-contract opportunities.

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

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

2024-2025 Approved Budget (Year 2)

Budget Category	Amount Awarded
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	\$0.00
E. Supplies	\$0.00
F. Consultants/Contracts	\$46,000.00
G. Other	\$0.00
H. Indirect	\$0.00
I. Julota	\$19,309.06
TOTAL 2024-2025 AWARD	\$65,309.06

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

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

2024-2025 APPROVED BUDGET NARRATIVE:

- Funds allocated to the **Consultants/Contracts** line item are restricted to use for the following:
 - Procurement of a service provider to fulfill the duties outlined in the Agency's grant application.
 - Grantee is required to follow their agency's own procurement process with regard to the posting, bidding, award process for sub-awards or sub-contract opportunities.
 - Nothing here relieves the grantee of its duties or responsibilities to WASPC and the management and monitoring of the program's work in achieving any expected outcomes.

- The Grantee is still required to adhere to all restrictions on sub-contract/granting that are outlined in this Award Agreement (including, but not limited to the section titled "SUBCONTRACTING").
- Funds allocated to the Julota line item are provided for the costs charged by TOUCHPHRASE DEVELOPMENT, LLC dba: JULOTA that are related to the implementation and maintenance of the Julota data collection tool for use by staff connected to the Mental Health Field Response program operated by the Grantee.

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

EXHIBIT A

Grant Application Narrative and Timeline (As Attached)

EXHIBIT B

Grant Application Budget (As Attached)

PROJECT NARRATIVE

Project Description

- **Provide a description of the overall structure of the program.**

Olympic Peninsula Community Clinic (OPCC) has an existing MHFR program with the Port Angeles Police Department (PAPD). Clallam County Sheriff's Office (CCSO) has been listed as a secondary or tertiary partner within the PAPD MHFR program since its inception. During that time, on occasion, excess capacity has existed within the PAPD program, to allow MHFR staff to provide services with CCSO personnel. During the past two years, no excess capacity for those services has existed. At the same time, demand for MHFR services within Clallam County but outside of Port Angeles have grown significantly. The current needs within the county outweigh the ability of the PAPD MHFR to provide services to the greater Clallam County area, which continues to be historically underserved. The intent of this solicitation would be to create a new program with CCSO as the primary identification agency, not attached to nor competing with the PAPD program, but as a complementary program that will provide much-needed services across Clallam County.

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

Identification – The primary goal of the identification phase is to locate community members who would benefit from behavioral health services and refer them to program navigators. Identification can be made by CCSO, by the OPCC MHFR worker, or other community partners. Initial contact may be established during a co-response encounter, with CCSO and OPCC jointly visiting the referred community member, or independently by OPCC if it has been determined that the individual is known to pose no risk.

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

Navigation – After a service provider has been identified and the participant has been notified of a referral to service, the navigator will work with the participant to overcome objections, resolve concerns and remove barriers to treatment. Navigators may answer general questions about treatment, help to resolve transportation concerns, develop strategies for preparing to enter treatment, link participants to other community service that will facilitate treatment or provide other services that will increase the likelihood of

the participant successfully entering and completing a prescribed course of treatment. In some cases, navigators may refer a participant to a case manager to follow the participant into and through treatment to improve and ensure compliance.

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

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

OPCC provides counseling services throughout the week with three counselors. Counseling appointments are one hour each, delivered at the OPCC Clinic or, when necessary, via telephone or telemedicine link.

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

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

Activities

Program activities fall into five categories:

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

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

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

referred participants will be tracked.

Navigation – Once a referral has been logged, a member of the OPCC team will contact the referred participant to begin navigation. Each contact will be logged and follow-up plans recorded. The goal of navigation activities is to link participants with treatment as quickly as possible. Participant contacts and referrals to treatment will be tracked.

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

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

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

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

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

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

The primary service area for the MHFR program is the portion of Clallam County generally referred to as the “West End,” which includes unincorporated areas of Clallam County and the city of Forks. The intent of this program is to provide staffing for the MHFR program that, when fully funded, will deliver seven-day-a-week coverage outside of Port Angeles city limits but within Clallam County. This program will target the Eastern and Western portion of Clallam County, as these areas have limited access to services. Dispatch time within the county is generally less than one hour, and in the West End, within 24 hours (generally within 2 hours).

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

Clallam County dispatch has an established protocol for handling public safety calls. PenCom, the county-wide dispatcher for all law enforcement agencies, has already created processes for determining the appropriate routing for calls related to non-enforcement needs. These processes can easily be extended to calls in the Clallam County Sheriff's Office catchment area.

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

Depending on funding and the resulting staffing level, the MHFR team expects to contact up to 1,000 community members during the grant period, providing some level of ongoing service to at least 200. Ongoing services include bridge medical/behavioral health care, referrals to inpatient treatment, provision of supplies and/or support, assistance with housing, communication, identification or other needed resources, and/or linkage to intensive case management programs.

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

Several OPCC MHFR staff are radio-trained. OPCC staff have been assigned call numbers by PenCom, the Clallam County dispatcher. Dispatch can route social service calls directly to MHFR staff as available and appropriate. The bulk of dispatched calls will require CCSO safety clearance. Upon clearing the scene, CCSO Deputies have been trained to contact the on-duty OPCC team member for handoff. Forks Police Department (FPD) will provide offline referrals to OPCC MHFR staff for follow-up.

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

CPR, First Aid, STB – PAFD preferred vendor

NARCAN/overdose recognition – provided by Director of Medical Outreach Services
Mental health first aid

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

Certified Peer Counselor (CPC) for team members with lived experience – Washington State Healthcare Authority (HCA) preferred vendor

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

Suicide awareness/prevention

Verbal de-escalation

Personal protection / situational awareness – PAPD preferred vendor

Universal precautions – infectious disease protection and control

Trauma informed care

Cultural Competency (ongoing)

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

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

Prisco (JumpstartMastery) preferred vendor

OPCC/REdisCOVERY Corporate and Employee Culture

REdisCOVERY case management (for case managers)

REdisCOVERY outreach methodology (for outreach staff)

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

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

The MHFR team will follow the OPCC workflow for ongoing service provision.

Participants in need of light-touch case management will receive ongoing support from the MHFR team, with appropriate supports from other OPCC programs, as needed.

Participants who require more intensive support and/or services will be referred to a OPCC intensive case management program, with coordination and follow-up provided in case management consultation sessions and operational workgroup meetings, as appropriate.

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

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

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

The greatest unmet needs for the majority of individuals historically served by the MHFR program are housing-related support and medical/behavioral health services.

The MHFR team includes specialists with many years of experience working in and with housing/shelter service providers in Clallam County. These specialists provide expert care and linkage to individuals trying to find shelter and/or establish housing. This focus closely follows the housing first model of care, establishing a stable living environment from which the participant can make additional life changes.

The OPCC street/shelter medical team brings bridge medical and behavioral health care directly to community members with the greatest unmet need for care. Since the start of the MHFR program, participants have struggled to successfully access behavioral health care (especially medication management) through the county's primary behavioral health agency. By delivering care in rural county areas, on the streets, or in camps where participants reside, one primary barrier to access to care is

removed. When point-of-care treatment is delivered to the participant, instead of requiring the participant to travel to a traditional, office-based point of care, treatment can be more easily established and treatment regimens are more likely to be followed, especially with the frequent follow-ups inherent in the local street medicine model.

Project Need

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

Port Angeles houses most of the service agencies on the Olympic Peninsula. This includes major providers such as Olympic Medical Center (OMC), North Olympic Healthcare Network (NOHN) and Peninsula Behavioral Health (PBH) and a number of specialty providers and service organizations. Serenity House of Clallam County operates the Housing Resource Center and coordinates a program to house the chronically homeless. The Clallam County Jail and two large medical providers provide medically assisted treatment (MAT) for opioid drug use disorders. We also have a host of local counseling services and at least one in-patient drug treatment center. West End service providers are extremely limited. This creates additional barriers to services. For individuals who have frequent contact with law enforcement, barriers to service often result in additional strain on emergency services and a general unrest of community.

Clallam County has over 77,000 residents, spread out over more than 2,600 square miles. Clallam County Sheriff's Office (CCSO) averages a call for service every 21 minutes and over 25,000 calls per year. Many of those calls for service represent "quality of life" incidents that involve persons with mental health and/or drug use disorders. Theft, trespassing, disorderly conduct and other similar events occur frequently throughout the workday. Deputies have limited discretionary time and are often unable to spend the time needed to get persons into services. We have learned that getting some persons into services prevents their behavior from escalating into that which leads to crime that then leads to an arrest and incarceration.

Law enforcement encounters persons needing service multiple time a day in Clallam County and often their needs include short- and long-term mental health services. Absent embedded MHPs and peers, we often lose track of the person or lose the opportunity to get them into services. The partnership between CCSO and Olympic Peninsula Community Clinic is designed around a coordinated response between multiple organizations as persons are encountered and brought into services at the appropriate time and level.

Because of the challenges that have been encountered in successfully resource-sharing MHFR personnel between Port Angeles Police Department (PAPD) and Clallam County Sheriff's Office (CCSO), and the balance of unmet need that would be addressed residing outside the PAPD catchment area, CCSO believes that the establishment of a county-wide program based at CCSO, while maintaining a geographically nested program at PAPD, will create the greatest benefit to community members across the county.

Although we recognize that the level of funding to support full staffing requested herein, this grant request includes a request for funding of 3.0 co-response/outreach FTE, 1.5 FTE MHP, 0.5 FTE for program management and inter-jurisdictional coordination, along with supply and travel expenses.

Project Personnel

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

The Clallam County Sheriff's Office (CCSO) MHFR program, if and when fully-funded, will employ 5.0 FTE of funded employees, four to six supporting but un-funded specialty roles within the Olympic Peninsula Community Clinic (OPCC) team and four or more volunteer MHPs. During the startup period, with available funding, one part-time MHFR peer will be assigned to CCSO, with weekly oversight by a volunteer MHP provided by OPCC.

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

When funding becomes available, Janet Nickolaus will be the primary funded MHP. Janet has decades of experience as an RN and psychiatric ARNP. She was one of the first psychiatric ARNPs to receive a license in Oregon. She has extensive experience with jail-based and street/shelter medicine programs. Her career-long focus has been on working with the specific population served by the MHFR program.

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

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

We recognize that the amount of funding for non-Trueblood I and II areas is not sufficient to adequately staff a MHFR program. As such, we will utilize any available funding to hire a .75 FTE peer, while utilizing volunteer MHPs through Olympic Peninsula Community Clinic (OPCC). If and as additional funding becomes available, we will increase staffing according to available funding. Key professionals in Clallam County have already been identified to quickly fill startup positions.

During startup, OPCC will ensure that proper oversight of any non-clinical MHFR staff by an MHP will occur no less than one hour per week.

• Discuss the role, responsibilities and accountability of Lead Agency Project

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

Clallam County Sheriff's Office (CCSO) will designate one deputy in each area of the county to work with the Olympic Peninsula Community Clinic (OPCC) Mental Health Field Response (MHFR) team. CCSO will designate Chief Criminal Deputy Amy Bundy to be the Lead Agency Project Manager. The Lead Agency Project Manager (LAPM) will act as a coordinator between law enforcement agencies, and between the agencies and OPCC. LAPM has been involved in Mental Health Field Response work since the implementation of the Port Angeles Police Department's MHFR program, as a Joint Agency Project Manager and a designated deputy who engaged in co-response with OPCC MHFR peers.

Forks Police Department (FPD) will designate Chief Mike Rowley as the Joint Agency Project Manager.

They key contractor personnel in this project are OPCC MHPs, navigators and project manager. OPCC CEO T. Scott Brandon is the agency's project manager. He founded the clinic's REDisCOVERY program in 2016, based on a nearly-50-year-old model established by the ReDiscover program in Kansas City, MO, which blended behavioral health care, medical care, field-based outreach, case management and service delivery in one program. In 2017 he partnered with Port Angeles Police Department to establish the Port Angeles Mental Health Field Response (MHFR) program. He has been responsible for the buildout of the REDisCOVERY program and the implementation of additional alternative response programs in Port Angeles and Clallam County. He has acted as a consultant for alternative response programs to jurisdictions across Washington state and nationally. He was hired by LEAD to provide technical assistance to LEAD and LEAD-like programs in Washington state, and to assist in creating and delivering a certification program for LEAD. His work with and petition to the LEAD National Bureau led to Port Angeles receiving authorization to implement the first LEAD program affiliated with a non-law enforcement/criminal justice agency (LEAD Fire). Janet Nickolaus, ARNP, is the lead MHP for the MHFR program. She was one of the first psychiatric ARNPs to receive a license in Oregon. She has extensive experience with jail-based and street/shelter medicine programs. Her career-long focus has been on working with the specific population served by the MHFR program.

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

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

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

Participants who have frequent law enforcement or EMS contact, or inappropriately utilize the ED will be assessed by the OPCC street/shelter medicine team to determine which needs may be better met through access to treatment by that team. Light-touch case management may be provided to assess other social needs and provide supports toward meeting those needs without relying on emergency services. For participants who have continued frequent interaction with emergency services, referral to intensive case management will be considered.

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

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

Project Timeline

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

This grant request is designed, initially, to expand MHFR services into the West End (Forks and surrounding areas) of Clallam County. With the funds available as listed in the RFP, one part-time peer would be available to provide MHFR services. In hope and anticipation of a grant award, Olympic Peninsula Community Clinic (OPCC) has begun soliciting applicants for a peer position. Upon notice of grant award, a peer will be hired and trained to become available for MHFR services no later than June 1, 2024. OPCC will also assign a volunteer MHP to, at a minimum, provide weekly oversight to MHFR staff.

If and when additional funding becomes available, additional staff will be hired, up to full staffing of three peer positions and two MHPs (one substance use disorder professional [SUDP] and one Mental Health APRN).



Budget Worksheet

*****THIS IS A MULTI YEAR BUDGET WORKSHEET*****

Please ensure that you provide all relevant informaton for each year.



Budget Worksheet Year 1

April 1, 2024 - June 30, 2024

Budget Worksheet

Purpose: The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including narrative) must be provided. Any category of expense not applicable to your budget may be left blank. A specific area is available at the end of this spreadsheet that allows for the identification and description of funds or items to be provided as program matching funds (cost sharing).

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentages of time, an example is 25.50% should be shown as 25.50)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
				TOTAL Personnel		\$ -

Personnel Narrative

B. Fringe Benefits - Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)

Description	Computation		Cost
	Base	Rate	
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
TOTAL Fringe Benefits			\$ -

Fringe Benefits Narrative

C. Travel - Itemize travel expense of staff and personnel by purpose (e.g., staff to training, advisory group meeting, field interviews, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
		Airfare							
		Local Travel						-	
		Other							
		Baggage Fee							
		Subtotal							

Purpose of Travel	Location	Computation							Cost					
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost						
		Lodging						-						
		Meals						-						
		Mileage						-						
		Transportation:						-						
		Local Travel						-						
		Other												
		Subtotal								-				
									\$ -					

Purpose of Travel	Location	Computation							Cost					
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost						
		Lodging						-						
		Meals						-						
		Mileage						-						
		Transportation:						-						
		Local Travel						-						
		Other												
		Subtotal								-				
									\$ -					

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:						-	
								-	
		Local Travel					-		
		Other						-	
								-	
		Subtotal							
TOTAL Travel								\$ -	

Travel Narrative

D. Equipment - List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Item	Computation		Cost
	Quantity	Cost	
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL Equipment			\$ -

Equipment Narrative

E. Supplies - List items by type (office supplies, postage, training materials, copy paper, and expendable equipment costs costing less than \$5,000, such as books, hand held recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the project.

Supply Item	Computation		Cost
	Quantity/ Duration	Cost	
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL Supplies			\$ -

Supplies Narrative

F. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time on the project. Consultant fees in excess of \$450 per day or \$56.25 per hour require additional justification and prior approval from WASPC.

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
					\$ -
					\$ -
					\$ -
					\$ -
Subtotal Consultants					\$ -

Consultant Fee Narrative

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

Purpose of Travel	Location	Computation							Cost	
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost		
		Lodging						-		
		Meals						-		
		Mileage						-		
		Transportation:						-		
								-		
		Local Travel						-		
		Other						-		
								-		
		Subtotal							-	\$ -
Purpose of Travel	Location	Computation							Cost	
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost		
		Lodging						-		
		Meals						-		
		Mileage						-		
		Transportation:						-		
								-		
		Local Travel						-		
		Other						-		
								-		
		Subtotal							-	\$ -
Purpose of Travel	Location	Computation							Cost	
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost		

	Lodging						-	
	Meals						-	
	Mileage						-	
	Transportation:						-	
							-	
	Local Travel						-	
	Other						-	
							-	
	Subtotal						-	
Subtotal Consultant Expenses								\$ -
TOTAL Consultants								\$ -

Consultant Expenses Narrative

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

Item	Cost
Personnel	\$ 20,000.00
Supplies (program and participant)	\$ 45,000.00
Transportation (program and participant)	\$ 1,000.00
Staff training	\$ 5,000.00
TOTAL Contracts	\$ 71,000.00

Contracts Narrative

Wages (salary and benefits) for one Olympic Peninsula Community Clinic (OPCC)-based MHFR peer, startup supplies (office supplies, technology, participant supplies/support), transportation (program transportation and participant transportation) and training costs (see list of required training in program narrative). OPCC has been selected for this sole-source contract because of their long history and experience operating a MHFR contract with Port Angeles Police Department, careful selection of staff and high level of training required. OPCC also holds an existing contract to provide medications for opioid use disorder (MOUD) services in Clallam County Jail, which has provided additional levels of trust and partnership between CCSO and OPCC.

G. Other Costs - List items (e.g. rent, reproduction, telephone, janitorial, or security services) by major type and the basis of computation. For example, provide the square footage of the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL Other Costs					\$ -

Other Costs Narrative

Budget Summary - When you have completed the budget worksheet, the totals for each category will appear in the spaces below. Verify the category and total dollars requested.

Funding Request Summary	
Budget Category	Amount Requested
A. Personnel	\$ -
B. Fringe Benefits	\$ -
C. Travel	\$ -
D. Equipment	\$ -
E. Supplies	\$ -
F. Consultants/Contracts	\$ 71,000.00
G. Other	\$ -
TOTAL GRANT REQUEST	\$ 71,000.00

Local Match - Use the space below to identify and describe the dollar amounts or items that will be provided as local match or cost sharing for your program. Note that everything listed here must be in conformance with 2 CFR § 200.306.

In addition to contract costs, OPCC will provide services from one or more MD/MHP volunteers for an average of 4 hours per week at startup, expanding as additional program funding becomes available. Total local match for Year 1 grant period totals \$9,100.

PROJECT COST TO APPLICANT (NOT INCLUDING FIGURES ABOVE)

\$ 71,000.00

↑ + ↓

LOCAL MATCH (IF APPLICABLE)

\$

= ↓

OVERALL PROGRAM VALUE

\$ 71,000.00

Budget Narrative

The requested \$117,000 in WASPC funding for this Mental Health Field Response project is directed entirely to Olympic Peninsula Community Clinic (OPCC) for personnel, onboarding costs, transportation and supply costs. Overall program budget includes significant local match, in the form of volunteer MD and MHP time from OPCC. Total program budget, including department match and OPCC in-kind MD/MHP services is \$171,600.

Requested funds will be used for 0.75 Mental Health Field Response FTE throughout the duration of the program, with additional startup expenses during the first budget year, as follows:

Program/Participant Supplies: \$40,000 (electronics/technology for MHFR staff, program supplies, supplies to address direct patient needs, participant supports)

Program-related Travel: \$1,000 (MHFR staff transportation, participant transportation)

Staff training: \$5,000 (may include travel costs associated with training)

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



Budget Worksheet Year 2

July 1, 2024 - June 30, 2025

Budget Worksheet

Purpose: The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including narrative) must be provided. Any category of expense not applicable to your budget may be left blank. A specific area is available at the end of this spreadsheet that allows for the identification and description of funds or items to be provided as program matching funds (cost sharing).

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentages of time, an example is 25.50% should be shown as 25.50)

Name	Position	Computation				Cost
		Salary	Basis	Percentage of Time	Length of Time	
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
				TOTAL Personnel		\$ -

Personnel Narrative

B. Fringe Benefits - Fringe benefits should be based on actual known costs. List the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)

Description	Computation		Cost
	Base	Rate	
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
TOTAL Fringe Benefits			\$ -

Fringe Benefits Narrative

C. Travel - Itemize travel expense of staff and personnel by purpose (e.g., staff to training, advisory group meeting, field interviews, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
		Airfare						-	
		Local Travel						-	
		Other							
		Baggage Fee						-	
		Subtotal						-	\$ -

Purpose of Travel	Location	Computation							Cost				
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost					
		Lodging						-					
		Meals						-					
		Mileage						-					
		Transportation:						-					
		Local Travel						-					
		Other											
		Subtotal								-			
									\$ -				

Purpose of Travel	Location	Computation							Cost				
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost					
		Lodging						-					
		Meals						-					
		Mileage						-					
		Transportation:						-					
		Local Travel						-					
		Other											
		Subtotal								-			
									\$ -				

Purpose of Travel	Location	Computation							Cost				
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost					
		Lodging						-					
		Meals						-					
		Mileage						-					
		Transportation:						-					
		Local Travel						-					
		Other											-
		Subtotal								-			
TOTAL Travel								\$ -					

Travel Narrative

D. Equipment - List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Item	Computation		Cost
	Quantity	Cost	
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL Equipment			\$ -

Equipment Narrative

E. Supplies - List items by type (office supplies, postage, training materials, copy paper, and expendable equipment costs costing less than \$5,000, such as books, hand held recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the project.

Supply Item	Computation		Cost
	Quantity/ Duration	Cost	
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL Supplies			\$ -

Supplies Narrative

F. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time on the project. Consultant fees in excess of \$450 per day or \$56.25 per hour require additional justification and prior approval from WASPC.

Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis	Quantity	
					\$ -
					\$ -
					\$ -
					\$ -
Subtotal Consultants					\$ -

Consultant Fee Narrative

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:						-	
		Local Travel						-	
		Other						-	
		Subtotal							
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	
		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:						-	
		Local Travel						-	
		Other						-	
		Subtotal							
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	Number of People	Number of Trips	Cost	

		Lodging						-	
		Meals						-	
		Mileage						-	
		Transportation:							
		Local Travel						-	
		Other							
		Subtotal							-
Subtotal Consultant Expenses								\$	-
TOTAL Consultants								\$	-

Consultant Expenses Narrative

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

Item	Cost
Personnel	\$ 46,000.00
	\$ -
	\$ -
	\$ -
TOTAL Contracts	\$ 46,000.00

Contracts Narrative

Wages (salary and benefits) for one Olympic Peninsula Community Clinic (OPCC)-based MHFR peer. OPCC has been selected for this sole-source contract because of their long history and experience operating a MHFR contract with Port Angeles Police Department, careful selection of staff and high level of training required. OPCC also holds an existing contract to provide medications for opioid use disorder (MOUD) services in Clallam County Jail, which has provided additional levels of trust and partnership between CCSO and OPCC.

G. Other Costs - List items (e.g. rent, reproduction, telephone, janitorial, or security services) by major type and the basis of computation. For example, provide the square footage of the cost per square foot for rent or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL Other Costs					\$ -

Other Costs Narrative

Budget Summary - When you have completed the budget worksheet, the totals for each category will appear in the spaces below. Verify the category and total dollars requested.

Funding Request Summary	
Budget Category	Amount Requested
A. Personnel	\$ -
B. Fringe Benefits	\$ -
C. Travel	\$ -
D. Equipment	\$ -
E. Supplies	\$ -
F. Consultants/Contracts	\$ 46,000.00
G. Other	\$ -
TOTAL GRANT REQUEST	\$ 46,000.00

Local Match - Use the space below to identify and describe the dollar amounts or items that will be provided as local match or cost sharing for your program. Note that everything listed here must be in conformance with 2 CFR § 200.306.

In addition to contract costs, OPCC will provide services from one or more MD/MHP volunteers for an average of 4 to 6 hours per week, expanding as additional program funding becomes available. Total local match for Year 2 grant period totals \$45,500.

PROJECT COST TO APPLICANT (NOT INCLUDING FIGURES ABOVE)

\$ 46,000.00

↑ + ↓

LOCAL MATCH (IF APPLICABLE)

\$	
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= ↓

OVERALL PROGRAM VALUE

\$	46,000.00
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7
MAY 20 2024

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 5/20/24**

REGULAR AGENDA ☒ **Meeting Date: 5/28/24**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 811-24-05 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The Kitsap Critical Incident Response Team (KCIRT) was previously established between law enforcement agencies to support each others investigation needs following an incident involving the use of deadly force by an officer, in-custody death, or officer-involved collision, and this agreement continues and formalizes the previous arrangement. The Clallam County Sheriff's Office is one of ten participating agencies that agree to abide by training and documentation requirements and provide external investigations as needed. This provides objective third-party handling of cases and a maintenance of standards and procedures that creates consistency and transparency.

Budgetary impact: This agreement establishes that each participating agency will fund their own staff and supplies, so no transactions will occur due to this agreement.

Recommended action: BOCC approval

County Official signature & print name: Brian King, Sheriff B King

Name of Employee/Stakeholder attending meeting: Amy Bundy

Relevant Departments: Sheriff

Date submitted: 5/20/24

* 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)

Kitsap Critical Incident Response Team

INTERLOCAL COOPERATIVE AGREEMENT



This Interlocal Cooperative Agreement ("Agreement") is entered into by the undersigned under the authority of RCW 10.93.130 for the purpose of providing mutual investigative aid as described herein and shall supersede and replace any prior agreements. Each Participating Agency to this Agreement will be referred to individually as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, the Washington Mutual Aid Peace Officers Powers Act is intended to facilitate Mutual Aid (defined below) and cooperative enforcement of the laws among general authority local, state, and federal agencies (RCW 10.93.001(1)); and

WHEREAS, the Parties utilizing this Agreement have previously mutually authorized each other to exercise police powers in their respective jurisdictions as evidenced by documents on file with the Washington Association of Sheriffs and Police Chiefs; and

WHEREAS, the State of Washington requires that investigations of officer-involved uses of deadly force be independent of the Involved Agency; and

WHEREAS, the Parties desire to execute this Agreement to establish the Kitsap Critical Incident Response Investigation Team subject to the terms and conditions of this Agreement

NOW THEREFORE, the Parties agree as follows:

1. PURPOSE.

The purpose of this Agreement is to establish a multi-agency independent investigative team that is available to participating agencies to independently investigate incidents involving a law enforcement officer or correctional officer and which result in death or great bodily injury to the officer or another. This includes incidents involving the use of deadly force by an officer, in-custody deaths and officer-involved collisions;

This Agreement is not intended as legal authority for the admissibility or non-admissibility of evidence developed in the course of an investigation. The provisions of this Agreement should not be used as the basis for the dismissal of any criminal charges arising from an investigation developed pursuant to this memorandum. Similarly, the provisions of this Agreement should not be used as the basis of any civil claims stemming from a deviation from the guidelines set forth herein.

2. PARTIES TO THE AGREEMENT

The Parties to this agreement are the Washington state, county, and city government(s) that operate the Participating Agencies. They are referred to herein as "Parties to the Agreement" or "Parties."

3. PARTICIPATING AGENCIES

The "Participating Agencies" or "Participating Agency" are the following departments of the Parties to the Agreement:

1. Bainbridge Island Police Department
2. Bremerton Police Department
3. Kitsap County Sheriff's Office
4. Port Orchard Police Department
5. Poulsbo Police Department
6. Shelton Police Department
7. Washington State Patrol
8. Clallam County Sheriff's Office
9. Port Angeles Police Department
10. Sequim Police Department

3. DEFINITIONS

- Best practices:** Methods, techniques, and procedures that have consistently shown by research and experience to produce superior results and are established or proposed as a standard and identified as best practices by the Washington State Criminal Justice Training Commission.
- Board:** The KCIRT Board of Directors comprised of the Chief Law Enforcement Officers, or their designees, of the Participating Agencies.
- Chief Law Enforcement Officer:** The Sheriff or Chief of Police, also referred to as CLEO in this agreement, of Participating Agency, or their designee .
- Critical Incident:** Any incident in which:
- a) A law enforcement officer used force reasonably likely to cause death, great bodily harm, or substantial bodily harm; and where that use of force resulted in death, great bodily harm, or substantial bodily harm, per RCW 43.102.120, Per OII Memo
 - b) A person dies while in custody.
 - c) An officer is involved in a fatal collision.
 - d) The state's Office of Independent Investigation team or OII has chosen not to accept the investigation after being briefed.
- Deadly force:** A law enforcement officer used force reasonably likely to cause death, great bodily harm, or substantial bodily harm; and where that use of force resulted in death, great bodily harm, or substantial bodily harm, per RCW 43.102.120.
- Evanescent evidence:** Physical evidence that may be degraded or tainted by human or environmental factors if left unprotected or unpreserved for the arrival of KCIRT or; identification and contact information for witnesses to the incident.
- Incident Commander:** The command-level officer who responds to the scene of a Critical Incident and is responsible for the management of the investigation, including developing objectives, directing operations, coordinating with other entities, and applying resources and manpower to accomplish objectives. The Incident Commander will

typically be the KCIRT Administrator or Assistant Administrator but, in their absence, may be another command-level officer qualified to act as the Incident Commander.

Incident Supervisor: An experienced investigator of supervisory rank who oversees the investigative personnel at a Critical Incident and reports to the Incident Commander.

In-Custody Death: The death of any person who is detained, arrested, being transported to a facility for incarceration, or incarcerated in local facilities. Excluded are deaths caused by fatal injuries that occur while an inmate is under physician's treatment for a disease or other natural condition, except that deaths involving custodial trauma or custodial suicide while under a physician's treatment are considered In-Custody Deaths.

Involved Agency: The agency employing an Involved Officer or an agency in whose custody a person dies in circumstances amounting to an In-Custody Death. The Involved Agency may also be the Venue Agency.

Involved Officer: A law enforcement officer or corrections officer:

"Involved Officer" means one of the following persons who is involved in an incident as an actor or custodial officer in which the act or omission by the individual is within the scope of the jurisdiction of the office as defined in this chapter:

- a) A general authority Washington peace officer, specially commissioned Washington peace officer, or limited authority Washington peace officer, as defined in RCW 10.93.020, whether on or off duty if he or she is exercising his or her authority as a peace officer; or
- b) An individual while employed in a city, county, or regional adult or juvenile institution, correctional, jail, holding, or detention facility as defined in RCW 70.48.020, 72.09.015, or 13.40.020.

1. In whose custody a person dies.

2. Is involved in a vehicle collision in which someone dies.

KCIRT: The Kitsap Critical Incident Response Team. A team of investigators who can be called upon by any of the Participating Agencies to independently investigate Critical Incidents, meeting the independent investigative team (IIT) requirements of Chapter 139-12 WAC.

KCIRT Board Chair: Voted on by the Board for a term of two years.

KCIRT Administrator: An officer with command rank designated by the Board to oversee KCIRT.

Assistant Administrator: An officer with command rank designated by the Board to assist the KCIRT Administrator and lead KCIRT in the absence of the KCIRT Administrator.

- KCIRT Protocols: Uniform procedures and guidelines for the investigation of officer involved Critical Incidents derived from best practices and which are intended to produce a thorough, independent, impartial, and transparent investigation.
- Prohibited Content: Information, which if shared between members of the KCIRT investigative team and any member of the Involved Agency, could adversely affect public confidence in the integrity or independence of the investigation. This includes but is not limited to compelled statements taken from Involved Officer, any investigative information or content derived from a compelled statement, or any information or evidence collected or produced by the independent investigation.
- Venue Agency: The agency with primary territorial jurisdiction, as defined by RCW 10.93.020(1). The Venue Agency may also be the Involved Agency.

4. ORGANIZATION

No separate legal or administrative entity is created by this Agreement nor do the Parties intend to create through this Agreement a separate legal or administrative entity subject to suit.

5. GOVERNANCE

KCIRT is governed by a Board composed of the CLEOs of the Participating Agencies.

The Board should meet at least annually or more frequently as needed.

Representatives from the Prosecutor's Offices of Participating Agencies will function in a non-voting advisory capacity for the Board.

Each Participating Agency shall have one vote. All Board actions and decisions are approved and adopted by simple majority of the attending Board members when at least 5 of the 10 agency CLEOs are present for such vote.

The Board will approve protocols developed to guide KCIRT investigations.

The Board, excluding the CLEO of the Involved Agency, is the final authority on any questions regarding the conduct of the independent investigation that cannot be resolved at a lower level.

The Board, excluding the CLEO of the Involved Agency and the prosecutor's offices, will review investigation summaries prior to submittal to the prosecutor's office of the jurisdiction of the Involved Agency.

6. AUTHORITY & IMPLEMENTATION

The decision to implement Mutual Aid under this Agreement rests entirely with the CLEO of the Venue Agency.

Participating Agencies are not obligated to request that KCIRT investigate a Critical Incident occurring in their jurisdiction and may request other agencies or resources conduct an independent investigation.

6. KCIRT ADMINISTRATOR / ASSISTANT ADMINISTRATOR

Participating Agencies may submit for the Board's consideration a list qualified command-level officers with previous experience in criminal investigations to fill the positions of KCIRT Administrator and Assistant Administrator.

The KCIRT Board of Directors will appoint a KCIRT Administrator and Assistant Administrator for a maximum of a two-year term from the list of qualified command-level officers submitted by Participating Agencies. The term of the KCIRT Administrator and/or Assistant Administrator may be extended or terminated at the discretion of the Board.

The KCIRT Administrator and Assistant Administrator will be from different agencies, preferably separating the three counties.

The KCIRT Administrator, or in their absence the Assistant Administrator, will serve as the Incident Commander at a Critical Incident unless they are an employee of the Involved Agency.

In the absence of the KCIRT Administrator and Assistant Administrator another qualified and experienced investigator, approved by the acting KCIRT or Assistant Administrator, from a non-Involved Agency, may serve as the Incident Commander.

The KCIRT Administrator, or in their absence the Assistant Administrator, will be responsible for providing oversight of investigations as well as maintaining the readiness and training of the unit.

The KCIRT Administrator will develop and periodically update the protocols which guide KCIRT investigations, and which align with homicide investigation best practices published by the Washington State Criminal Justice Training Commission. The KCIRT Administrator will submit newly developed or updated protocols to the Board for approval.

The KCIRT Administrator will ensure that current KCIRT protocols, names of investigators, supervisors, and commanders, will be available to the public upon request.

7. KCIRT INVESTIGATORS

The KCIRT Administrator will provide the qualifications of current KCIRT investigators to the non-law enforcement community representatives for review when requested.

For new investigators, a Participating Agency (employing agency) that proposes to have its detective assigned to KCIRT will ensure all prospective KCIRT investigators meet any time and training prerequisites.

The KCIRT Administrator will ensure all prospective KCIRT investigators meet any time, or training prerequisites of Chapter 139-12 WAC.

Investigators assigned to KCIRT are expected to have a work history free of a sustained finding of serious misconduct, a pattern of sustained complaints and demonstrable bias or prejudice against community

members that may be impacted by the police use of deadly force, as enumerated in Chapter 139-12 WAC.

A team member may be removed from KCIRT at any time by their own agency. A team member may also be removed from KCIRT upon recommendation of the KCIRT Administrator and approval by the Board.

8. LEAD INVESTIGATOR

Chapter 139-12 Washington Administrative Code requires that those who are assigned to a lead investigator role for an independent investigative team (IIT) meet certain experience and training requirements and hold an "IIT qualified lead investigator certificate" issued by the Washington State Criminal Justice Training Commission.

The Board has identified the Incident Commander and Incident Supervisor as the "lead investigators" for the purposes of meeting the requirements of WAC 139-12 and those members requiring an "IIT Qualified Lead Investigator" certification.

To obtain an "IIT qualified lead investigator" certificate, members must provide proof of at least three years of uninterrupted experience as a certified peace officer, crime scene investigator, or related expertise in a discipline relevant to investigations. They must also provide proof of successfully completing the prescribed training classes, or appropriate equivalent experience, listed below:

- a. Basic homicide investigation.
- b. Interviewing and interrogation.
- c. LETCSA Violence de-escalation, patrol tactics, and mental health training.
- d. 2 Year uninterrupted as a certified police officer.

KCIRT members who have two or more years of relevant, full-time criminal investigative work experience may substitute their work experience for the required basic training classes.

KCIRT members who do not meet the training requirements are eligible to participate in KCIRT investigations, but not in a lead position.

9. NON-SWORN KCIRT MEMBERS

Non-commissioned investigative members of KCIRT (i.e. crime scene investigators, evidence technicians, etc.) are not required to obtain the qualified lead investigator certificates. They are also not required to complete biographies, or conflict of interest forms reviewed by community representatives.

10. TRAINING

Participating Agencies agree to provide their investigators with the training on the following core areas prior to their assignment to KCIRT

- a. Interview and interrogation
- b. Basic Homicide investigation
- c. Officer-involved shooting investigation.
- d. LETCSA Violence de-escalation and mental health training

KCIRT shall train as a unit at least annually for a minimum of Four hours. Annual training may include criminal investigation topics recommended by Chapter 139-12 WAC. 4-hour training will take place twice a year. Investigators are required to attend at least one training block. However, it is preferred investigators make each training block.

11. NON-LAW ENFORCEMENT COMMUNITY REPRESENTATIVES

Each CLEO of a Participating Agency will solicit names of community members who are interested in serving as non-law enforcement community representatives to KCIRT. The community members should have credibility with, and ties to, communities impacted by police use of deadly force. The Board will create a roster of non-law enforcement community representatives who will be assigned to the selection of KCIRT investigators or participate in a KCIRT investigation as described below.

The KCIRT Administrator will provide the qualifications of current KCIRT investigators to the non-law enforcement community representatives for review when requested.

At least two non-law enforcement community representatives, selected by the C.E.O. of the employing agency, will review the qualifications of current investigators, and participate in the vetting, interviewing, and/or selection of new KCIRT investigators.

At least two non-law enforcement community representatives will be assigned to each KCIRT investigation into an officer's use of deadly force. Community members who live in the jurisdiction where the incident occurred will generally be called upon to participate in that independent investigation. Community members from other jurisdictions may also be called upon based on availability, conflicts of interest or other issues preventing some from participating. The non-law enforcement community representatives will:

- a. Review conflict of interest statements submitted within seventy-two hours of the commencement of each investigation by the investigators.
- b. Attend any final presentation with the Involved Agency CLEO.
- c. Have access to the investigation file when it is completed.
- d. Be provided a copy of all press releases and communication to the media prior to release; and
- e. Review notification of equipment use of the Involved Agency.

The non-law enforcement community representatives must sign a binding confidentiality agreement at the beginning of each police use of deadly force investigation that remains in effect until the prosecutor of jurisdiction either declines to file charges or the criminal case is concluded. If the confidentiality agreement is violated, the non-law enforcement representative may be removed.

12. ACTIVATION

The KCIRT Administrator will be responsible for implementing and routinely updating a system for activating KCIRT through Kitsap 911 or other means.

The CLEO of the Venue Agency, or their designee, can request KCIRT activation by contacting the KCIRT Administrator or Assistant Administrator.

When activated, the team will respond to the location designated by the KCIRT Incident Commander. The team members assigned to an investigation shall remain available from the time of the call-out until deactivated. Investigators will be assigned tasks at the direction of the Incident Commander or Incident Supervisor.

Participating Agencies recognize that follow-up meetings and additional investigative work will be required beyond the initial call-out to complete the investigation. Participating Agencies will ensure that every reasonable effort is made to allow the KCIRT investigators to meet these commitments.

The KCIRT Administrator may consult with the Venue Agency's prosecutor's office representative, as needed, throughout the investigation.

13. INDEPENDENT INVESTIGATION REQUIREMENT

No employee of an Involved Agency shall participate in the investigation of a Critical Incident or attend any related investigative activities (e.g., interviews of the Involved Officers or other witnesses), where KCIRT has assumed responsibility for the investigation. Nothing in this agreement shall preclude an officer employed by an Involved Agency from:

- a. Acting as a first responder to the scene of the incident,
- b. Providing or facilitating medical assistance to any injured person,
- c. Clearly marking and protecting the scene,
- d. Locating and preserving evanescent evidence or
- e. Participating in a search for, or pursuit of, any persons suspected of a crime related to the incident.

In locating and preserving evanescent evidence, Involved Agency personnel may photograph or use other methods of documenting the location of physical evidence and take steps to identify persons who may have witnessed the incident.

Once KCIRT investigators arrive at the scene of a Critical Incident, and the Incident Commander has the appropriate resources on scene, the Involved Agency will transfer control of the scene to KCIRT and provide any information pertaining to evidence and witnesses.

14. CONFLICT OF INTEREST

Within seventy-two hours of the commencement of each investigation, investigators and non-law enforcement community representatives must complete a "conflict of interest" assessment tool developed by the Washington State Criminal Justice Training Commission to evaluate any connection between KCIRT investigators assigned to the investigation and the officers being investigated.

The conflict assessment will be reviewed and discussed by the non-law enforcement community representatives and the KCIRT Administrator.

The KCIRT Administrator, Incident Commander, Incident Supervisor, or the CLEO of the Involved Agency may order the recusal of any investigator, or take such actions that may be needed, to ensure the impartiality of the investigation.

Participating Agencies shall have an ongoing responsibility to notify the KCIRT Administrator of any newly discovered information related to a conflict of interest.

15. INVESTIGATIONS

KCIRT will conduct a thorough investigation of Critical Incidents. The independent investigation will follow accepted best practices for homicide investigations published by the Washington State Criminal Justice Training Commission and incorporated in KCIRT protocols.

The investigation file should provide the prosecutor with sufficient information to make an evaluation of whether the use of deadly force met the good faith standard established in RCW 9A.16.040 and satisfied other applicable laws and policies.

If the investigation establishes a crime was committed by any person involved in the incident, the prosecutor's office of jurisdiction may request a probable cause statement.

The determination regarding which agency will investigate any crime associated with the incident will be made by the Incident Commander in consultation with the KCIRT Administrator, Involved CLEO, Venue CLEO and the applicable prosecutor. A primary factor in this determination will be the degree of separation by time and distance between the underlying crime and the officer's use of deadly force.

Investigators from Participating Agencies who are assigned to a KCIRT investigation shall be subject to the KCIRT chain-of-command for the duration of the initial call-out and for subsequent follow-up assignments related to the investigation.

Participating Agencies recognize that, once activated for an investigation, their investigators are committed to KCIRT for the duration of the investigation, or until released by the Incident Commander, and may be required to report to work and conduct investigative activities outside their jurisdiction. Participating Agencies that wish to recall their investigators prior to their release by the KCIRT will consult with the KCIRT Administrator. The KCIRT Administrator or designee will designate which agency is responsible for the storage of evidence associated with the incident.

Participating Agencies may request KCIRT assistance for other investigations not related to a Critical Incident, such as a homicide. KCIRT will not conduct administrative or internal investigations (i.e., non-criminal investigations).

KCIRT will provide a complete file to the Involved Agency and the applicable prosecutor's office at the conclusion of the investigation. The file will include all records produced by KCIRT investigators and should be maintained in accordance with applicable records retention schedules.

KCIRT will strive to present the completed case report to the prosecutor's office within six months of the event. If there are delays in the investigation and this timeline cannot be met, an explanation will be provided to the agency liaison of the Involved Agency by the KCIRT Administrator and/or Incident Commander.

16. FIREWALLS

The KCIRT Administrator will create and enforce information firewalls to prevent information sharing between KCIRT and the Involved Agency. The Involved Agency agrees not to provide or reveal prohibited content to KCIRT. KCIRT members will not accept or receive any prohibited content from the Involved Agency or its employees.

To prevent secondary dissemination of investigative information, KCIRT members assigned to the investigation will not discuss the investigation, including information about the incident uncovered by the investigation, with non-team members without authorization from the Incident Commander or Incident Supervisor.

If any member of KCIRT receives prohibited content, the investigator receiving the prohibited information must immediately report it to the KCIRT Administrator or Incident Commander and the member must discontinue participation in the investigation. The KCIRT Administrator or Incident Commander will advise the prosecutor of the disclosure of prohibited content to the Involved Agency. The information will be removed or isolated from the investigation unless the prosecutor determines such action unnecessary.

17. FAMILY / TRIBAL LIAISONS

A family member of the person against whom deadly force has been used will be notified as soon as they can be located by either the Involved Agency or KCIRT, whichever is faster.

A member of KCIRT will be assigned as a family liaison within the first twenty-four hours and keep the family, or a representative of the family's choice, informed of all significant developments in the investigation and will give the family and the Involved Agency advance notice of all scheduled press releases.

If the person against whom deadly force is believed to be a member of a federally recognized tribe, a member of KCIRT will be assigned as a tribal liaison within the first twenty-four hours and keep the tribe (or a representative of the tribe's choice) informed of all significant developments of the investigation.

The CLEO of the Involved Agency will notify the Governor's Office of Indian Affairs whenever an officer's use of force results in the death of an enrolled member of a federally recognized Indian tribe in accordance with the requirements of RCW 10.114.021.

18. RESPONSIBILITIES OF VENUE AGENCY

The Venue Agency shall ensure proper crime scene protection. This includes, but is not limited to, immediately securing the crime scene, controlling access into the crime scene, recording the names of individuals who have entered the crime scene, and taking reasonable steps to identify and protect evanescent evidence. Written reports shall be provided by all personnel who enter a designated crime scene to the KCIRT representative.

19. HOSPITAL SECURITY

If a law enforcement officer has been injured and transported to a hospital, the Involved Agency will be responsible for coordinating security and assistance at the hospital.

If a person has been injured by a law enforcement officer's use of deadly force and transported to a hospital, the Involved Agency should coordinate with another agency to provide security when reasonably able based on the circumstances.

If a person has been injured while in the custody of corrections officers and transported to a hospital, uninvolved corrections officers may be assigned to provide security in addition to security provided by a non-involved agency in order to meet any custodial duty requirements under the law.

20. RESPONSIBILITIES OF PARTICIPATING AGENCIES

Each Participating Agency shall pay all wages and benefits due any of its employees providing services under this Agreement, including overtime pay, worker's compensation benefits and death benefits, in the same manner as when those employees are on duty working directly for their employing agency.

Pursuant to RCW 10.93.040, personnel assigned to KCIRT investigations shall be considered employees of their Participating Agency, which shall be solely and exclusively responsible for that employee.

Personnel assigned to KCIRT investigations shall conform to their employing agency's rules, regulations and KCIRT protocols. Any conflicts will be addressed by the KCIRT Administrator and, or, Board.

Participating Agencies will ensure that current KCIRT protocols, names of investigators, supervisors, and commanders, will be available to the public upon request.

21. EQUIPMENT AND SUPPLIES

Each Participating Agency agrees to supply its own personnel with the necessary supplies to participate in KCIRT (notebooks, cameras, tapes, electronic media, pens, etc.).

Equipment belonging to the Involved Agency may not be used during an independent investigation of an officer's use of deadly force unless the equipment is critical to the investigation, no reasonable alternative exists, and the use is approved by the KCIRT Administrator and non-law enforcement community representatives. If an Involved Agency's equipment is used, the Incident Commander will notify the non-law enforcement community representatives to explain why the equipment needs to be used and the steps taken to appropriately limit the role of any Involved Agency personnel in facilitating the use of that equipment.

Each Participating Agency shall remain responsible for the ordinary wear and tear and routine maintenance of its respective equipment used in support of this Agreement.

Each Participating Agency will be responsible for repairing or replacing its equipment that may be damaged during an investigation. If the cost is substantial, the agency whose equipment was damaged may request to share the expense with other members, but no Participating Agency is obligated to contribute unless that Participating Agency was responsible for the damage.

22. PROPERTY

The Parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a Party using this Agreement shall be returned to the acquiring Party, unless otherwise agreed.

23. EXPENSES

All normal personnel and operational costs related to the investigation shall be the responsibility of the Participating Agencies providing members to the team.

Prior to, when feasible, incurring extraordinary costs associated with travel, custodial security, specialized equipment, testing, or other expenses not otherwise specifically mentioned here, the KCIRT Administrator will consult with the CLEO of the Involved Agency and Venue Agency. Any such agreed-upon expenditures will be the responsibility of the Involved and Venue Agencies unless reimbursement or cost-sharing agreements are reached between the Participating Agencies on a case-by-case basis.

Unless a specific agreement to reimburse or pay expenses is adopted as provided herein, each party to this Agreement shall be responsible for individually budgeting sufficient amounts to fulfill its obligations under this Agreement.

23. COMMUNICATIONS AND MEDIA RELATIONS

When appropriate, the Involved Agency may provide periodic public updates on matters not directly related to the on-going KCIRT investigation of the Critical Incident.

The Incident Commander or other representative of the KCIRT will provide public updates on the investigation in accordance with WAC 139.12.

A copy of all press releases and communication will be provided to the family liaison and at least two non-law enforcement community representatives assigned to each investigation prior to release to the media.

Neither the Involved Agency nor KCIRT will provide the media with the criminal background information of the person against whom deadly force has been used, unless it is specifically requested, and release of the information is required by the Public Records Act or other applicable laws. Criminal background information includes the details of the events preceding to the use of force investigated as well as information related to prior police contacts, arrests, and convictions. RCW 10.97.030

A member of the KCIRT will be assigned within the first twenty-four hours as a liaison to the family of any person against whom deadly force was used. The family liaison will keep the family, or a representative of the family's choice, informed of all significant developments in the independent investigation and will give the family and the Involved Agency advance notice of all scheduled press releases.

Participating Agencies recognize the importance of speaking with one voice and not releasing information prematurely or releasing information that could hinder the investigation. The Incident Commander with

the designated KCIRT PIO on the content of news releases or intended press conference statements prior to their release to the media.

If the CLEO of the Involved Agency requests that KCIRT releases existing body cam video or other investigation information of urgent public interest, the KCIRT Administrator should honor the request with the agreement of the prosecutor.

Nothing in this Agreement prevents or prohibits Participating Agencies and Parties to this Agreement from fulfilling their obligations under various public disclosure and reporting laws, including but not limited to Chapter 10.97 RCW and Chapter 42.56 RCW.

24. KCIRT RECORDS

All KCIRT Business Records prepared, owned, or used by KCIRT will be retained by each participating agency involved in KCIRT in accordance with Section 25 of this Agreement. The KCIRT Administrator will retain a final copy of the investigative case file.

25. RECORD RETENTION, PUBLIC RECORDS REQUESTS

KCIRT is not an independent public agency separately subject to the Public Records Act ("PRA"), Chapter 42.56 RCW. KCIRT has no employees, records custodian, or independent place of business. Accordingly, each Participating Agency shall be responsible for retaining records it or its employees prepare, own, or use in the course of KCIRT-related business in accordance with applicable records retention schedules.

All requests for public records under Chapter 42.56 RCW ("public records requests") for records relating to KCIRT investigations shall be handled by the Participating Agency receiving the request ("Receiving Agency") in accordance with its own policies and state law. Any liability, damages, causes of action, or claims in connection with a public records request are the sole responsibility of the Receiving Agency.

Any Receiving Agency that reasonably believes other Participating Agencies or the KCIRT Administrator have copies of records that qualify as the Receiving Agency's public records may request these public records from the other Participating Agencies or the KCIRT Administrator. The other Participating Agencies and/or KCIRT Administrator must make a good-faith effort to provide these records to the Receiving Agency in a reasonably expedited fashion to enable the Receiving Agency to meet its obligations under the Public Records Act. In the event the Receiving Agency requests records from other Participating Agencies under this paragraph and the other Participating Agency or Agencies disagree that the records are the Receiving Agency's public records, the Receiving Agency's determination shall govern, and the other Participating Agencies shall produce the records at issue to the Receiving Agency.

The Receiving Agency has ultimate authority over what exemptions to claim (if any) and what records to produce in response to the public records requests it receives. To the extent practicable and lawful under Chapter 42.56 RCW, the Receiving Agency will provide at least ten days' notice to any Participating Agency that is implicated in any public records request before the Receiving Agency releases any records. The purposes of this notice is to provide the Participating Agency a reasonable opportunity to seek an injunction against disclosure under RCW 42.56.540 if it chooses to do so.

26. REPORTING

The KCIRT Administrator or designee will provide a briefing to the CLEO of the Venue and Involved Agencies after the investigation has been reviewed by the prosecutor.

Original records shall be maintained by each investigator's employing agency. Investigators from the Participating Agencies will forward copies of their records related to the investigation to the Incident Supervisor or the designated lead investigator.

When the investigation is complete, the KCIRT team will present the case to the Board for approval prior to presenting the investigation to the CLEO of the Involved Agency, designated community representatives, and the Prosecuting Attorney.

Copies of all information received or uncovered during the course of the KCIRT investigation will be provided to the Prosecuting Attorney, the Venue Agency and the Involved Agency in the form of a complete case file.

A partially complete case may be presented to the Prosecutor, for the sake of expediency, when the investigative tasks that remain outstanding are not required for the finding of fact and are expected to take a considerable time to complete (e.g., non-critical lab results).

When an independent investigation is complete, the information will be made available to the public in a manner consistent with applicable state law.

27. DURATION OF AGREEMENT

This Agreement shall take effect when it has been signed by the authorized representative of each Participating Agency and party to the Agreement and shall be renewed automatically on the anniversary of the date of signing even if the signers to this Agreement no longer hold the office they represented as signer, subject to termination as set forth herein.

28. TERMINATION, SUSPENSION, OR WITHDRAWAL FROM AGREEMENT

The duration of this Agreement shall be indefinite and continue until terminated by all the Parties to the Agreement.

Any Participating Agency may withdraw from the Agreement ("Withdrawing Party"). However, prior to said withdrawal being effective, the Withdrawing Party must give a minimum of ten (10) days' written notice to the other Participating Agencies ("Notice"). Notice may be made by mailing the same to all signatories (or anyone who has replaced the signatory in the same representative capacity for each Party) and accounting for three (3) business days for the same. Further, in order for withdrawal from the Agreement to be effective, all signatories (or anyone who has replaced the signatory in the same representative capacity) for the Withdrawing Party must provide said Notice.

Regardless of withdrawal, the terms of this Agreement shall apply in any situation where the Withdrawing Party is then receiving and/or providing Mutual Aid to or from any other Participating Agency or Agencies. Additionally, regardless of withdrawal, the terms of this Agreement under the above-noted paragraph entitled "Public Records Requests" shall survive withdrawal and termination.

In any event, regardless of the existence of this Agreement, withdrawal from this Agreement, or signing of this Agreement, all general authority Washington peace officers employed by the Participating Agencies will still have authority to act pursuant to RCW 10.93.070, Washington Mutual Aid Peace Officers Powers Act.

29. ADDITIONAL AUTHORITY

This Agreement shall be construed as additional authority and not as a limitation of any preexisting authority of the Parties to the Agreement.

30. WAIVER

The failure of any Party to enforce a provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

31. PARTIAL INVALIDITY OR SEVERABILITY

It is the intent of the Parties that if any part, term, or provision of this Agreement should be adjudged invalid, the remaining portions of the Agreement shall continue in full force and effect.

Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law.

32. AMENDMENTS

This Agreement may only be amended in writing and only when acknowledged by the authorized signature of all Parties.

33. LIABILITY

RCW 10.93.040 and 10.93.060 and any other applicable provisions of Chapter 10.93 govern liability and privileges and immunities available to the Parties under this Agreement. Nothing contained in this Agreement shall be construed to alter the liability rules established in RCW 10.93.040 and .060 or to create a liability or a right of indemnification by any third party. This Agreement shall not be construed to create a higher standard or duty of care for civil or criminal liability against the Participating Agencies, their officials, or members.

34. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties and supersedes any other agreement or understanding of the Parties relating to the subject matter of this Agreement.

35. INDEPENDENT CAPACITY

In accordance with RCW 10.93.040, all personnel assigned by a Party to participate as a KCIRT Team member shall be considered the employees of the primary commissioning agency for all purposes whatsoever, which shall be solely and exclusively responsible for its own employees. All rights, duties, and obligations of the employer shall remain with the primary commissioning agency. The personnel

assigned by a Party shall continue under the employment of his or her employer for all purposes whatsoever, including without limitation, any loss, claim, damages, or liabilities arising out of or related to KCIRT activities and investigations.

Each Party and its respective employees and agents shall act as an independent contractor and not as an employee or agent of another Party to this Agreement. The employees and agents of each Party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that Party. No Party shall have the authority to bind another Party nor control the employees, agents, or contractors of another Party to this Agreement. All rights, duties, and obligations of a Party shall remain with that Party.

Each Party shall be solely and exclusively responsible for the compensation, benefits, training expenses, and all other costs and expenses for its employees. Each Party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations regarding its own employees.

36. NONDISCRIMINATION

No Party will discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.

37. SIGNATORIES' AUTHORITY

The authorized representatives signing below are signing this Agreement pursuant to RCW 10.93.070 and pursuant to the existing previously mutually authorized police powers in their respective jurisdictions as evidenced by documents on file with the Washington Association of Sheriffs and Police Chiefs. The authorization given by any Party shall be effective on the date of signature of that entity.

38. COUNTERPARTS, FACSIMILE, ELECTRONIC SIGNATURE

The Parties agree that this Agreement may be executed in multiple counterparts, and, upon such execution, all the counterparts taken together shall constitute one and the same Agreement. Counterparts and signatures transmitted by facsimile, email, or other electronically delivered signatures of the Parties shall be valid and effective as originals.

39. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the Parties by the signatures of their authorized representatives have executed this Agreement effective on the date shown by each signature.

CITY OF BAINBRIDGE ISLAND, WASHINGTON

By: _____
Blair King, City Manager

Date: _____

By: _____
Joseph Clark, Chief of Police

Date: _____

CITY OF BREMERTON, WASHINGTON

By: _____
Greg Wheeler, Mayor

Date: _____

By: _____
Tom Wolfe, Chief of Police

Date: _____

KITSAP COUNTY

By: _____
John Gese, Sheriff

Date: _____

DATED or **ADOPTED** this ____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

KATHERINE T. WALTERS, Chair

CHRISTINE ROLFES, Commissioner

CHARLOTTE GARRIDO, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

CITY OF PORT ORCHARD, WASHINGTON

By: _____
Rob Putaansuu, Mayor

Date: _____

By: _____
Matt Brown, Chief of Police

Date: _____

CITY OF POULSBO, WASHINGTON

By: _____
Becky Erickson, Mayor

Date: _____

By: _____
Ron Harding, Chief of Police

Date: _____

CITY OF SHELTON, WASHINGTON

By: _____
Eric Onisko, Mayor

Date: _____

By: _____
Chris Kostad, Chief of Police

Date: _____

WASHINGTON STATE PATROL

By: _____
John R. Batiste or designee, Chief

Date: _____

CITY OF PORT ANGELES, WASHINGTON

By: _____
Kate Dexter, Mayor

Date: _____

By: _____
Brian Smith, Chief of Police

Date: _____

CITY OF SEQUIM, WASHINGTON

By: _____
Brandon Janisse, Mayor

Date: _____

By: _____
Mike Hill, Chief of Police

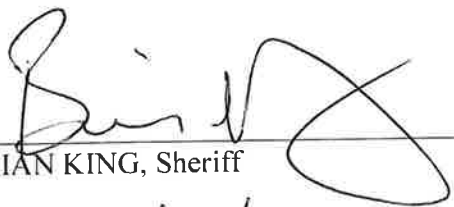
Date: _____

Approved as to form

By: _____
Kristina Nelson-Gross, City Attorney

Date: _____

CLALLAM COUNTY SHERIFF'S OFFICE

By: 
BRIAN KING, Sheriff

Date: 05/15/24

DATED or **ADOPTED** this ____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON**

MIKE FRENCH, Board Chairperson

Approved as to Form:

Signature: 
Dee Boughton, Deputy Prosecuting Attorney



8

AGENDA ITEM SUMMARY

MAY 20 2024

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 5/20/24**

REGULAR AGENDA ☒ **Meeting Date: 5/28/24**

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 811-24-08 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Our STOP Violence Against Women Formula Grant is an annual award providing reimbursement for eligible training costs for law enforcement deputies or officers from the Sheriff's Office, Port Angeles Police Department, and Sequim Police Department. Since the Sheriff's Office has already requested their full reimbursement for the year, State Commerce has granted them an additional \$4,000 in training budget for the remainder of the year.

Budgetary impact: Will be added via supplemental.

Recommended action: Board approval

County Official signature & print name: Brian King, Sheriff

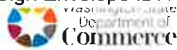
Handwritten signature of Brian King in blue ink.

Name of Employee/Stakeholder attending meeting: Amy Bundy

Relevant Departments: Sheriff

Date submitted: 5/14/24

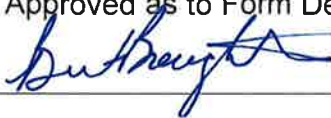
* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



Amendment

Grant Number: F23-31103-054
Amendment Number: A

Washington State Department of Commerce
Community Services Division
Office of Crime Victims Advocacy
Clallam County Sheriff's Office

1. Grantee Clallam, County of DBA Sheriff, 223 E 4 th ST STE 3 Port Angeles WA 98362		2. Grantee Doing Business As (optional) Clallam County Sheriff's Office	
3. Grantee Representative (only if updated)		4. COMMERCE Representative (only if updated)	
5. Original Grant Amount (and any previous amendments) \$12,000.00	6. Amendment Amount \$4,000.00	7. New Grant Amount \$16,000.00	
8. Amendment Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	9. Amend. Effective Date 4/18/2024	10. End Date 12/31/2024	
11. Federal Funds (as applicable) \$16,000.00	Federal Agency: Department of Justice, OVW	ALN Number: 16.588	Indirect Rate (as applicable): N/A
12. SWV # 0000200-05	13. UBI # 54004559	14. UEI # JV6JJNELRBS5	
15. Amendment Purpose The purpose of this amendment is to add funding to the budget. COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant as Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant as Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment A – Scope of Work; Attachment B – Budget- EEOP Compliance Certification Form, Attachment "C" – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters, Attachment "D" – Scope of Work, Attachment "E" – Budget; and Grantee's Originals application for funding as submitted and approved by Commerce. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".			
FOR GRANTEE Signature Mike French Name <u>Chair of the Board, County Commissioners</u> Title Date		FOR COMMERCE Cindy Guertin-Anderson, Assistant Director Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE Approved as to Form Deputy Prosecutor 	

This Grant is **amended** as follows:

Special Terms and Conditions

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 09/01/2021

Federal Award Identification Number (FAIN): 15JOVW-21-GG-00548-MUMU

Total amount of the federal award: \$3,449,421.00

Total amount of federal award 15JOVW-21-GG-00548-MUMU funding in this grant: \$0.00

Awarding official: Rosemarie Hildago, Director (202) 307-6026

Federal Award Date: 09/13/2022

Federal Award Identification Number (FAIN): 15JOVW-22-GG-00458-STOP

Total amount of the federal award: \$3,060,021.0

Total amount of federal award 15JOVW-22-GG-00458-STOP funding in this grant: \$10,204.00

Awarding official: Rosemarie Hildago, Director (202) 307-6026

Federal Award Date: 09/13/2023

Federal Award Identification Number (FAIN): 15JOVW-23-GG-00608-STOP

Total amount of the federal award: \$3,784,202.00

Total amount of federal award 15JOVW-23-GG-00608-STOP funding in this grant: \$5,796.00

Awarding official: Rosemarie Hildago, Director (202) 307-6026

The Grantee agrees that all materials and publications (written, web-based, visual, or any other format) resulting from grant activities shall contain the following statements:

"This project was supported by Subgrant No. **F23-31103-054** awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice. Grant funds are administered by the Office of Crime Victims Advocacy, Community Services Division, Washington State Department of Commerce."

7. COMPENSATION

COMMERCE shall pay an amount not to exceed **\$16,000.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment D – Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment E – Budget.

Grantee shall provide a non-federal match. The total match to be provided shall be at least **\$5,333.00** unless otherwise agreed upon and fulfilled by STOP Grant county partners. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. An expended amount of match funds must be identified on the invoice voucher form provided by COMMERCE.

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

Payment will be on a reimbursement basis only.

Consultant/contractor fees may not exceed \$650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed \$81.25 per hour for less than an eight-hour day. Grantees are required to maintain documentation to support all daily or hourly rates.

Travel expenses incurred or paid by the Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the state of Washington Office of Financial Management

Travel Regulations. Travel expenses are included in the maximum grant amount for this Grant. Current rates for travel may be accessed using the following link:
<https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>.

ATTACHMENT B
Budget

Budget	STOP
Subgrantees	\$4,000.00
Goods and Services	\$12,000.00
Grant Total	\$16,000.00
Match	\$5,333.00
Project Total	\$21,333.00

ALL OTHER TERMS AND CONDITIONS OF THIS GRANT REMAIN IN FULL FORCE AND EFFECT.



DocuSign Contract Review and Routing Form

Office of Crime Victims Advocacy

Reviewed by:	Title:	I verify that I have:	Date:
Lisa Lipsey	Grant Manager	Proofed documents	4/22/2024 10:58 AM PDT
Jodine Honeysett	Section Manager	Matched approved Obligation Summary Memo and Allocation Spreadsheet Reviewed entry and coding in CMS	4/22/2024 5:45 PM PDT
Trisha Smith	Assistant or Managing Director	Correct template from IntraCOM has been used OR Documentation has been included with reason for exception	4/23/2024 12:11 PM PDT

Use if Grant Manager needs to verify Grantee submission before Assistant Director's signature

Reviewed by:	Title:	I verify that I have:	Date:
	Grant Manager	Checked that Grantee has completed all required certifications and/or forms	

Certificate Of Completion

Envelope Id: F79C9BB5CA6E47D9BD6E87A2EB4F2803

Status: Sent

Subject: OCVA Services Training Officer Prosecutors Amendment- FFY23 VAWA STOP - Clallam Co Sheriff's Office

Division:

Community Services and Housing

Program: OCVA

ContractNumber: F23-31103-054

DocumentType:

Contract Amendment

Source Envelope:

Document Pages: 4

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kelly Tracy

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

kelly.tracy@commerce.wa.gov

IP Address: 147.55.134.70

Record Tracking

Status: Original

4/22/2024 10:25:00 AM

Holder: Kelly Tracy

kelly.tracy@commerce.wa.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events

Lisa Lipsey

lisa.lipsey@commerce.wa.gov

Washington State Department of Commerce

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

Not Offered via DocuSign

Signature**Completed**

Using IP Address: 147.55.149.207

Timestamp

Sent: 4/22/2024 10:44:08 AM

Viewed: 4/22/2024 10:58:17 AM

Signed: 4/22/2024 10:58:41 AM

Jodine Honeysett

jodine.honeysett@commerce.wa.gov

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

Using IP Address: 198.238.29.42

Sent: 4/22/2024 10:58:42 AM

Viewed: 4/22/2024 10:59:24 AM

Signed: 4/22/2024 5:45:26 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Trisha Smith

trisha.smith@commerce.wa.gov

AMD

WA State Dept of Commerce

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

Not Offered via DocuSign

Completed

Using IP Address: 198.238.6.172

Sent: 4/22/2024 5:45:27 PM

Viewed: 4/23/2024 12:11:49 PM

Signed: 4/23/2024 12:11:55 PM

Elizabeth Waknitz

Ewaknitz@co.clallam.wa.us

Chief Civil Deputy

Clallam County

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

Sent: 4/23/2024 12:11:57 PM

Viewed: 4/23/2024 1:19:03 PM

Signer Events	Signature	Timestamp
Accepted: 4/23/2024 1:19:03 PM ID: 148e3b37-8b97-4e11-9d5c-808f042b34e3 Cindy Guertin-Anderson cindy.guertin-anderson@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/22/2024 10:44:08 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.



9
MAY 20 2024

AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 5/20/24**

REGULAR AGENDA ☒ **Meeting Date: 5/28/24**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11065-24-01 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Given the topological barriers to direct radio connections throughout our county, using a Canadian tower across the water to facilitate coastal connection provides the best coverage in certain areas. While this is not a primary connection in our radio network, it does provide an appreciated enhancement to our communication network. This lease is formalizing the use agreement previously provided by the tower owners, and renews annually unless terminated.

Budgetary impact: No change on current budget, lease rate is included in each budget cycle.

Recommended action: BOCC approval

County Official signature & print name: Brian King, Sheriff

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

Name of Employee/Stakeholder attending meeting: Amy Bundy

Relevant Departments: Sheriff

Date submitted: 5/15/24

* 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)

SITE USE AGREEMENT

This agreement is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter designated the "Tenant") and MUIR COMMUNICATIONS LTD, (hereinafter designated the "Landlord").

In consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

The Landlord hereby rents to the Tenant space in their building and on their Triangle Mountain radio tower for equipment supplied by the tenant

RENTAL RATE

The Tenant shall pay to the Landlord both annual base rent for use of the premises and all additional costs incurred by the Landlord on behalf of the Tenant.

The base rent will include space for the tenant to mount equipment and electrical power supply for the site with generator back-up.

The additional costs include the expense required for the Canadian Radio License, together with costs in support of its application, and any fees incurred by the Landlord should the Tenant pay by credit card.

The annual cost will be \$5,468 in Canadian currency for the first year of the term.

Future changes to the agreed upon rental rate can be effected by mutual written agreement of the Landlord and the Clallam County Sheriff's Office on behalf of Clallam County, without altering other conditions or terms of this agreement.

DURATION OF AGREEMENT

This Agreement shall be effective on the 1st of April 2024, and will automatically renew annually for an additional 1 year term beginning on April 1 of each successive year. The base rent on renewal will be increased at 5% for each successive year. Renewal shall be automatic unless either party notifies the other in writing 60 days prior to renewal of their intent to terminate this agreement.

ACCESS

Access to the site will be maintained by the Landlord and available for the Tenant's use as needed. The Landlord will notify the Tenant if access will be temporarily unavailable for maintenance or unforeseen circumstances.

COSTS AND ATTORNEY'S FEES

If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this agreement, a legal action is instituted the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this agreement may be in the county in which premises are situated.

MODIFICATIONS

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

TERMINATION

This agreement can be terminated at any time by the Tenant or the Landlord providing 60 days notification in writing to the other party. The remaining proceeds of the annual payment shall be returned within thirty calendar days constituting a prorated monthly amount less the annual license fee and a ten percent administrative fee.

Landlord:

Alan and Judy Muir
Muir Communication Ltd,
871 Walfred Rd
Langford, B.C, Canada
judy@muircom.com
alan@muircom.com

Tenant:

Clallam County
223 E 4th St
Port Angeles, WA 98362

Contract specific personnel are:
elizabeth.waknitz@clallamcountywa.gov
Richard.tomko@clallamcountywa.gov

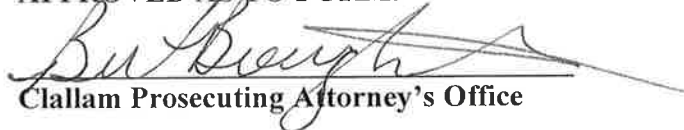
By: _____
Muir Communications Ltd.

By: _____
Mike French,
Chair of the Board

Date: _____

Date: _____

APPROVED AS TO FORM:


Clallam Prosecuting Attorney's Office



AGENDA ITEM SUMMARY

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

10
MAY 20 2024

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date: May 20, 2024**

REGULAR AGENDA ☒ **Meeting Date: May 28, 2024**

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

Item summary:

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

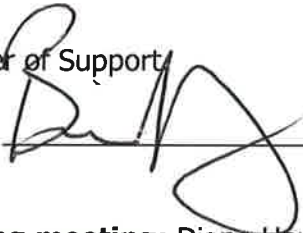
Documents exempt from public disclosure attached: ☐

Executive summary:

As part of our energy resilient planning efforts, the Emergency Management Division of the Sheriff's Office has been collaborating with many stakeholders in our community. One of these stakeholders, Clallam PUD, is seeking funding from the WA State Department of Commerce to build a micro-grid at its Sequim Substation. We request that the BOCC provide a Letter of Support with respect to Clallam PUD's grant application.

Budgetary impact: ☒ **No Budget Impact**

Recommended action: BOCC sign the Letter of Support

County Official signature & print name:  Sheriff Brian King

Name of Employee/Stakeholder attending meeting: Diane Harvey

Relevant Departments: Sheriff's Office

Date submitted: 05/15/24

* 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)

BOCC Agenda Item Clallam PUD Letter of Support

Revised: 3-04-2019



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

MARK OZIAS, District 1

RANDY JOHNSON, District 2

MIKE FRENCH, District 3, Chair

TODD MIELKE, County Administrator

May 28, 2024

Washington State Department of Commerce
1011 Plum Street SE
Olympia, WA 98504-2525

RE: Letter of Support for the GEN-CLEANENERGY24 WA State Department of Commerce Grant

Dear Commerce Grant Review Committee:

The Clallam County Board of Commissioners is pleased to provide a letter of support in connection with Clallam County PUD's application for GEN-CLEANENERGY24 grant funding for its Sequim Substation Microgrid Project. This energy resilience project directly aligns with several of Clallam County's key regional planning priorities contained in Clallam County's Multi-Jurisdictional Hazard Mitigation Plan and Clallam County's Climate Action Plan.

By creating a resilient, locally controlled energy system capable of operating independently from the primary grid, the Sequim Substation Microgrid will enhance our region's ability to withstand and recover from natural disasters and other disruptions. In the event of an earthquake, wildfire, severe storm, or other emergency that causes widespread power outages, the microgrid will ensure that critical communications systems remain operational. This improved capacity is vital for coordinating response efforts and keeping our residents informed and safe. The proposed microgrid's integration of renewable solar generation and battery storage also aligns with Clallam County's goals around energy conservation, efficiency, and sustainability. Additionally, the electric vehicle charging component supports our goals to expand EV adoption and reduce transportation emissions.

Clallam County PUD has consistently demonstrated strong leadership in modernizing regional energy systems and in partnering with the County to achieve our shared objectives. We have every confidence in the PUD's ability to successfully implement this innovative project, and we urge the Department of Commerce to provide full funding for the Sequim Substation Microgrid.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias



AGENDA ITEM SUMMARY

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

11
MAY 20 2024
le

Department: Public Works

WORK SESSION ☒ **Meeting Date: 05/20/24**

REGULAR AGENDA ☒ **Meeting Date: 05/21/24**

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 |

Documents exempt from public disclosure attached: ☐

Executive summary:

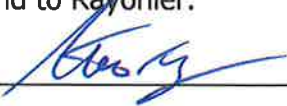
The Public Works Department has been working with Rayonier for acquisition of a 150-wide trail corridor along approximately 6.5-miles of SR 110 frontage as part of the land acquisition and planning effort to construct the western segment of the Olympic Discovery Trail (ODT) between Forks and La Push. Rayonier has recently announced plans to sell its major landholdings in Clallam County, including the trail corridor the County has been in discussions and negotiations with Rayonier over the past two years to purchase. The Board requested that Public Works draft a letter to send to Rayonier regarding the County-Rayonier previous work on the trail corridor acquisition considering the Rayonier land sale announcement.

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

Not applicable.

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

Review the draft letter and finalize what to send to Rayonier.

County Official signature & print name:  Steve Gray

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Steve Gray, Public Works.

Date submitted: May 15, 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

May 21, 2024

Mr. Mark McHugh, President and CEO
Rayonier Corporate Headquarters
1 Rayonier Way
Wildlight, Florida 32097

Dear Mr. McHugh:

Clallam County has been negotiating with Rayonier since 2022 on a trail corridor purchase that is a key segment of the planned western terminus of the 135-mile Olympic Discovery Trail (ODT) that crosses the North Olympic Peninsula here in Washington State. The ODT is a multiuse, paved trail for pedestrians, bicyclists, equestrians, and other trail users. The ODT trail corridor segment we have been in negotiations with Rayonier to purchase is approximately 6.5-miles long and 150-feet wide located adjacent to the southside of State Route (SR) 110 between the City of Forks and the Quileute Nation coastal community of La Push. This trail corridor of interest is part of the 36,985-acre Clallam-S Package that is for sale from Rayonier and is approximately 119 acres in total.

Why Important?

The western terminus of the ODT to link the communities of Forks and La Push has been in the planning for years. There is a high level of public interest to complete this important ODT connection on the County's west end. Land acquisition and planning for the development and completion of the ODT on the west end of the county has been identified as a priority goal by the Board of County Commissioners. The City of Forks and the Quileute Nation strongly support a multiuse trail connection between the two communities, as an alternative to SR 110.

The trail corridor the County has been working with Rayonier to purchase is the last segment of a multiuse trail system that also has a strong regional and national interest. When complete, the ODT will connect communities and destinations across the North Olympic Peninsula. It will also provide for connections to other existing and planned regional trails for a multiuse trail connection to the Seattle ferry system with opportunities to connect to and continue travel on cross state, multiuse trail systems. The ODT is of nationwide interest in that it is the planned western terminus of the Great American Rail-Trail (GART) that will provide a multiuse trail that stretches more than 3,700 miles (over 52% complete) between Washington, D.C., and the community of La Push in our county.

ODT-Forks to La Push Project Status

We thank Rayonier for successfully working with the County on our previous purchase of a 150-wide ODT trail corridor segment from Rayonier in the City of Forks on the east side of US 101. Clallam County appreciates the time and effort the Rayonier Team has spent working with the County to achieve our goal to purchase the continuation of this ODT trail corridor acquisition on Rayonier lands west of US 101 along the SR 110 Corridor.

Clallam County recently purchased a 150-foot wide by approximately 0.5-miles long trail corridor from the Washington State Department of Natural Resources along the SR 110 corridor and are in the process of finalizing purchase of another approximately 0.6-miles of trail corridor from another property owner. The trail corridor lands the County has been negotiating with Rayonier connect on both the east and west sides of these secured and soon to be secured trail corridor sections.

The last section of the ODT-Forks to La Push trail corridor will go through Olympic National Park (ONP) and Quileute Tribal Nation Lands who are project partners. It will connect to an existing 1-mile plus separated, multiuse trail on Tribal lands, and will also connect with two ONP popular coastal trailheads.

County and Rayonier Negotiations

We would especially like to thank Mr. Chad McClung and other members of the Rayonier Team for their time and efforts spent with the County project team over the past two years for our interest to purchase trail corridor along the SR 110 corridor west of US 101. These efforts included six Rayonier and Clallam County meetings and ongoing correspondence to address Rayonier issues and concerns.

The County made trail corridor purchase offers based on land appraisals on April 5, 2022, for \$499,000 and on September 8, 2022, for \$699,000. In December 2022, the Rayonier Team drafted a Purchase and Sales Agreement (PSA). On June 7, 2023, the County made an offer of \$725,000, which included a \$56,000 administrative adjustment to the September 2022 offer. Meetings and correspondence through late-2023 have focused on understanding and addressing Rayonier concerns related to continued access to adjacent owned lands and other issues such as need for temporary trail closures to ensure long-term compatibility of a public trail with forest management operations (e.g., aerial spraying, adjacent harvest operation).

The ODT goes through other private, state, and federal forest lands. The County appreciates the importance of forest lands and management, and the need to avoid and minimize conflicts between forest management operations and non-forestry uses. In fact, it is this recognition that we targeted the trail corridor purchase on Rayonier lands to be located immediately adjacent to SR 110 within a 150-foot-wide corridor. The 150-foot corridor width allows for a trail design that provides for separation and buffering from adjacent forest management operation as well as SR 110.

A key part of discussions with Rayonier has centered on PSA language to ensure Rayonier and successors access across the planned trail corridor to access adjacent owned lands. In September 2023, the County provided the latest revised language to the PSA reserved easement language based on previous meetings with the Rayonier Team. In October 2023, the County responded with new PSA language to address a concern raised by Rayonier at an October meeting related to the County designating the ODT as a park in terms of state forest practices rules. Based on these prior mutual efforts, the County believes we were very close to agreement on PSA language in preparation of obtaining an updated appraisal.

Our Request

It is our understanding that the deadline for bids for the Clallam-S area of 36,985 is June 6, and that our request to resume and complete negotiations for our trail corridor purchase will not occur during this period. The County appreciates Mr. McClung's offer to help the County to connect with the new future owner about our interest in purchasing a trail corridor.

The County requests that Rayonier inform the future prospective landowner of County interest to purchase the 150-wide trail corridor along SR 110 in the Clallam-S area, and to convey the positive discussions and negotiations held between the County and Rayonier. We would also appreciate informing the future prospective owner of our interest in a Right-of-Entry request to gather additional information this summer of the planned alignment to support design efforts. If Rayonier does not receive bids or does not proceed with the sale of Clallam-S area, we would respectfully request Rayonier resume negotiations with the County.

We look forward to hearing back from you on our request. If you have any questions of the County regarding the ODT and our interest in purchasing a trail corridor from Rayonier please contact Steve Gray, Deputy Director Public Works, who is the project manager for Clallam County.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

Cc:

Mr. Mike Mackelwich, Director NW Operations, 3033 Ingram Street, Hoquiam, WA 98550

Mr. Chad McClung, Senior Manager, Real Estate Operations, 124 N. Cotton Square, Lufkin, TX 75901

Rayonier Pacific Resource Unit – Forks, 116 Quillayute Road, Forks, WA 98331

DRAFT



12
MAY 20 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 05/20/2024**

REGULAR AGENDA ☒ **Meeting Date: 05/28/2024**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19951.24.001 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

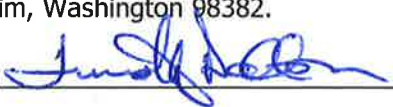
Documents exempt from public disclosure attached: ☐

Executive summary: This is an Affordable Sales and Used Tax Grant Recipient Agreement with Peninsula Behavioral Health (PBH) allocating Affordable Sales and Use Tax 1406 funding in an amount not to exceed \$250,000 to assist with the rehabilitation of a 5-bedroom Permanent Supported Housing Group Home located at 5th and Fir St. in Sequim, WA. As the predominant behavioral health provider in rural Clallam County, their mission is to extend housing and comprehensive support to individuals grappling with serious behavioral health needs.

Budgetary impact: Budget adjustment has been made and this is included in the budget.

Recommended action:

1. The approval of Affordable Sales and Use Tax Grant Recipient Agreement with Peninsula Behavioral Health allocating Affordable Sales and Use Tax 1406 funding in an amount not to exceed \$250,000 for the rehabilitation of a group home located at 5th and Fir, Sequim, Washington 98382.

County Official signature & print name: Timothy Dalton 

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Timothy Dalton, Housing and Grant Resource Director/Wendy Sisk, Exec. Dir. Peninsula

Date submitted: 05/15/2024

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary PBH 5th & Fir Affordable Sales and Use Tax grant recipient Agreement
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

AFFORDABLE AND SUPPORTIVE HOUSING GRANT RECIPIENT AGREEMENT

This Recipient Agreement ("Agreement") is dated as of the ____ day of _____, 2024, by and between Clallam County, a Washington political subdivision ("County"), and Peninsula Behavioral Health (PBH) (Federal Tax ID 91-0869129, UEI # JYATMDPPBTR8), ("Recipient").

WHEREAS, the RCW 82.14.540 authorizes the County to expend Affordable Housing Sales and Use Tax Funds received by the County to assist in providing Affordable and Supportive Housing to county Residents at or below 60% or Area Median Income. The moneys collected or bonds issued under this section may only be used for the following purposes:

1. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services under RCW 71.24.385 (Behavioral health administrative services and managed care organizations—Mental health and substance use disorder treatment programs—Development and design requirements).
2. Funding the operations and maintenance costs of new units of affordable or supportive housing; or
3. For providing rental assistance to tenants.
4. The housing and services provided pursuant to subsection (6) of this section may only be provided to persons whose income is at or below sixty percent of the median income of the county or city imposing the tax.

WHEREAS, the Recipient, is a behavioral health administrative services and managed care organization located within Clallam County, has been tasked with providing supportive services and housing. The County and Recipient desire to enter into this Agreement so that the County may provide Affordable Housing Sales and Use Tax Funds for appropriate and qualifying expenditures to the Recipient for in support of PBH application for supportive housing and for other reimbursement costs as specified in Attachment A.

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 December 31, 2025 with a progress review in January of 2025 unless terminated by the County in writing.
2. Affordable Housing Sales and Use Tax Fund. The County agrees to provide the Recipient a total sum not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000) for the rehabilitation a group home located at 490 N 5th Avenue, Sequim, WA 98382 as specified based Affordable Housing Grant Application submitted to Clallam County Housing Solutions Committee with Attachment A covering the Scope of Work.
3. Recipient's Use of Affordable Housing Sales and Use Tax Funds. The Recipient shall ensure that the Affordable Housing Sales and Use Tax Funds requests are necessary Eligible Uses under the criteria set forth in RCW 82.14.540 and described in detail in

Attachment A as well as competitive bid and prevailing wage in compliance with Washington State Labor and Industries Standard.

4. Reimbursement Request & Reporting Requirements. To facilitate the release of Affordable Housing Sales and Use Tax Funds by the County to the Recipient and the County's compliance with reporting requirements for usage of Affordable Housing Sales and Use Tax Funds funding per Attachment A Scope of Work, the Recipient 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 Recipient based on eligible criteria, outlined in Attachment A. The County shall then distribute Affordable Housing Sales and Use Tax Funds, as requested by the Recipient. 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.
5. Termination. The Parties may terminate this Agreement as follows:
 - a. Termination for Loss of Funding. The County shall have the right to terminate this Agreement upon advance written notice if the funds relied upon for the Grant Award are terminated, suspended or otherwise lost or impaired in whole or in part.
 - b. Termination for Convenience. Either party may terminate this Agreement for convenience upon giving the other party at least 30 days' advance written notice. In that event, the Recipient will be entitled to payment only for those expenses and costs reasonably and actually incurred prior to the effective date of the termination.
 - c. Termination for Default. If either party defaults in its performance under this Agreement, the nondefaulting party may give the defaulting party written notice that it has 30 days in which to cure the default. If the default is not cured within 30 days of notice, the nondefaulting party may terminate this Agreement.
6. 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 Recipient 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.
7. Professional Legal Liability. The Recipient will maintain professional legal liability or professional errors and omissions coverage appropriate to the Recipient's profession. The coverage will have a limit of not less than \$1 million per occurrence. The coverage will apply to liability for a professional error, act or omission arising out of the Recipient's services under this Agreement. The coverage will not exclude bodily injury or property damage. The coverage will not exclude hazards related to the work rendered as part of this Agreement or within the scope of the Recipient's services under this Agreement, including testing, monitoring, measuring operations or laboratory analysis where such services are rendered under this Agreement.
8. Workers' Compensation and Employer Liability. The Recipient will

maintain workers' compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Clallam County Risk Management Division. If this Agreement is for over \$50,000, then the Recipient will also maintain employer liability coverage with a limit of not less than \$1 million.

9. Commercial General Liability. The Recipient will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$1 million per occurrence. The general aggregate limit will apply separately to this Agreement and be no less than \$2 million. The Recipient will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement. Specialized forms specific to the industry of the Recipient will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
10. Indemnification. The Recipient 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 Recipient, its officers, directors, employees, and/or agents relating to the Recipient's performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.
11. Compliance with Laws, Guidelines. The Recipient 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.
12. Maintenance and Audit of Records. The Recipient 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 Recipient was reimbursed for unallowable costs under this Agreement, the Recipient agrees to promptly reimburse the County for such payments upon request.
13. 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:

Recipient

Peninsula Behavioral Health (PBH)

Attn: Wendy Sisk, Chief Executive Officer

118 E 8th Street

Port Angeles, WA 98362

Clallam County

Attn: Timothy Dalton, BOCC Housing and Grant Resource Director

223 E 4th St, Suite 4

Port Angeles, WA 98362-3015

14. 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.
15. 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.
16. 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.
17. Time. Time is of the essence in this Agreement.
18. 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.
19. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
20. 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.
21. Permissible-Use Warranty. The Recipient warrants that its planned and actual uses of the Grant Award constitute permissible uses for affordable and supportive housing as established in RCW 82.14.540. This section shall survive the expiration or termination of this Agreement.
22. 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.
23. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

24. Assignment. The Recipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.
25. Entire Agreement. This Agreement constitutes the entire agreement between the County and the Recipient 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.
26. 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.
27. 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.
28. 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.
29. 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 _____ day of _____, 2024.

RECIPIENT

By: _____

Print Name: Wendy Sisk

Its: Chief Executive Officer

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

Scope of Work

Project Description: The project consists of converting the existing office building in Sequim into a residential home to support transitional living.

Existing offices will be changed to bedrooms, bathrooms will be modified for residential ADA use, and a full kitchen and laundry room will be added into the current footprint.

Demolition of designated walls, door, etc. will be required to accommodate the transition. The majority of work will take place on the interior; however, patching and repair of exterior siding will be required where new windows are incorporated.

Project will include:

Bathrooms

- Convert one bathroom to full bath with walk tub shower combo.
- Convert second bathroom to ADA accessible bathroom
- Replace commercial sink in full bath with residential vanity.
- Will need to expand ADA bathroom footprint to accommodate – includes drywall etc
- Ensure appropriate venting, install new vents if needed

Kitchen

- Remove reception area walls to open up to living room area
- Contractor grade cabinets
- Contractor grade appliances Stove, vent hood, dishwasher, fridge Vent stove to outside
- 34"+ Fridge
- Quartz counter tops for durability

Laundry

- Old kitchen becomes laundry
- Include sink if possible
- Vent dryer outside per code
- Contractor grade cabinets above washer dryer for storage
- New Washer/Dryer

Bedrooms

- Make Room 5 larger and add closet
- Add a closet to room 6
- Install missing closet doors



13
MAY 20 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 5-20-24**

REGULAR AGENDA ☒ **Meeting Date: 5-28-24**

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19925.24.025 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The BOCC approved the Lodging Tax funding application for the Port Angeles Waterfront Center, Resolution 40, 2024.

This item is the Personal Services Agreement with the Port Angeles Waterfront Center in the amount of \$100,000 to assist with the funding for Field Hall Art & Events.

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?** ☐

These funds are included in the 2024 adopted budget – Hotel/Motel Tax Fund.

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

Review and approve.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, LTAC Member – Commissioner Johnson

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: 5-15-24

* 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

Contract Number: 19925.24.025

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

Name: Port Angeles Waterfront Center
Address: 201 W Front St, Port Angeles, WA 98362
Phone N^o: 860-869-0534

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 30th day of April 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2024.

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

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

Port Angeles Waterfront Center
Steven Raider-Ginsburg

Mike French, Chair

Title: Executive Director

Date: _____ 2024

ATTEST:

Loni Gores, MMC, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding for Field Hall Arts & Events.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of \$100,000 for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of \$100,000 to be paid when the contract is fully executed.

OR

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

Name/Position

Hourly Rate

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.
- In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

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

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

Name:

Title:

Address:

Telephone:

E-mail:

Fax:

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all

subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

☒ **COMPREHENSIVE GENERAL LIABILITY:**

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

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

Endorsement (two year tail).	\$	per occurrence
------------------------------	----	----------------

☐ **WORKERS COMPENSATION:** Statutory amount

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

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

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

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

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

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

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



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 5-20-24

REGULAR AGENDA ☒ Meeting Date: 5-28-24

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19925.24.016 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The BOCC approved the Lodging Tax funding application for Washington Festival and Events Education Foundation, Resolution 40, 2024.

This item is the Personal Services Agreement with the Washington Festival and Events Education Foundation in the amount of \$157,500 to assist with the funding for the Dungeness Crab Festival.

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?** ☐
These funds are included in the 2024 adopted budget – Hotel/Motel Tax Fund.

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, LTAC Member – Commissioner Johnson

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: 5-15-24

* 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

Contract Number: 19925.24.016

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

Name: Washington Festival and Events Education Foundation

Address: P.O. Box 2406

Phone N^o: Port Angeles, WA 98362

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 30th day of April 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2024.

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

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

Washington Festival and Events Education
Foundation
Executive Director: Rose Thompson

Mike French, Chair

Date: _____ 2024

ATTEST:

Loni Gores, MMC, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

Copies: 5

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

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding to operate a special event/festival (Dungeness Crab Festival) designed to attract tourists.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of \$157,500 for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☒ other (specify) One payment in the amount of \$157,500 to be paid when the contract is fully executed.

OR

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

Name/Position

Hourly Rate

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify):

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.
- In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

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

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

Name:

Title:

Address:

Telephone:

E-mail:

Fax:

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all

subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

☒ **COMPREHENSIVE GENERAL LIABILITY:**

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

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

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

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

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

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

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

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

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

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

☐ 4. Other (specify):.



15
MAY 20 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 5-20-24**

REGULAR AGENDA ☒ **Meeting Date: 5-28-24**

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19925.24.028 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The BOCC approved the Lodging Tax funding application for Clallam County Public Works, Resolution 40, 2024.

This item is the Personal Services Agreement with the Clallam County Public Works in the amount of \$84,400 to assist with the funding for the Olympic Adventure Trail OAT Whiskey Creek Bridge Replacement and Improvement Project.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
These funds are included in the 2024 adopted budget – Hotel/Motel Tax Fund.

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, LTAC Member – Commissioner Johnson

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: 5-15-24

* 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

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

Name: Public Works
 Address: 223 E 4th St., Suite 6
 Port Angeles, WA 98362
 Phone N^o: 360-417-2290

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 30th day of April 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2024.

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

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS


 Clallam County Public Works
 Steve Gray – Deputy Director


 Mike French, Chair

Date: 05/15, 2024

ATTEST:


 Loni Gores, MMC, Clerk of the Board

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

Originals: BOCC
 Vendor
 Initiating Department
 Copies: 5

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding of the 2024 Olympic Adventure Trail (OAT) Whiskey Creek Bridge Replacement and Improvement Project.

- 1. *OAT Whiskey Creek Bridge Replacement and Improvement Project.*** The OAT Whiskey Creek Bridge Replacement and Improvement 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.
- 2. *Bridge Replacement & Improvements.*** The lodging tax grant may be used to fund the OAT Whiskey Creek Bridge Replacement and Improvements Project. The proposed bridge replacement is a for a six-foot-wide durable fiberglass bridge at the existing stock crossing that will support all trail users, including equestrians. It will span the full floodplain width and active channel erosion areas to help ensure a long lifespan and avoid stream impacts.
- 3. *Meet with the Lodging Tax Advisory Committee on a yearly basis to:***
 - Review goals and objectives for tourism enhancement.
 - Review expenditure of funds.
 - Review achievements of the past year.
 - Discuss the proposed work plan for the coming year.
 - Additional review may be required by the Commissioners upon reasonable notice.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of \$84,400 for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

OR

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

Name/Position

Hourly Rate

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify): _____

SPECIAL TERMS AND CONDITIONS

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

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

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

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



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

☐ **COMMERCIAL GENERAL LIABILITY:**

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

☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)** \$ per occurrence

☐ **WORKERS COMPENSATION:** Statutory amount

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

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

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

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

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

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

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

- ☐ 4. Other (specify):.



AGENDA ITEM SUMMARY
(Must be submitted NLT 3PM Wednesday for next week agenda) **MAY 20 2024**

Department: BOCC

WORK SESSION ☒ **Meeting Date: 5-20-24**

REGULAR AGENDA ☒ **Meeting Date: 5-28-24**

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19925.24.016 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The BOCC approved the Lodging Tax funding application for Clallam County Park, Fair and Facilities, Resolution 40, 2024.

This item is the Personal Services Agreement with the Clallam County Park, Fair and Facilities in the amount of \$75,000 to assist with the funding for the design, fabricate and install an enlarged ramp to reestablish beach access at the Clallam Bay County Park.

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?** ☐
These funds are included in the 2024 adopted budget – Hotel/Motel Tax Fund.

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, LTAC Member – Commissioner Johnson

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: 5-15-24

* Work Session Meeting - Submit 1 single sided/not stapled copy Paks Fair and Facilities Clallam Bay Ramp LTAC Contract
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



PERSONAL SERVICES AGREEMENT

Contract 19925.24.029

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

Name: Parks, Fair and Facilities
Address: 223 E 4th St., Suite 7
Port Angeles, WA 98362
Phone N^o: 360-417-2429

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 30th day of April 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2024.

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

CONTRACTOR

CLALLAM COUNTY BOARD OF COMMISSIONERS

Clallam County Parks, Fair and Facilities
Director Don Crawford

Mike French, Chair

Date: _____, 2024

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding for design, fabricate and install an enlarged ramp to reestablish beach access at the Clallam Bay County Park.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of 75,000 for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☒ annually; ☐ at completion of project; ☐ other (specify) _____.

Request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested.

OR

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

Name/Position

Hourly Rate

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify): _____

SPECIAL TERMS AND CONDITIONS

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

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

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

- ☐ COMMERCIAL GENERAL LIABILITY:

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

	\$	per occurrence
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- ☐ WORKERS COMPENSATION:

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

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

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- ☐ 4. Other (specify):.