



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, May 7, 2024 – 10:00 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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

PUBLIC COMMENT ? Please limit comments to three minutes (10 minutes total)

CONSENT AGENDA ? Any Commissioner may remove items for discussion

- 1a. Approval of vouchers for the week of April 29

Approval of vouchers 

- 1b. Approval of minutes for the week of April 29

Approval of minutes 

- 1c. Proclamation Recognizing Child Care Provider Appreciation Day

Proclamation 

- 1d. Resolution appointing Kelly Newhouse to the Behavioral Health Advisory Board

Resolution 

- 1e. Resolution appointing Jane Childers to the Lake Sutherland Steering Committee

Resolution 

- 1f. Letter of support for Port of Port Angeles 2024 Port Infrastructure Development Program application

Letter of support 

- 1g. Letter of support with Washington State Administrative Office of the Courts for Veterans Court Grant

Letter of support 

REPORTS AND PRESENTATIONS

? Recognizing Debi Cook for over 19 years of service to Clallam County

CONTRACTS AND AGREEMENTS

- 2a. Agreement with Washington Military Department and U.S. Department of Homeland Security for Operation Stonegarden Program

Agreement 

- 2b. Agreement appendix A with Washington State University Extension for approved 2024 budget

Agreement 

- 2c. Agreement with Department of Agriculture for Dog Barn and Agility Arena upgrades

Agreement 

- 2d. Land purchase agreement with Clifford and Judy Hewitt for Bear Creek Road

Agreement 

- 2e. Land purchase agreement with Joel and Shauna Wilhelm for Bear Creek Road

Agreement 

- 2f. Purchase order with Carousel Industries for phone system maintenance and support

Purchase order 

BIDS AND AWARDS

- 3a. Request for proposal opening ? Hearing Examiner Services

Proposal opening 

- 3b. Bid opening ? McDonald Creek Irrigation and Fish Passage Improvement Project

Bid opening 

- 3c. Bid opening ? Lower Dungeness River Floodplain Restoration and Levee Road Realignment Project ? Phase 3 ? 2024 Construction

Bid opening 

COMMUNITY DEVELOPMENT

- 4a. Resolution to authorize expenditures from the Conservation Futures Fund for approved 2024 applications

Resolution 

PUBLIC WORKS

- 5a. Notice to call for bids to be received no later than Tuesday, May 28, 2024 at 10 a.m. for the 2024 Hot Mix Asphalt Requirements

Call for bids 

PUBLIC COMMENT ? Please limit comments to three minutes

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

The following meetings are scheduled for the Board of Commissioners May 6-10:

Monday, May 6:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual Update

Tuesday, May 7:

10:00 a.m. Board Meeting

Wednesday, May 8:

8:00 a.m. Coffee with Colleen

Friday, May 10:

4:00 p.m. KSQM Radio Show

Saturday, May 11:

1:00 p.m. Forest Conservation Spring Celebration (Wandering Joy Campground - 233035 Hwy 101)

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.
- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.
- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

These guidelines are intended to promote an orderly system for conducting a public hearing so that each person has an opportunity to be heard and to ensure that exercising their right of free speech embarrasses no one.

Note: 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.



1a
MAY 07 2024

Date of report: May 1, 2024

General Fund	\$172,963.78
Other Funds	\$466,472.49
Total	\$639,436.27

STATE OF WASHINGTON

County of Clallam

This is to certify that the foregoing Final Check Lists a.k.a., Register of Warrants for the period herein indicated, is a full, true, and correct representation of the corresponding payments for services rendered to and supplies and equipment received by all Clallam County government operations as recorded in the books or original entry maintained by this office.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2024.

SHOONA RIGGS COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the services and merchandise herein specified have been received and that the claims listed and numbered above are hereby approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MIKE FRENCH, Chair

RANDY JOHNSON

MARK OZIAS

TODD MIELKE, County Administrator

Weekly Expenditures

April 29 - May 3, 2024

Fund #	Department	Expenditures		Use Tax	
		General Fund (GF)	Other Funds	General Fund (GF)	Other Funds
00100.211	Assessor	1,756.00			
00100.221	Auditor	12,200.79			
00100.241/291/831	Commissioners (BOCC)	2,000.00			
19914.291	BOCC - Veterans Relief		1,691.25		
00100.331-334	Dept. of Community Develop't (DCD)	2,904.96			
30301.331	DCD - Lower Dungeness Floodplain		267.75		
00100.881	District Court II	60.00			
11301.511	Health & Human Services (HHS)		70,680.63		
00100.511	HHS - Environmental Health	7,767.97			
11322.511	HHS - Homeless Task Force		36,943.59		
11323.511	HHS - Chem Dep/Mental Hlth		113,753.19		
11324.511	HHS - Affordable Housing		6,255.41		
11331.511	HHS - Developmental Disabilities		111,607.25		
00100.461	Human Resources (HR)	720.90			
50401.461	HR - Risk Management		19,895.28		
50701.461	HR - Unemployment Compensation		27,767.75		
00100.411	Information Technology (IT)	894.07			
00100.851	Juvenile Services	15,515.20		9.48	
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		1,531.31		
00100.911/912	Parks Fair Facilities (PFF)	14,161.94			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		1,152.38		
30201.911	PFF - REET 2 (Real Estate Excise Tax)		48.58		
30501.911	PFF - Capital Projects		2,379.47		
00100.841-843	Prosecuting Attorney	12.00			
	Public Works (PW)				
10101.611	PW - Roads		5,931.06		
30401.331	PW - Dungeness Reservoir		24,237.44		
40201.611	PW - Solid Waste		980.00		
41401.611	PW - Clallam/Seki Sewer		1,822.64		
42401.611	PW - Carlsborg Sewer		577.14		
43401.611	PW - Bullman Beach Water System		620.55		
50301.611	PW - ER&R (Equip't Rental & Revolving)		34,243.12		
00100.811-815,817	Sheriff	92,788.32		36.84	
00100.816	Sheriff - Jail Medical	1,793.73			
11003.811	Sheriff - Boating Safety		53.06		
11008.811	Sheriff - OPNET Drug		1,808.49		
11065.811	Sheriff - OPSCAN Operations		2,183.77		
11080.811	Sheriff - Inmate Commissary		38.00		3.38
00100.861	Superior Court	14,810.58			
00100.231	Treasurer	4.00			
00100.931	WSU Extension	5,527.00			
Total		172,917.46	466,469.11	46.32	3.38

VISA statement balance:

Statement date:

Report Reconciliation		Totals			
Total	639,386.57	General Fund	172,963.78		
Final Check Lists	639,386.57	Other Non-GF	466,472.49		
Difference	-	VISA charges	-		
		Total	639,436.27	Use Tax	49.70

COPY

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
5/7/2024	BOB BARKER CO INC	INV2010644	moliver1	106.47	9.48	106.47
5/7/2024	ENDUR ID INC	20-23154	jkoon	413.94	36.84	413.94
5/7/2024	SWANSONS SERVICES CORP.	1830491	jkoon	38.00	3.38	38.00
Totals:				558.41	49.70	558.41

Entry Title
Date

Inter Department Invoices
4/30/2024

entry #

E/R/B	Fund number	BARS number	Description	Debit	Credit	Comment
E	00100 .511.	56254.41.0020	HHS EH	1470.49		PIC 2024 03 Onsite Strmkprs 0324
R	00100 .332.	34319.00.0025	DCD		1470.49	PIC 2024 03 Onsite Strmkprs 0324
E	00100 .851.	52760.31.0067	Juv Svcs	2329.65		C24-012 3/24 Detention Meals
R	00100 .815.	34270.00.0050	Sheriff		2329.65	C24-012 3/24 Detention Meals
E	00100 .841.	51535.41.0020	Prosecutor	12.00		Clerks papers 03/24
R	00100 .891.	34134.00.0000	Clerk		12.00	Clerks papers 03/24
		totals		3812.14	3812.14	
		entry balance			0.00	

HHS EH	00100.511	1,470.49
Juv	00100.851	2,329.65
Pros	00100.841	12.00
		<u>3,812.14</u>

0 • *

Warrants 4 65 • 622 • 35 +
 JEs { 3 • 812 • 14 +
 1 69 • 952 • 08 +
 639 • 386 • 57 * +

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Entry Title
Date

Inter Department Invoices
4/30/2024

entry #

E/R/B	Fund number	BARS number	Description	Debit	Credit	Comment
B	00100 .000.	11110.00.0000	Assessor		1756.00	2024.072E 0324 vehicle rental
E	00100 .211.	51424.45.0015	Assessor	1756.00		2024.072E 0324 vehicle rental
R	50301 .611.	34810.00.0010	PW - ER&R		1756.00	2024.072E 0324 vehicle rental
B	50301 .000.	11110.00.0000	PW - ER&R	1756.00		2024.072E 0324 vehicle rental
B	30301 .000.	11110.00.0000	DCD		210.00	G157 24-0211 Water Quality Monitoring Tests
E	30301 .331.	55310.41.0020	DCD	210.00		G157 24-0211 Water Quality Monitoring Tests
R	00100 .511.	34620.00.0120	HHS - EH		210.00	G157 24-0211 Water Quality Monitoring Tests
B	00100 .000.	11110.00.0000	HHS - EH	210.00		G157 24-0211 Water Quality Monitoring Tests
B	00100 .000.	11110.00.0000	DCD		1000.00	2024.068E 3/24 vehicle rent
E	00100 .331.	52460.45.0015	DCD	1000.00		2024.068E 3/24 vehicle rent
R	50301 .611.	34810.00.0030	PW - ER&R		1000.00	2024.068E 3/24 vehicle rent
B	50301 .000.	11110.00.0000	PW - ER&R	1000.00		2024.068E 3/24 vehicle rent
B	00100 .000.	11110.00.0000	DCD		1260.00	2024.068E 3/24 vehicle rent
E	00100 .333.	52420.45.0015	DCD	1260.00		2024.068E 3/24 vehicle rent
R	50301 .611.	34810.00.0030	PW - ER&R		1260.00	2024.068E 3/24 vehicle rent
B	50301 .000.	11110.00.0000	PW - ER&R	1260.00		2024.068E 3/24 vehicle rent
B	00100 .000.	11110.00.0000	DCD		231.00	G133 2024.076E 03/24 vehicle rent
E	00100 .332.	55491.45.0015	DCD	231.00		G133 2024.076E 03/24 vehicle rent
R	50301 .611.	34810.00.0030	PW - ER&R		231.00	G133 2024.076E 03/24 vehicle rent
B	50301 .000.	11110.00.0000	PW - ER&R	231.00		G133 2024.076E 03/24 vehicle rent
B	30301 .000.	11110.00.0000	DCD		57.75	G157 2024.076E 03/24 vehicle rent
E	30301 .331.	55310.45.0015	DCD	57.75		G157 2024.076E 03/24 vehicle rent
R	50301 .611.	34810.00.0030	PW - ER&R		57.75	G157 2024.076E 03/24 vehicle rent
B	50301 .000.	11110.00.0000	PW - ER&R	57.75		G157 2024.076E 03/24 vehicle rent
B	00100 .000.	11110.00.0000	DCD		51.15	G145 2024.076E 03/24 vehicle rent
E	00100 .332.	55490.45.0015	DCD	51.15		G145 2024.076E 03/24 vehicle rent
R	50301 .611.	34810.00.0030	PW - ER&R		51.15	G145 2024.076E 03/24 vehicle rent
B	50301 .000.	11110.00.0000	PW - ER&R	51.15		G145 2024.076E 03/24 vehicle rent
B	00100 .000.	11110.00.0000	DCD		39.60	2024.076E 03/24 fleet vehicle rent
E	00100 .334.	55860.45.0015	DCD	39.60		2024.076E 03/24 fleet vehicle rent
R	50301 .611.	34810.00.0030	PW - ER&R		39.60	2024.076E 03/24 fleet vehicle rent
B	50301 .000.	11110.00.0000	PW - ER&R	39.60		2024.076E 03/24 fleet vehicle rent
B	00100 .000.	11110.00.0000	DCD		47.85	2024.076E 03/24 fleet vehicle rent
E	00100 .333.	55850.45.0015	DCD	47.85		2024.076E 03/24 fleet vehicle rent
R	50301 .611.	34810.00.0030	PW - ER&R		47.85	2024.076E 03/24 fleet vehicle rent
B	50301 .000.	11110.00.0000	PW - ER&R	47.85		2024.076E 03/24 fleet vehicle rent
B	00100 .000.	11110.00.0000	DCD		33.00	2024.076E 03/24 fleet vehicle rent
E	00100 .334.	55861.45.0015	DCD	33.00		2024.076E 03/24 fleet vehicle rent
R	50301 .611.	34810.00.0030	PW - ER&R		33.00	2024.076E 03/24 fleet vehicle rent
B	50301 .000.	11110.00.0000	PW - ER&R	33.00		2024.076E 03/24 fleet vehicle rent

Assessor	00100.211	1,756.00
DCD	00100.331	1,051.15
DCD	00100.332	231.00
DCD	00100.333	1,307.85
DCD	00100.334	72.60
DCD	30301.331	267.75
HHS	00100.511	1,780.00
HHS	11301.511	110.52
HHS	11323.511	93,307.70
Juv Svcs	00100.851	1,990.00
Nox Weeds	13001.381	112.82
Nox Weeds	13051.381	1,289.86
Sheriff	00100.811	52,986.70
	00100.813	600.00
	00100.814	654.29
	00100.815	4,526.65
	00100.817	85.83
	11008.811	1,670.99
	11065.811	582.12
Veteran's	19914.291	41.25
WSU Ext	00100.931	5,527.00
		169,952.08
math check		-

Entry Title
Date

Inter Department Invoices
4/30/2024

entry #

E/R/B	Fund number	BARS number	Description	Debit	Credit	Comment
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B	11323	.000.	11110.00.0000	HHS - CDMH		
E	11323	.511.	56611.41.5040	HHS - CDMH	9891.76	CCSCA 3-12-24 CDMH Drug Court 0224
R	00100	.861.	34630.00.0020	Sup Ct	9891.76	CCSCA 3-12-24 CDMH Drug Court 0224
B	00100	.000.	11110.00.0000	Sup Ct	9891.76	CCSCA 3-12-24 CDMH Drug Court 0224
B	11323	.000.	11110.00.0000	HHS - CDMH	13922.36	CCSCA 3-12-24 CDMH LIFT Court 0224
E	11323	.511.	56611.41.5150	HHS - CDMH	13922.36	CCSCA 3-12-24 CDMH LIFT Court 0224
R	00100	.861.	34630.00.0010	Sup Ct	13922.36	CCSCA 3-12-24 CDMH LIFT Court 0224
B	00100	.000.	11110.00.0000	Sup Ct	13922.36	CCSCA 3-12-24 CDMH LIFT Court 0224
B	00100	.000.	11110.00.0000	HHS - EH	890.00	2024.069E 0324 vehicle rent
E	00100	.511.	56254.45.0015	HHS - EH	890.00	2024.069E 0324 vehicle rent
R	50301	.611.	34810.00.0040	PW - ER&R	890.00	2024.069E 0324 vehicle rent
B	50301	.000.	11110.00.0000	PW - ER&R	890.00	2024.069E 0324 vehicle rent
B	00100	.000.	11110.00.0000	HHS - EH	890.00	2024.069E 0324 vehicle rent
E	00100	.511.	56256.45.0015	HHS - EH	890.00	2024.069E 0324 vehicle rent
R	50301	.611.	34810.00.0040	PW - ER&R	890.00	2024.069E 0324 vehicle rent
B	50301	.000.	11110.00.0000	PW - ER&R	890.00	2024.069E 0324 vehicle rent
B	11301	.000.	11110.00.0000	HHS	110.52	2024.057E Fuel Jan/Feb 2024
E	11301	.511.	56240.31.0020	HHS	110.52	2024.057E Fuel Jan/Feb 2024
R	50301	.611.	34850.14.0200	PW - ER&R	110.52	2024.057E Fuel Jan/Feb 2024
B	50301	.000.	11110.00.0000	PW - ER&R	110.52	2024.057E Fuel Jan/Feb 2024
B	11323	.000.	11110.00.0000	HHS - CDMH	32879.62	MHP Q4 2023
E	11323	.511.	56611.41.5135	HHS - CDMH	32879.62	MHP Q4 2023
R	00100	.816.	34630.00.0025	CCSO	32879.62	MHP Q4 2023
B	00100	.000.	11110.00.0000	CCSO	32879.62	MHP Q4 2023
B	11323	.000.	11110.00.0000	HHS - CDMH	33938.56	MHP Q1 2024
E	11323	.511.	56611.41.5135	HHS - CDMH	33938.56	MHP Q1 2024
R	00100	.816.	34630.00.0025	CCSO	33938.56	MHP Q1 2024
B	00100	.000.	11110.00.0000	CCSO	33938.56	MHP Q1 2024
B	11323	.000.	11110.00.0000	HHS - CDMH	1114.75	MHP Q4 2023 Revised
E	11323	.511.	56611.41.5135	HHS - CDMH	1114.75	MHP Q4 2023 Revised
R	00100	.816.	34630.00.0025	CCSO	1114.75	MHP Q4 2023 Revised
B	00100	.000.	11110.00.0000	CCSO	1114.75	MHP Q4 2023 Revised

Entry Title
Date

Inter Department Invoices
4/30/2024

entry #

E/R/B	Fund number	BARS number	Description	Debit	Credit	Comment
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B	11323	.000.	11110.00.0000	HHS - CDMH		1560.65	MHP Q1 2024 Revised
E	11323	.511.	56611.41.5135	HHS - CDMH	1560.65		MHP Q1 2024 Revised
R	00100	.816.	34630.00.0025	CCSO		1560.65	MHP Q1 2024 Revised
B	00100	.000.	11110.00.0000	CCSO	1560.65		MHP Q1 2024 Revised
B	00100	.000.	11110.00.0000	Juv Svcs		1990.00	2024.074E 0324 vehicle rental
E	00100	.851.	52760.45.0015	Juv Svcs	1990.00		2024.074E 0324 vehicle rental
R	50301	.611.	34810.00.0060	PW - ER&R		1990.00	2024.074E 0324 vehicle rental
B	50301	.000.	11110.00.0000	PW - ER&R	1990.00		2024.074E 0324 vehicle rental
B	13001	.000.	11110.00.0000	Nox Weeds		112.82	2024.067E 02/24 vehicle repair
E	13001	.381.	55360.45.0015	Nox Weeds	112.82		2024.067E 02/24 vehicle repair
R	50301	.611.	34810.00.0070	PW - ER&R		112.82	2024.067E 02/24 vehicle repair
B	50301	.000.	11110.00.0000	PW - ER&R	112.82		2024.067E 02/24 vehicle repair
B	13051	.000.	11110.00.0000	Nox Weeds		1289.86	LMD2 Q1 2024 Admin Svcs
E	13051	.381.	55360.41.5095	Nox Weeds	1289.86		LMD2 Q1 2024 Admin Svcs
R	13001	.381.	34516.00.0030	Nox Weeds		1289.86	LMD2 Q1 2024 Admin Svcs
B	13001	.000.	11110.00.0000	Nox Weeds	1289.86		LMD2 Q1 2024 Admin Svcs
B	00100	.000.	11110.00.0000	CCSO		56.50	1481 4/11/24 Mar 2024 CB/Sekiu Sewer
E	00100	.811.	52150.47.0040	CCSO	56.50		1481 4/11/24 Mar 2024 CB/Sekiu Sewer
R	41401	.611.	34354.90.0000	PW - CB/SQ SEWER		56.50	1481 4/11/24 Mar 2024 CB/Sekiu Sewer
B	41401	.000.	11110.00.0000	PW - CB/SQ SEWER	56.50		1481 4/11/24 Mar 2024 CB/Sekiu Sewer
B	00100	.000.	11110.00.0000	CCSO		132.00	2024.088E 3/24 LABOR
E	00100	.814.	52560.41.5120	CCSO	132.00		2024.088E 3/24 LABOR
R	50301	.611.	34830.21.0511	PW - ER&R		132.00	2024.088E 3/24 LABOR
B	50301	.000.	11110.00.0000	PW - ER&R	132.00		2024.088E 3/24 LABOR
B	11008	.000.	11110.00.0000	CCSO		1122.00	2024.089E 3/24 LABOR
E	11008	.811.	52123.41.5120	CCSO	1122.00		2024.089E 3/24 LABOR
R	50301	.611.	34830.21.0511	PW - ER&R		1122.00	2024.089E 3/24 LABOR
B	50301	.000.	11110.00.0000	PW - ER&R	1122.00		2024.089E 3/24 LABOR
B	11008	.000.	11110.00.0000	CCSO		132.00	2024.062E 2/24 LABOR
E	11008	.811.	52123.41.5120	CCSO	132.00		2024.062E 2/24 LABOR
R	50301	.611.	34830.21.0511	PW - ER&R		132.00	2024.062E 2/24 LABOR
B	50301	.000.	11110.00.0000	PW - ER&R	132.00		2024.062E 2/24 LABOR
B	11008	.000.	11110.00.0000	CCSO		416.99	2024.059E 1/24-2/24 PARTS
E	11008	.811.	52123.41.5120	CCSO	416.99		2024.059E 1/24-2/24 PARTS
R	50301	.611.	34840.11.0200	PW - ER&R		416.99	2024.059E 1/24-2/24 PARTS
B	50301	.000.	11110.00.0000	PW - ER&R	416.99		2024.059E 1/24-2/24 PARTS
B	00100	.000.	11110.00.0000	CCSO		3800.00	2024.075E 03/24 VEH RENTAL CG5 CG7
E	00100	.815.	52361.45.0015	CCSO	3800.00		2024.075E 03/24 VEH RENTAL CG5 CG7
R	50301	.611.	34810.00.0110	PW - ER&R		3800.00	2024.075E 03/24 VEH RENTAL CG5 CG7
B	50301	.000.	11110.00.0000	PW - ER&R	3800.00		2024.075E 03/24 VEH RENTAL CG5 CG7

Entry Title
Date

Inter Department Invoices
4/30/2024

entry #

E/R/B Fund number BARS number Description Debit Credit Comment

B	00100	.000.	11110.00.0000	CCSO		2958.81	2024.053E 3/24 MILEAGE
E	00100	.811.	52110.45.0015	CCSO	2958.81		2024.053E 3/24 MILEAGE
R	50301	.611.	34810.00.0110	PW - ER&R		2958.81	2024.053E 3/24 MILEAGE
B	50301	.000.	11110.00.0000	PW - ER&R	2958.81		2024.053E 3/24 MILEAGE
B	00100	.000.	11110.00.0000	CCSO		3055.00	2024.053E 3/24 MILEAGE
E	00100	.811.	52121.45.0015	CCSO	3055.00		2024.053E 3/24 MILEAGE
R	50301	.611.	34810.00.0110	PW - ER&R		3055.00	2024.053E 3/24 MILEAGE
B	50301	.000.	11110.00.0000	PW - ER&R	3055.00		2024.053E 3/24 MILEAGE
B	00100	.000.	11110.00.0000	CCSO		45511.39	2024.053E 3/24 MILEAGE
E	00100	.811.	52122.45.0015	CCSO	45511.39		2024.053E 3/24 MILEAGE
R	50301	.611.	34810.00.0110	PW - ER&R		45511.39	2024.053E 3/24 MILEAGE
B	50301	.000.	11110.00.0000	PW - ER&R	45511.39		2024.053E 3/24 MILEAGE
B	00100	.000.	11110.00.0000	CCSO		1405.00	2024.053E 3/24 MILEAGE
E	00100	.811.	52180.45.0015	CCSO	1405.00		2024.053E 3/24 MILEAGE
R	50301	.611.	34810.00.0110	PW - ER&R		1405.00	2024.053E 3/24 MILEAGE
B	50301	.000.	11110.00.0000	PW - ER&R	1405.00		2024.053E 3/24 MILEAGE
B	00100	.000.	11110.00.0000	CCSO		600.00	2024.053E 3/24 MILEAGE
E	00100	.813.	55430.45.0015	CCSO	600.00		2024.053E 3/24 MILEAGE
R	50301	.611.	34810.00.0110	PW - ER&R		600.00	2024.053E 3/24 MILEAGE
B	50301	.000.	11110.00.0000	PW - ER&R	600.00		2024.053E 3/24 MILEAGE
B	00100	.000.	11110.00.0000	CCSO		652.50	2024.053E 3/24 MILEAGE
E	00100	.815.	52360.45.0015	CCSO	652.50		2024.053E 3/24 MILEAGE
R	50301	.611.	34810.00.0110	PW - ER&R		652.50	2024.053E 3/24 MILEAGE
B	50301	.000.	11110.00.0000	PW - ER&R	652.50		2024.053E 3/24 MILEAGE
B	11065	.000.	11110.00.0000	CCSO		582.12	2024.053E 3/24 MILEAGE
E	11065	.811.	52880.45.0015	CCSO	582.12		2024.053E 3/24 MILEAGE
R	50301	.611.	34810.00.0110	PW - ER&R		582.12	2024.053E 3/24 MILEAGE
B	50301	.000.	11110.00.0000	PW - ER&R	582.12		2024.053E 3/24 MILEAGE
B	00100	.000.	11110.00.0000	CCSO		242.02	2024.058E 1/24-2/24 FUEL
E	00100	.814.	52560.41.5120	CCSO	242.02		2024.058E 1/24-2/24 FUEL
R	50301	.611.	34850.14.0200	PW - ER&R		242.02	2024.058E 1/24-2/24 FUEL
B	50301	.000.	11110.00.0000	PW - ER&R	242.02		2024.058E 1/24-2/24 FUEL
B	00100	.000.	11110.00.0000	CCSO		74.15	2024.058E 1/24-2/24 FUEL
E	00100	.815.	52360.41.5120	CCSO	74.15		2024.058E 1/24-2/24 FUEL
R	50301	.611.	34850.14.0200	PW - ER&R		74.15	2024.058E 1/24-2/24 FUEL
B	50301	.000.	11110.00.0000	PW - ER&R	74.15		2024.058E 1/24-2/24 FUEL

Entry Title Date		Inter Department Invoices 4/30/2024			entry #		
E/R/B	Fund number	BARS number	Description	Debit	Credit	Comment	
B	00100	.000.	11110.00.0000	CCSO			
E	00100	.814.	52560.41.5120	CCSO	59.84	2024.085E 3/24 DIESEL	
R	50301	.611.	34850.16.0200	PW - ER&R		2024.085E 3/24 DIESEL	
B	50301	.000.	11110.00.0000	PW - ER&R	59.84	2024.085E 3/24 DIESEL	
B	00100	.000.	11110.00.0000	CCSO	85.83	2024.085E 3/24 DIESEL	
E	00100	.817.	52510.41.5120	CCSO		2024.085E 3/24 DIESEL	
R	50301	.611.	34850.16.0200	PW - ER&R	85.83	2024.085E 3/24 DIESEL	
B	50301	.000.	11110.00.0000	PW - ER&R	85.83	2024.085E 3/24 DIESEL	
B	00100	.000.	11110.00.0000	CCSO	220.43	2024.085E 3/24 FUEL	
E	00100	.814.	52560.41.5120	CCSO	220.43	2024.085E 3/24 FUEL	
R	50301	.611.	34850.14.0200	PW - ER&R	220.43	2024.085E 3/24 FUEL	
B	50301	.000.	11110.00.0000	PW - ER&R	220.43	2024.085E 3/24 FUEL	
B	19914	.000.	11110.00.0000	Veterans	41.25	2024.077E 0324 Vehicle Rental	
E	19914	.291.	56520.45.0015	Veterans	41.25	2024.077E 0324 Vehicle Rental	
R	50301	.611.	34810.00.0020	PW - ER&R	41.25	2024.077E 0324 Vehicle Rental	
B	50301	.000.	11110.00.0000	PW - ER&R	41.25	2024.077E 0324 Vehicle Rental	
B	00100	.000.	11110.00.0000	WSU Ext	705.00	2024.073E 0324 Vehicle Rental	
E	00100	.931.	57121.45.0015	WSU Ext	705.00	2024.073E 0324 Vehicle Rental	
R	50301	.611.	34810.00.0120	PW - ER&R	705.00	2024.073E 0324 Vehicle Rental	
B	50301	.000.	11110.00.0000	PW - ER&R	705.00	2024.073E 0324 Vehicle Rental	
B	00100	.000.	11110.00.0000	WSU Ext	2908.00	11/30/23-2/29/24 Roadside Weed Mgmt	
E	00100	.931.	55360.41.0020	WSU Ext	2908.00	11/30/23-2/29/24 Roadside Weed Mgmt	
R	13001	.381.	34516.00.0020	Nox Weeds	2908.00	11/30/23-2/29/24 Roadside Weed Mgmt	
B	13001	.000.	11110.00.0000	Nox Weeds	2908.00	11/30/23-2/29/24 Roadside Weed Mgmt	
B	00100	.000.	11110.00.0000	WSU Ext	1914.00	11/30/23-2/29/24 Roadside Weed Mgmt	
E	00100	.931.	55360.31.0020	WSU Ext	1914.00	11/30/23-2/29/24 Roadside Weed Mgmt	
R	13001	.381.	34516.00.0020	Nox Weeds	1914.00	11/30/23-2/29/24 Roadside Weed Mgmt	
B	13001	.000.	11110.00.0000	Nox Weeds	1914.00	11/30/23-2/29/24 Roadside Weed Mgmt	
TOTALS				339904.16	339904.16	169952.08	

Auditor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/7/2024	0019068	K & H PRINTERS INC	304121	4/25/2024	POSTAGE DEPOSIT FOR 202	8,938.80	
			066095	4/22/2024	REMAINING POSTAGE DUE F	2,868.44	11,807.24
5/7/2024	0047584	MURRAIN, GLENN	Murrain 4-24-24	4/24/2024	MILEAGE FOR AUDITING EAS	145.39	
			Murrain 4-23-24	4/23/2024	MILEAGE FOR CLOSING CAR	12.86	158.25
5/7/2024	0047585	JANNI, DARRELL	Janni 4-22-24	4/22/2024	MILEAGE FOR EMPTYING WE	138.42	
			Janni 4-23-23	4/23/2024	MILEAGE FOR CLOSING CAR	3.75	142.17
5/7/2024	0047588	WIMBERLY, SHANEE	Wimberly 4-24-2	4/24/2024	MILEAGE FOR CLOSING NEA	93.13	93.13
Sub total for U S BANK:							12,200.79

0 *
465,622.35*+
1,650.00+
4.00+
14,810.58+
35,765.06+
1,793.73+
9,931.39+
34,243.12+
24,237.44+
17,742.37+
1,195.55+
128.63+
894.07+
27,767.75+
20,616.18+
250,339.33+
60.00+
242.36+
2,000.00+
12,200.79+
0 *

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Final Check List
CLALLAM COUNTY

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	5/1/2024	0001632	U S POSTMASTER	05012024STAMF	5/1/2024	POSTAGE DUE TO FAILED PC	2,000.00
Sub total for U S BANK:							2,000.00

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Final Check List
CLALLAM COUNTY

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/7/2024	0002623	WA ST DEPT OF LICENSING, I	WHITE 2024	4/24/2024	RENEW E A WHITE NOTARY I	42.00	42.00
5/7/2024	0046683	ODP BUSINESS SOLUTIONS	L362104031001	4/4/2024	ADMIN OFFICE SUPPLY	61.36	61.36
5/7/2024	0049729	FERRARIO, TODD	REF 2-22-24	4/16/2024	REFUND BPT2024-00242 & BF	139.00	139.00
Sub total for U S BANK:							242.36

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Final Check List
CLALLAM COUNTY

District Court II

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	5/7/2024	0019100 PLUMLEY, WILLIAM L	690868	5/7/2024	PUBLIC DEFENDER INTERPR	60.00	60.00
Sub total for U S BANK:							60.00

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/7/2024	0000336	CLALLAM CONSERVATION DIST	EPA23-PIC16	4/18/2024	WATER QUALITY - 3/2024 DO	1,319.26	1,319.26
5/7/2024	0036374	HERMANSON, JOAN	JH 4-4-24	4/4/2024	ONSITE - SEPTIC SYSTEM	649.40	649.40
5/7/2024	0000769	IDEXX DISTRIBUTION INC	3150138547	4/16/2024	WATER LAB - LAB SUPPLIES	2,548.82	2,548.82
5/7/2024	0048727	BURTON FLOORING INC	12407	4/23/2024	HOPS - PH 1ST FLOOR	27,252.02	27,252.02
5/7/2024	0000546	EXPRESS SERVICES, INC	30636052	4/24/2024	HOPS - EXTRA HELP	1,279.20	1,279.20
5/7/2024	0048759	MAXWELL, ADRIENNE	10	4/22/2024	HOPS - WIC DIETICIAN - APR	2,160.00	2,160.00
5/7/2024	0016427	MCKESSON MEDICAL-SURGICAL	21943477	4/9/2024	HOPS - MONITOR, SYRINGE,	205.73	205.73
5/7/2024	0046683	ODP BUSINESS SOLUTIONS	L361907507001	4/8/2024	HOPS - DESK	814.49	
			361912617001	4/8/2024	HOPS - CHAIR	382.61	1,197.10
5/7/2024	0001179	PACIFIC OFFICE EQUIPMENT	1139245	4/1/2024	HOPS - PH 1ST FLOOR FURN	33,430.66	33,430.66
5/7/2024	0043883	STRAIT COMFORT SYSTEMS	2677	4/18/2024	HOPS - FORKS HEAT PUMP	4,912.65	4,912.65
5/7/2024	0033201	WESTSIDE PIZZA	WP 04-19-24	4/19/2024	HOPS - GROUP SUPPORT SL	132.75	132.75
5/7/2024	0000591	FORKS ABUSE PROGRAM	11322-23-FAP 1-	2/28/2024	HTF - WEST END HOPE - JAN	3,768.49	3,768.49
5/7/2024	0032029	NORTH OLYMPIC REGIONAL,	11322-23-NORV	4/19/2024	HTF - SARGE'S PLACE - MAR	3,555.72	
			11322-23-NORV	4/19/2024	HTF - SARGE'S PLACE - FEBF	2,977.21	
			11322-23-NORV	4/19/2024	HTF - SARGE'S PLACE - JANL	2,963.10	9,496.03
5/7/2024	0001433	SERENITY HOUSE OF CLALLAM	11322-23-SHSA	4/19/2024	HTF - SHELTER FUNDING FO	22,001.67	
			11322-23-SHCM	4/19/2024	HTF - FAMILY SHELTER CASE	1,677.40	23,679.07
5/7/2024	0001509	CORDANT HEALTH SOLUTIONS	TC-9901210331	3/31/2024	CD/MH - LIFT COURT - MARC	118.58	118.58
5/7/2024	0021279	KITSAP COUNTY HEALTH DIS	KPHD 4-8-24	4/8/2024	CD/MH - CD/MH SERVICES - M	115.00	115.00
5/7/2024	0001252	PORT ANGELES, CITY OF	11323-24-PAFD	4/23/2024	CD/MH - COMMUNITY PARAM	7,933.05	7,933.05
5/7/2024	0001430	SEQUIM SCHOOL DISTRICT #	11323-24-SSD 3	4/19/2024	CD/MH - EDUCATION AND EA	12,278.86	12,278.86
5/7/2024	0032029	NORTH OLYMPIC REGIONAL,	11324-23-NORV	4/19/2024	AH - UTILITIES & REMODELIN	2,234.29	
			11324-23-NORV	4/19/2024	AH - UTILITIES & REMODELIN	2,075.01	
			11324-23-NORV	4/19/2024	AH - UTILITIES & REMODELIN	1,946.11	6,255.41
5/7/2024	0000396	CONCERNED CITIZENS	1602104	3/31/2024	DDD - COMMUNITY INCLUSIC	22,000.00	22,000.00
5/7/2024	0001017	MORNINGSIDE INC	MS STATE 03-2	4/17/2024	DDD - STATE CONTRACT - M/	30,523.50	30,523.50
5/7/2024	0017530	PIERCE JONES & ASSOCIATE	PJA STATE 03-2	4/17/2024	DDD - STATE CONTRACT - M/	59,083.75	59,083.75

Sub total for U S BANK: 250,339.33

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/7/2024	0033740	BOYNTON, DEBRA	DRIV ABS REIM	4/25/2024	VOL DRIV ABST REIM	15.45	15.45
5/7/2024	0034245	CASTLE BRANCH INC	0926269-IN	4/25/2024	PRE EMP BACKGROUND	1,476.59	1,476.59
5/7/2024	0037692	SEBRIS BUSTO JAMES	81153	4/25/2024	LEGAL SERVICES	690.00	690.00
5/7/2024	0048305	MASON, KENNEDY	0075	4/25/2024	PRE EMP PAT	585.00	585.00
5/7/2024	0048504	MENKE JACKSON BEYER LLP	482 BTA 3/31/24	4/25/2024	BOE APPRAISAL LITIGATION	17,833.69	17,833.69
5/7/2024	0049726	LEWIS, JEFFREY	VOL DRIV ABS F	4/25/2024	VOL DRIV ABST REIM JL	15.45	15.45
Sub total for U S BANK:							20,616.18

HR Payroll

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	5/7/2024	0000521	EMPLOYMENT SECURITY DE	1q2024UNEMP	4/22/2024 1ST QTR 2024 UNEMPLOYME	27,767.75	27,767.75
Sub total for U S BANK:							27,767.75

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Final Check List
CLALLAM COUNTY

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	5/7/2024	0004211	CENTURYLINK	334065313-0425	4/25/2024	JUVIE FAX LINES (3)	333.66	
				3605651032-042	4/25/2024	MODEM POOL	156.55	
				3606832263-042	4/25/2024	SEQUIM SHERIFF #2	112.19	
				333897640-0425	4/25/2024	JUVIE COURTROOM FAX	76.62	
				3606832194-042	4/25/2024	SEQUIM SHERIFF #1	74.93	
				334055826-0425	4/25/2024	JUVIE PHONE SWITCH	70.06	
				333800655	4/25/2024	PA SHOP PHONE SWITCH	70.06	894.07
						Sub total for U S BANK:		894.07

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	5/7/2024	0000159	BOB BARKER CO INC	INV2010644	4/12/2024	DET SUPPLIES	106.47	106.47
	5/7/2024	0000270	CAPTAIN TS	47744	4/17/2024	UNIFORMS & CLOTHING	114.43	
				47763	4/19/2024	UNIFORMS & CLOTHING	87.21	201.64
	5/7/2024	0001547	SYSKO FOOD SERVICES OF	555621478	4/17/2024	DET FOOD & DET SUPPLIES	690.52	690.52
	5/7/2024	0003688	BURNS, KIMBERLY	041924KB	4/19/2024	TRVL TRN-REIMB	520.03	520.03
	5/7/2024	0017787	DAIRY FRESH FARMS INC	8182411505	4/24/2024	DET FOOD	43.11	
				8122411416	4/23/2024	DET FOOD	38.52	81.63
	5/7/2024	0028699	SOUND PUBLISHING INC	PDN993887	4/2/2024	ADVERTISING-LEGAL NOTICI	174.30	174.30
	5/7/2024	0048357	SANDERS, AMANDA	CPWIMAR24	4/17/2024	PRO SVCS	9,420.96	9,420.96
Sub total for U S BANK:								11,195.55

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Final Check List
CLALLAM COUNTY

Nox Weeds

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/7/2024	0000679	GRANT, FRED	Grant2024 4-23	4/23/2024	TRAVEL REIMBURSEMENT F	25.19	25.19
5/7/2024	0026655	PAUL, BRUCE	Paul2024 4-23	4/23/2024	TRAVEL REIMBURSEMENT F	69.68	69.68
5/7/2024	0046335	PEACOCK, DAN	Peacock2024 4-	4/23/2024	TRAVEL REIMBURSEMENT F	19.56	19.56
5/7/2024	0046488	STONEMAN, ROBERTA	Stoneman2024	4/23/2024	TRAVEL REIMBURSEMENT F	14.20	14.20
Sub total for U S BANK:							128.63

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/7/2024	0000087	ANGELES ELECTRIC INC	21508	4/25/2024	SC ELECTRICIAN SERV CIRC	2,794.54	
			21461	4/25/2024	JAIL ELECTRICIAN SERVICE I	2,160.46	
			21516	4/25/2024	CH TROUBLESHOOT & REPA	718.53	5,673.53
5/7/2024	0000091	ANGELES MILLWORK & LUMB	351502	4/25/2024	CH WIRE PIER BRK GAV	167.12	
			351639	4/25/2024	SC NON SKID PAINT ADD POI	134.14	
			351391	4/25/2024	CH FIR CLEAR FOR CLOCK T	65.86	
			351433	4/25/2024	JUV MPT PLG COULINGS PV	55.31	
			402 Rental	4/25/2024	2207FAC EV CHRG STN SIK	48.58	
			351414	4/25/2024	JV DRAIN OPENERS	42.99	
			351589	4/25/2024	SMPK HOSE BARB ADAPTER	30.46	
			351291	4/25/2024	FG BIT SCRTY HEX	9.98	554.44
5/7/2024	0000094	ANGELES PLUMBING INC	40704	4/25/2024	FG FURNISH & INSTALL 3 TOI	2,276.07	2,276.07
5/7/2024	0000172	BAXTER A/P OFFICE	122004	4/25/2024	CDJ FUEL HOSE MOTO SEAL	37.04	37.04
5/7/2024	0000290	CED/STUSSER - SEATTLE	5948-1050123	4/25/2024	SC RV WELDER BODY ASBL	293.20	293.20
5/7/2024	0000546	EXPRESS SERVICES, INC	60301964	4/25/2024	SC J CARRUTHERS W/E 4/14	1,051.20	
			30572639	4/25/2024	SC J CARRUTHERS W/E 4/7/2	420.48	1,471.68
5/7/2024	0000677	GRAINGER INC	9089783782	4/25/2024	CH LED MEDIUM SCREW	144.54	
			9092585497	4/25/2024	CH ALKALINE BATTERIES	95.85	
			9073093917	4/25/2024	CH BLANK TAG	73.67	
			9095056074	4/25/2024	JV CONDUIT FITTING	65.07	379.13
5/7/2024	0001145	OLYMPIC SEWER & DRAIN INC	12185	4/25/2024	JV LABOR PLUGGED SHOWE	304.64	
			12184	4/25/2024	CIB/WSU LABOR PLUGGED M	215.57	520.21
5/7/2024	0001187	PAPE MACHINERY INC	15156000	4/25/2024	CH AUC PANEL	479.33	479.33
5/7/2024	0001540	SWAIN'S GENERAL STORE IN	326679	4/25/2024	CH SHOP SUPPLIES	33.72	
			326456	4/25/2024	SMPK KEY	12.94	
			326560	4/25/2024	CDJ ABSORBENT OIL FOR FII	8.65	55.31
5/7/2024	0001576	THURMAN SUPPLY	899553	4/25/2024	3RD ST FORKS FAUCET	64.25	
			899447	4/25/2024	CDJ HEX NIPPLES BALL VALV	46.05	
			899757	4/25/2024	SMPK HOSE	13.00	123.30
5/7/2024	0032999	PLATT	5B58368	4/25/2024	DL PERIMASHIELD WALLPAC	480.53	
			5a99456	4/25/2024	JV LED CONVERSION PLUGS	143.15	623.68
5/7/2024	0041504	IML SECURITY SUPPLY	4049473	4/25/2024	2008FAC JAIL LK RPR ENTRA	1,120.74	
			4052450	4/25/2024	2008FAC JAIL LCK RPR KEY F	31.64	1,152.38
5/7/2024	0041605	HOME DEPOT PRO	800529091	4/25/2024	CH BATH TISS T BWL CLNR S	1,387.26	1,387.26

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/7/2024	0046683	ODP BUSINESS SOLUTIONS	L361034509001	4/25/2024	FG BUSINESS ENVELOPES	184.67	
			360128074001	4/25/2024	FG PAPER	64.62	
			357457304001	4/25/2024	FG BADGE HOLDERS	26.45	
			360128544001	4/25/2024	FG CLIPBOARD	25.80	
			357475342001	4/25/2024	FG TAPE DISPENSER MARKE	24.25	
			357475348001	4/25/2024	FG SCOTCH TAPE	10.55	336.34
5/7/2024	0048306	SERENE MOMENTS CREATIO	SMC24-104	4/25/2024	CDJ LOGO DESIGN DECALS I	2,379.47	2,379.47
Sub total for U S BANK:							17,742.37

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Final Check List
CLALLAM COUNTY

Public Works (1)

Page: 1

Bank : apbank U S BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	5/7/2024	0036990 ANCHOR QEA INC	24225	4/16/2024	DUNGENESS RESERVOIR CC	24,237.44	24,237.44
Sub total for U S BANK:							24,237.44

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/7/2024	0000099	A-1 AUTO PARTS	1480574	4/18/2024	3/4 IN x 1 IN - PA 453	20.97	20.97
5/7/2024	0000172	BAXTER A/P OFFICE	15663-65757	4/22/2024	Degreaser - PA	35.93	
			15663-58421	12/14/2023	Core Return - PA 413	-29.38	6.55
5/7/2024	0000377	PACWEST MACHINERY LLC	20369580	4/22/2024	Filters, Strainers, Nozzles - PA	899.45	899.45
5/7/2024	0000555	FASTENAL COMPANY	WAPOR96513	4/1/2024	Batteries, Putty Knives - PA	278.28	278.28
5/7/2024	0000592	FORKS AUTO ELECTRIC	961941	4/11/2024	Batteries - LC 415	717.68	
			961951	4/16/2024	Switch - LC 203	19.77	737.45
5/7/2024	0000599	FORKS OUTFITTERS	16APR2024ERR	4/16/2024	Flat IR PLN1/8X1 - LC 104	11.94	11.94
5/7/2024	0000772	INDUSTRIAL HYDRAULICS INC	A347558	4/19/2024	Couplers, Nipples - LC Stores	845.71	845.71
5/7/2024	0000848	PAPE KENWORTH NORTHWE	14551141	4/4/2024	Piggyback Kit - LC Stores	542.96	
			14588984	4/18/2024	Yoke ASSY - PA 402	531.15	
			14594772	4/18/2024	Switch - PA 402	213.92	
			145591832	4/17/2024	U Joint - PA 402	68.11	1,356.14
5/7/2024	0001187	PAPE MACHINERY INC	15178423	4/5/2024	Dura-Max, Bolts, Nuts - LC 370	1,525.39	
			15160112	4/15/2024	Plate Cover, Axle Swivel - PA 4	1,501.62	
			15205126	4/16/2024	Bushings - PA 440	785.43	
			15208249	4/17/2024	Switch, Grip - LC 452	296.36	
			15178399	4/4/2024	Dura-Max, Bolts, Nuts - LC 370	292.07	
			15175794	4/5/2024	Fuel Pump, Cap Screw, Hose -	289.86	4,690.73
5/7/2024	0001251	PORT ANGELES AUTO GLASS	0074157	4/18/2024	Windshield - PA 20-OPNET, Ho	608.75	608.75
5/7/2024	0001255	PRICE FORD LINCOLN MERCI	695838	3/21/2024	Repairs - PA 164	308.27	
			5053332	4/17/2024	TPMS Sensor Kit - PA S309	64.93	373.20
5/7/2024	0001300	PUBLIC UTILITY DISTRICT	21685/04232024	4/23/2024	Electric Utility Charges-51 Bedr	631.12	631.12
5/7/2024	0001405	LES SCHWAB TIRE CENTERS	38100580098	4/17/2024	Tires - PA 205	784.06	784.06
5/7/2024	0001457	SME SOLUTIONS LLC	2219301	3/20/2024	Fuel Island Repairs - PA FIPA	1,192.73	1,192.73
5/7/2024	0001551	TACOMA SCREW PRODUCTS	100286397-00	4/17/2024	Cleaner - LC	335.25	
			140107916-00	4/10/2024	Towels, Glass Cleaner - LC	229.41	
			14018117-00	4/10/2024	Flap Discs, Cable Ties - PA	193.98	758.64
5/7/2024	0001641	VERIZON WIRELESS	9961007985	4/7/2024	Fuel Island Service 20-FISQ, FI	261.51	261.51
5/7/2024	0001781	WHITEHEADS AUTO PARTS IN	283607	4/11/2024	Powerated Belt - LC 452	201.21	
			283605	4/11/2024	Atenna - LC 855	38.43	
			283956	4/16/2024	Knife - LC 20-SMTOOL	16.81	
			283988	4/16/2024	Clamps - LC 104	9.24	265.69
5/7/2024	0003431	HI-TECH SECURITY, INC.	100465	3/12/2024	Commercial Fire Alarm Test - P	285.00	285.00

Bank : apbank U S BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
5/7/2024	0004448	DAREN'S POINT S TIRE & AU	10097104	4/22/2024	Tires - PA 20-OPNET, Honda P	711.07	711.07	
5/7/2024	0005032	OWEN EQUIPMENT COMPAN	00114648	4/17/2024	Bearings, Shaft Seal, Washers	998.31	998.31	
5/7/2024	0017663	ARAMARK UNIFORM SVCS IN	5120450070	4/18/2024	Laudry Services - SQ	16.34		
			5120452515	4/23/2024	Laundry Services - PA	16.33		
			5120448099	4/16/2024	Laundry Services - LC	16.28	48.95	
5/7/2024	0021191	SWAB WAGON COMPANY INC	39924	1/17/2024	MountingKit,BumperCover,TieK	2,151.72	2,151.72	
5/7/2024	0022435	RACE STREET AUTO PARTS	670130-24	4/24/2024	Filters - PA Stores	267.99		
			669596-24	4/18/2024	Oil Pan, Filter, Gasket - PA 159	239.94		
			670044-24	4/23/2024	Filters - PA Stores	184.97		
			669499-24	4/18/2024	Oil Filters, Oil, ATF - PA 20-OP	92.17		
			664786-24	3/6/2024	Oil Filter, Oil - PA 20-OPNET, S	81.96		
			669161-24	4/15/2024	Filters - SQ 1038	79.71		
			665345-24	3/12/2024	Side Beam - PA 20-OPNET, Su	25.60		
			670024-24	4/23/2024	Oil Filter - PA 159	7.64	979.98	
5/7/2024	0023338	CENTRAL WELDING SUPPLY	0002038012	4/10/2024	Shield, Pliers, Gas - PA	145.78	145.78	
5/7/2024	0027284	MOTION INDUSTRIES INC	WA0800229100	4/15/2024	Other ROL.BRG.MTD.Units - L	1,292.01	1,292.01	
5/7/2024	0036098	O'REILLY AUTO PARTS	2750-486650	4/17/2024	Air Filter - PA MP203	20.87	20.87	
5/7/2024	0039453	CORNWELL TOOLS	47830	4/17/2024	Drill/Driver, MTIW Kit - PA 108	1,022.58		
			47832	4/17/2024	Ratchet Kit - SQ 20-SM-TOOL	413.82		
			43012	9/6/2023	10lb Head - SQ 107	186.27	1,622.67	
5/7/2024	0040272	MATT'S TOOLS USA LLC	141427	3/26/2024	Wrench Extender - PA 20-SMT	257.57	257.57	
5/7/2024	0041605	HOME DEPOT PRO	795851930ERR	3/21/2024	Tissue, Rolls - PA 20-B201	134.77	134.77	
5/7/2024	0042872	PROPANE NORTHWEST	1513341295	4/18/2024	Propane - SQ	456.22	456.22	
5/7/2024	0043469	PETROCARD	0517111-IN	4/17/2024	Unleaded and Dyed Diesel - CE	6,034.99		
			0516950-IN	4/23/2024	Unleaded - SQ	4,045.48		
			0265771-IN	4/16/2024	Spirax S6 ATF - PA 402	552.69	10,633.16	
5/7/2024	0045842	CINTAS CORPORATION #2	5203224348	3/21/2024	First Aid Supplies - PA 20-B200	782.12	782.12	
Sub total for U S BANK:							34,243.12	

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/7/2024	0017663	ARAMARK UNIFORM SVCS IN	5120452514	4/23/2024	LAUNDRY SERVICE- PA	16.33	
			5120450071	4/18/2024	LAUNDRY SERVICE - SQ	16.30	32.63
5/7/2024	0000546	EXPRESS SERVICES, INC	30636053-10101	4/24/2024	EXPRESS EMPLOYMENT 04/	4,119.16	4,119.16
5/7/2024	0000677	GRAINGER INC	9096664769	4/23/2024	MAINTENANCE SUPPLIES-PA	273.99	273.99
5/7/2024	0000709	HARBOR SAW & SUPPLY	794276	4/18/2024	MAINTENENACE SUPPLIES-F	268.70	268.70
5/7/2024	0041605	HOME DEPOT PRO	795851930	3/21/2024	MAINTENENACE SUPPLIES-F	134.79	134.79
5/7/2024	0000885	LAKESIDE INDUSTRIES, INC	266992	4/20/2024	LAKESIDE EZ ASPHALT	340.44	
			266215	4/13/2024	LAKESIDE EZ STREET ASPH/	254.91	595.35
5/7/2024	0001300	PUBLIC UTILITY DISTRICT	110606-041824	4/18/2024	03/19-04/17 SCENIC OVERLO	120.59	120.59
5/7/2024	0022435	RACE STREET AUTO PARTS	669928	4/22/2024	MAINTENANCE SUPPLIES-PA	14.67	14.67
5/7/2024	0021386	STAPLES ADVANTAGE	6001342399	4/20/2024	OFFICE SUPPLIES	218.61	
			6001342400	4/20/2024	OFFICE SUPPLIES	61.09	
			6001342397	4/20/2024	OFFICE SUPPLIES	32.66	312.36
5/7/2024	0001540	SWAIN'S GENERAL STORE IN	326597	4/23/2024	MAINTENANCE SUPPLIES- TF	58.82	58.82
5/7/2024	0037716	CASCADE COLUMBIA DISTRIE	893523	4/16/2024	WWTP SUPPLIES	1,336.60	1,336.60
5/7/2024	0021386	STAPLES ADVANTAGE	601196789	4/13/2024	WWTP OFFICE SUPPLES	486.04	486.04
5/7/2024	0004211	CENTURYLINK	334052148-0415	4/15/2024	04/2024 360-457-4719	88.36	88.36
5/7/2024	0001300	PUBLIC UTILITY DISTRICT	119587-041524	4/15/2024	03/13-04/11 971 CARLSBORG	488.78	488.78
5/7/2024	0000546	EXPRESS SERVICES, INC	30636053-43401	4/24/2024	EXPRESS CROSS 04/15-04/2	620.55	620.55
5/7/2024	0001409	SCS ENGINEERS	0498316	3/31/2024	PM,PREP SITE SPECIFIC H&E	980.00	980.00
Sub total for U S BANK:							9,931.39

Sheriff

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/7/2024	0000270	CAPTAIN TS	47778	4/19/2024	UNIFORMS - GONZALES, HA	209.18	209.18
5/7/2024	0000628	GALLS LLC	027536941	4/2/2024	UNIFORM - LOUCKS	890.55	890.55
5/7/2024	0001140	OLYMPIC PRINTERS INC	34407	4/17/2024	1,500 SEARCH WARRANTS F	885.36	885.36
5/7/2024	0001300	PUBLIC UTILITY DISTRICT	88052-Apr24	4/11/2024	UTILITIES - KITFOX LN	53.06	53.06
5/7/2024	0001440	SHERIFF REVOLVING FUND	041924	4/19/2024	USE TAX FOR PURCHASE OF	267.00	267.00
5/7/2024	0001543	SWANSONS SERVICES CORP	1830491	4/11/2024	INDIGENT PACKS	38.00	38.00
5/7/2024	0001641	VERIZON WIRELESS	9961774378	4/15/2024	CELL PHONE SERVICE & EQ	4,990.12	4,990.12
5/7/2024	0001828	NIKOLA ENGINEERING INC	48840	4/18/2024	END POINTS 4/1/24 - 4/30/24	1,179.20	1,179.20
5/7/2024	0004211	CENTURYLINK	333961510-Apr2	4/17/2024	DATA CONNECTION	325.80	
			206-Z14-0050-A	4/14/2024	TELEPHONE SERVICE	76.84	
			333800494-Apr2	4/15/2024	TELEPHONE SERVICE	76.62	
			333728002-Apr2	4/15/2024	TELEPHONE SERVICE	76.62	555.88
5/7/2024	0006886	SYSTEMS FOR PUBLIC SAFE	41688	4/19/2024	UPDATING PATROL EQUIPME	14,981.33	14,981.33
5/7/2024	0029266	NI GOVERNMENT SERVICES	124032909221	4/8/2024	SATELLITE PHONE SERVICE	51.28	51.28
5/7/2024	0033486	LN CURTIS & SONS INC	INV812529	4/12/2024	UNIFORM - BENNETT	1,865.46	
			INV813504	4/16/2024	UNIFORM - HEINER	1,865.46	
			INV814525	4/18/2024	UNIFORM - CORTANI	1,865.46	
			INV814531	4/18/2024	UNIFORM - SHORE	1,865.46	
			INV810770	4/8/2024	UNIFORM - PICKRELL	1,564.89	
			INV812574	4/12/2024	UNIFORM - KEEGAN	1,564.89	
			INV816532	4/24/2024	UNIFORMS - SUPPORT STAF	314.06	
			INV813259	4/15/2024	UNIFORM - HAMILTON	134.71	
			INV813111	4/15/2024	UNIFORM -LANDGREN	127.28	
			INV812817	4/12/2024	UNIFORM - DEMOREST	82.49	11,250.16
5/7/2024	0040672	ENDUR ID INC	20-23154	4/15/2024	TWO SECUR LOC 300 NATUR	413.94	413.94
Sub total for U S BANK:							35,765.06

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Final Check List
CLALLAM COUNTY

Sheriff Jail Med Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
5/7/2024	0001123	OLYMPIC AMBULANCE SERVICE	23-181589	7/16/2023	INMATE MEDICAL	122.20	122.20
5/7/2024	0001254	PORT ANGELES FIRE DEPARTMENT	115-2024-000010	3/13/2024	INMATE MEDICAL	177.35	177.35
5/7/2024	0001453	K BEN SKERBECK DDS PS, P	Skerbeck-4.17.2	4/17/2024	INMATE MEDICAL	646.00	646.00
5/7/2024	0041537	MCKESSON MEDICAL-SURGICAL	21996280	4/18/2024	MEDICAL CLINIC SUPPLIES	475.64	
			21993896	4/18/2024	MED CLINIC SUPPLIES	133.97	
			21993716	4/18/2024	MED CLINIC SUPPLIES	49.48	
			21993875	4/18/2024	MED CLINIC SUPPLIES	49.46	
			21994151	4/18/2024	MED CLINIC SUPPLIES	12.37	
			21993911	4/18/2024	MED CLINIC SUPPLIES	7.46	728.38
5/7/2024	0048022	SOUND INPATIENT PHYSICIAN	12BYNPP4	3/13/2024	INMATE MEDICAL	119.80	119.80
Sub total for U S BANK:							1,793.73

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	5/7/2024	0001179	PACIFIC OFFICE EQUIPMENT 1138561	4/19/2024	3/2024-CONTRACT COST RA1	113.80	
			1138559	4/19/2024	4/2024-CONTRACT BASE RAT	32.67	
			1138564	4/19/2024	3/2024-CONTRACT COST RA1	32.44	
			1138563	4/19/2024	4/2024-CONTRACT BASE RAT	27.23	
			1138562	4/19/2024	4/2024-CONTRACT BASE RAT	19.23	
			1138560	4/19/2024	3/2024, CONTRACT COST RA	6.85	232.22
5/7/2024	0001764	WEST PAYMENT CENTER, TH850032347		4/19/2024	APRIL 2024, LAW LIBRARY PL	303.62	303.62
5/7/2024	0034723	HANEY INVESTIGATION SERV1985191HANEY		4/19/2024	23-1-00221-05, ST. V. COOPEI	1,820.00	1,820.00
5/7/2024	0041653	BRENT J ONEAL PHD &, ASSC1985192ONEAL		4/19/2024	23-8-00076-05, ST. V. BLAIR, E	3,255.00	3,255.00
5/7/2024	0045752	WELLNESS INTEGRATED SVC1985192ONEAL		4/19/2024	23-1-00178-05, ST. V. MEDLEY	3,493.75	
			DORAMA 2024	4/19/2024	23-1-00112-05, ST. V. DORRO	2,356.25	
			DYASTA 2024	4/19/2024	23-1-00093-05, ST. V. DYAR-B	1,950.00	7,800.00
5/7/2024	0046756	PENA, KONNING MAURICIO	000057	4/19/2024	24-1-00038-05, ST. V. GOMEZ	225.00	225.00
5/7/2024	0049041	MONTEJO, CARLA	1985206MONTE	4/19/2024	23-4-00474-05, IN RE WESTF/	313.00	313.00
5/7/2024	0049210	SHINZATO-FISCHER, LICIA	WA-0164	4/19/2024	23-1-00271-05, ST. V. JONES,	211.74	211.74
5/7/2024	0049725	OXFORD HOUSE BALDUR	1985205BALDUI	4/19/2024	4/16/24-RENT FOR DC PARTI	650.00	650.00
Sub total for U S BANK:							14,810.58

Treasurer

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	5/7/2024	0040381	ACI PAYMENTS INC	1000114647	4/25/2024	ONLINE PAYMENT RETURNS	4.00
Sub total for U S BANK:							4.00

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Final Check List
CLALLAM COUNTY

Veterans

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
4/25/2024	0019516	LINDE PRICE FUNERAL SERV	PD7518 4/25/24	4/25/2024	DEATH BENIFIT	800.00	800.00
4/25/2024	0020849	U S BANK	BD8762 4/25/24	4/25/2024	FOOD	150.00	
			JW8839 4/25/24	4/25/2024	FOOD	150.00	
			KR9828 4/25/24	4/25/2024	FOOD	150.00	
			GT1313 4/25/24	4/25/2024	FUEL	100.00	
			GW3594 4/25/24	4/25/2024	FOOD	100.00	
			RM4929 4/25/24	4/25/2024	FOOD	100.00	
			UA6931 4/25/24	4/25/2024	FOOD	100.00	850.00
Sub total for U S BANK:							1,650.00



BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of April 29 – May 3, 2024

16
MAY 07 2024

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, April 29, 2024. Present were Commissioners French, Ozias and Johnson, and Administrator Mielke.

Items of discussion per the agenda published April 25 were:

- Calendar/Correspondence
- Resolution appointing Kelly Newhouse to the Behavioral Health Advisory Board
- Resolution appointing Jane Childers to the Lake Sutherland Steering Committee
- Letter of support for Port of Port Angeles 2024 Port Infrastructure Development Program application
- Letter of support for RCO Projects 24-1691 and 24-1694 to acquire properties Heifer Farm and Cameron Farm Estates
- Agreement with Pacific Office Equipment for furniture for Health and Human Services
- Agreement appendix A with Washington State University Extension for approved 2024 budget
- Purchase order with Carousel Industries for phone system maintenance and support
- Agreement with Washington Military Department and U.S. Department of Homeland Security for Operation Stonegarden Program
- Request to call for proposals to be received no later than Tuesday, June 4, 2024 at 9:30 a.m. regarding Wildfire Protection Planning
- Pre-application questionnaire with US Department of Justice for National Criminal History Improvement Program to obtain Live Scan fingerprint machines
- Pre-application questionnaire and letter of support with Washington State Administrative Office of the Courts for Veterans Court Grant
- Update on the EV Charging Station Project
- Agreement with Department of Agriculture for Dog Barn and Agility Arena upgrades
- Land purchase agreement with Clifford and Judy Hewitt for Bear Creek Road
- Land purchase agreement with Joel and Shauna Wilhelm for Bear Creek Road
- Notice to call for bids to be received no later than Tuesday, May 28, 2024 at 10 a.m. for the 2024 Hot Mix Asphalt Requirements
- Pre-application questionnaire with US Department of Transportation for county wide road safety
- Request to approve a new Regional Trails and Active Transportation Coordinator position
- Resolution to authorize expenditures from the Conservation Futures Fund for approved 2024 applications
- Letters to Jamestown S'Klallam Tribe and Floodplains by Design regarding the Dungeness Levee Setback Project
- Discussion and next steps regarding a response to the Department of Natural Resources for City of Port Angeles Trust Land Transfer application
- Review the "How Did We Do" reports comparing each month's actual performance

Meeting concluded at 12:06 p.m. and continued to an executive session at 3 p.m.

EXECUTIVE SESSION

The Board convened in open session at 3 p.m. to discuss litigation. Present were Commissioners Ozias, French and Johnson, Administrator Mielke, Prosecuting Attorney Office Boughton, Finance Department Lane and Turner, and Health and Human Services Oppelt.

ACTION TAKEN: CRJm to recess to executive session for 30 minutes, CMOs, mc

The Board recessed into executive session at 3:01 p.m.

The Board convened in open session at 3:30 p.m.

ACTION TAKEN: CMOM to approve entering into the Johnson and Johnson opioid settlement agreement as presented and authorize the Chair, Administrator, or other appropriate county official to sign and complete authorization, CMFs, mc

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair French called the meeting to order at 10 a.m., Tuesday, April 30, 2024. Also present were Commissioners Ozias and Johnson and Administrator Mielke.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CRJm to adopt the agenda as presented, CMOs, mc

PUBLIC COMMENT

- John Worthington, Sequim, commented on 1f and 2a
- Jeff Tozer, Sequim, commented on 1f
- Ed Bowen, Clallam Bay, commented on 4a and 4b
- Derrick Eberle, Sequim, commented on 1f

CONSENT AGENDA

- 1a Approval of vouchers for the week of April 22
- 1b Approval of payroll for the period ending April 15
- 1c Approval of minutes for the week of April 22
- 1d Resolution declaring intent to renew the Lake Sutherland Management District 2 pursuant to chapter 36.31 RCW and a notice of hearing to be held Tuesday, June 4, 2024 at 10:30 a.m.
- 1f Letters to Jamestown S'Klallam Tribe and Floodplains by Design regarding the Dungeness Levee Setback Project

ACTION TAKEN: CRJm to adopt the consent agenda as modified to discuss 1e outside of the consent agenda and approve the updated letter for 1f, CMOs, mc

- 1e Letter of support for RCO Projects 24-1691 and 24-1694 to acquire properties Heifer Farm and Cameron Farm Estates

ACTION TAKEN: CMFm to approve the letter of support with the edit of making clear that conservation easements are being acquired, CMOs, mc

REPORTS AND PRESENTATIONS

- CRJ commented on Sarge's Veteran Support gala and carbon and forestry
- CMO commented on Department of Natural Resource Services Systems work group meeting
- CMF commented on Governor's work group on Safe Supply, North Olympic Library System ribbon cutting

CONTRACTS AND AGREEMENTS

- 2a Agreement with Jefferson County for Recompete

ACTION TAKEN: CRJm to approve, CMOs, mc

- 2b Agreement with Natural Systems Design, Inc. for Channel Migration Zone

ACTION TAKEN: CRJm to approve, CMOs, mc

- 2c Agreement with Pacific Office Equipment for furniture for Health and Human Services

ACTION TAKEN: CRJm to approve, CMOs, mc

ADMINISTRATION

- 3a Resolution authorizing expenditure from the Hotel/Motel Tax Fund for approved 2024 Lodging Tax Funding Applications

ACTION TAKEN: CRJm to adopt, CMOs, mc

HEARING(S) – Beginning at 10:30 a.m.

H1 Consideration of resolution adopting the following Debatable Emergencies:

Hearing Examiner – Additional funding needed to cover the 2023 Hearing Examiner services invoiced in 2024/\$24,750

NonDept – Affordable Housing Sales Tax - Reallocation of budgeted funds for a new Peninsula Behavioral Health affordable housing project: \$1,250,000 of 1406 and 1590 funding to assist with the development of a 36-unit Multi-family Permanent Supported Housing facility strategically situated on 2nd & Oak Street in Port Angeles. This Budget Revision provides \$1,040,000 towards this project. This Debatable Emergency provides \$210,000 toward the project. A Budget Revision is in the process to provide the additional \$1,040,000 needed to complete the funding (2 of 2)/\$210,000

Sheriff – Jail –

- OAC was contracted to create a conceptual design of how the jail could expand within the footprint of the current Sheriff's Office administration, patrol, and evidence rooms of the courthouse. This design was completed last year but was not invoiced until now/\$25,000
- Contracted costs for Norpoint Services to provide courthouse security from January 1 through June 30, 2024 have been expended from a Court Security Grant. It is not anticipated at this time the jail staff will be able to cover the security detail until the Norpoint contract expires/\$71,300
- Mark Lane, Chief Financial Officer, briefed the Board

ACTION TAKEN: CMOM to open the public hearing, CRJs, mc

- No one provided testimony

ACTION TAKEN: CRJm to close the public hearing and adopt, CMOs, mc

ADMINISTRATION - continued

3b Request to call for proposals to be received no later than Tuesday, June 4, 2024 at 9:30 a.m. regarding Wildfire Protection Planning

ACTION TAKEN: CRJm to issue notice, CMOs, mc

BUDGET

4a Resolution for consideration to adopt the following Budget Revisions:

Juvenile Services – Reallocation of budgeted Washington State Patrol National Criminal History Improvement Program (WSP-NCHIP) grant funds for purchase of two new Live Scan devices to capture fingerprints on youths booked into detention facility or otherwise ordered to be fingerprinted/\$16,340

NonDept – Affordable Housing Sales Tax –

- Reallocation of budgeted funds for a new Peninsula Behavioral Health affordable housing project: 1406 funding to assist with the rehabilitation of a 5-bedroom Permanent Supported Housing Group located at 5th & Fir Street in Sequim/\$250,000
- Reallocation of budgeted funds for a new Peninsula Behavioral Health affordable housing project: \$1,250,000 of 1406 and 1590 funding to assist with the development of a 36-unit Multi-family Permanent Supported Housing facility strategically situated on 2nd & Oak Street in Port Angeles. This Budget Revision provides \$1,040,000 towards this project. A Debatable Emergency is in process to provide the additional \$210,000 needed to complete the funding (1 of 2)/\$1,040,000

Health & Human Services – Foundational Public Health Services –

- Reallocation of funding to be used in partnership with the County's Emergency Operations Center to purchase equipment that can be used for events of public health emergency responses for climate change related events such as wildfires or other environmental changes that are occurring where physically getting to a location is not possible. Two drones will be purchased with the funding and operations will be performed by skilled individuals within the Sheriff's Department (2 of 2)/\$77,000
- Reallocation of funding to be used for baseline power and communications service preparations that can be used in partnership with the County's Emergency Operations Center and Parks, Facilities and Maintenance departments in the event of a public health emergency. Items to be purchased include individual office use solar generators, a large hybrid mobile generator that can be moved to offsite locations, Star Link for west end communication ability, Verizon wi-fi

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of April 29 – May 3, 2024
Page 4

hotspots, and a mobile generator with lighting capability for a staging area at the county fairgrounds (2 of 2)/\$195,000

- Reallocation of funding to be used to enhance public health emergency communication capabilities through the county's amateur radio programs in partnership with Emergency Operations Center. Additional Health and Human Services departmental purchases will be for satellite telephones and satellite wi-fi modems (2 of 2)/\$115,000

ACTION TAKEN: CRJm to adopt, CMOs, mc

4b Resolution for consideration to adopt the following Supplemental Appropriations:

Board Of County Commissioners – Recompete Grant – New Recompete Securing Federal Funding

Initiative grant will be used to support the economic research, grant writing, and capacity expansion for underserved areas to participate in application/\$500,000

Health & Human Services Operations –

- Department of Health Consolidated Contract #17 is adding new revenue for post Covid-19 workforce development and improvements and will be used to purchase office furniture, carpet replacement, painting, restocking of personal protective equipment (PPE), and HEPA filtration machines for clinic rooms, health department employee offices, and for loan availability to nursing homes during patient Covid-19 outbreaks/\$200,000
- Department of Health Consolidated Contract #17 is adding new revenue for the Women, Infants & Children (WIC) program to purchase child safety furniture for use in clinic and waiting rooms, personal protective equipment (PPE), office and clinic supplies, printer toners, advertising, subcontracted nutritional services, and ending fund balance for previously budgeted salaries and benefits/\$116,051
- Additional funding to be used for improvements at the Forks Health Department. The estimated costs of improvements include a heat pump, windows, crawl space repairs, and pest control/\$26,000
- Additional funding to be used in partnership with the County's Emergency Operations Center to purchase equipment that can be used for events of public health emergency responses for climate change related events such as wildfires or other environmental changes that are occurring where physically getting to a location is not possible. Two drones will be purchased with the funding and operations will be performed by skilled individuals within the Sheriff's Department (1 of 2)/\$77,000
- Additional funding to be used for baseline power and communications service preparations that can be used in partnership with the County's Emergency Operations Center and Parks, Facilities and Maintenance departments in the event of a public health emergency. Items to be purchased include individual office use solar generators, a large hybrid mobile generator that can be moved to offsite locations, Star Link for west end communication ability, Verizon wi-fi hotspots, and a mobile generator with lighting capability for a staging area at the county fairgrounds (1 of 2)/\$195,000
- Additional funding to be used to enhance public health emergency communication capabilities through the county's amateur radio programs in partnership with Emergency Operations Center. Additional Health and Human Services departmental purchases will be for satellite telephones and satellite wi-fi modems (1 of 2)/\$115,000

Health & Human Services – Environmental Health – Additional funding to be used for purchase of a desk, file cabinets, and bookshelves/\$4,900

Sheriff – Operations – Annual award from Washington State Department of Commerce for programs supporting STOP (Services, Training, Officers, and Prosecutors) Violence Against Women to be used to purchase a specialized camera the detectives unit can use on County cases or by law enforcement partners/\$12,000

ACTION TAKEN: CRJm to adopt, CMOs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of April 29 – May 3, 2024
Page 5

PUBLIC COMMENT

- Kenneth Reandeau, Port Angeles commented on item 4 from April 29, 2024 work session, electric vehicle charging stations
- Jim Stoffer, Sequim, thanked local tribes and Board of Commissioners
- Dave Kelm, Sequim, commented on Towne Road and weekly meeting framework (see attached)
- Cindy Kelm, Sequim, finished comment for Dave Kelm regarding weekly meeting framework (see attached)
- John Worthington, Sequim, commented on 1f
- Ed Bowen, Clallam Bay, commented on anniversary of Operation Eagle Claw, item 2b, and April 29, 2024 work session
- Derrick Eberle, Sequim, commented on Towne Road
- Charles Main, Sequim, commented on Towne Road
- Karin Cummins, Sequim, commented on Towne Road
- Eric Fehrmann, Sequim, commented on Towne Road
- Bri Eberle, Sequim, commented on public comment time limit, Towne Road
- Denise Lapio, Sequim, commented on public comment time limit, COVID, Trader Joe's and roundabouts
- Karen Hubert, Sequim, commented on public comment, Towne Road
- Jamie Porter, Sequim, commented on public comment time limit, Washington State Sunshine Act, December 26, 2023 Board of County Commissioner meeting, Towne Road
- Pepai Whipple, Sequim, commented on Towne Road

Meeting concluded at 11:33 a.m. and continued to 9 a.m., Monday, May 6, 2024

The Board of Commissioners attended WSAC Virtual Update, Coffee with Colleen, Veterans Stand Down, Peninsula Behavioral Health Gala and Housing Solutions Committee Meetings during the week of April 29.

PASSED AND ADOPTED this 7th day of May 2024.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

KEY TO ABBREVIATIONS:

ATM Administrator Todd Mielke
CMO Commissioner Mark Ozias
CRJ Commissioner Randy Johnson
CMF Commissioner Mike French

m moved
mc motion carried
s seconded

BOCC Mail Correspondences Received from other Jurisdictions

CLALLAM PUBLIC DEFENDER
516 EAST FRONT STREET
PORT ANGELES, WA 98362
(360) 452-3307
FAX (360) 452-3329

HARRY D. GASNICK
Director

RECEIVED
CLALLAM CO. COMMISSIONERS

APR 22 2024

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

JOHN F. HAYDEN
SUZANNE M. B. HAYDEN
ALEX R. STALKER
DOUGLAS J. KRESL
CHARLIE COMMERE
SETH B. DOHERTY
TOBIN M. STANDLEY
Staff Attorneys

04/19/24

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

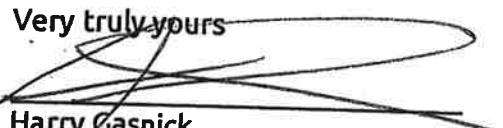
Dear Commissioners:

Many of the persons our organization serves are military veterans who now reside in Clallam County. The behaviors of many of our veterans who are accused of committing a criminal offense can be attributed in part to a service or combat related injury, mental health problem, or substance abuse. Over half of our veterans involved with the criminal justice system have substance abuse problems. Sadly, in many cases, veterans are not properly identified, and they become lost in the criminal justice system without the necessary help, medical treatment, and therapy to which they are entitled and deserve. This encourages a cycle of recidivism, hopelessness, non-recovery, and sometimes, serious injury or death, including by suicide.

In response, over 400 Veteran Courts have emerged throughout our country as a vital tool to break this cycle. Veteran participants are significantly less likely to experience a new incarceration and are more likely to be in their own housing and receiving necessary VA benefits and services due to the Veteran Court support. It is through the accountability, support, camaraderie, and the familiarity of veteran support partners in the Veteran court system that veteran participants in such courts meet with success.

Clallam Public Defender (CPD) urges you all to support the proposed Clallam County Veterans Court. Over 11% of our Clallam County population comprised of veterans who volunteered to serve their country and we owe it to those veterans who have difficulty transitioning to non-military life to do all we can to facilitate that transition. Hopefully, we all recognize the importance of veteran related services within the Olympic Peninsula. CPD appreciates your support of a Clallam County Veterans Court in aiding our local veterans.

Very truly yours


Harry Gasnick
Director, Clallam Public Defender



FOREST CONSERVATION

Spring Celebration

Come celebrate a beloved older forest, recently protected by a collaborative local effort. All are welcome to enjoy and learn about this conservation victory for the North Olympic peninsula community.

Saturday, May 11th, 2024
1 - 4 pm

FAMILY
FRIENDLY
& DOGS
WELCOME

**View The Protected Forest
From A Short Hike (0.8mi).**

Music From *Whump* Acoustic Duo

Art Table and Rock Painting

Free Drinks & Food

Where: Wandering Joy Campground (Private)
233035, US-101, Port Angeles
(North of 101, Next to Lake Sutherland)

Learn More At ElwhaLegacyForests.org

Sponsored by



Logos Forest Defense Coalition

A person wearing a blue jacket and a grey cap is standing in a forest, looking towards the camera. The background is a dense forest with tall trees and green foliage.

Celebrate our recently protected forest!

What, How & Why

The former 'Shore Thing' Timber sale ✧✧

The former 'Shore Thing' Timber sale was scheduled for industrial logging in 2028 by the Department of Natural Resources (DNR). It is located next to Lake Sutherland and contains large Douglas firs and cedar trees over one hundred years old.

The WA Climate Commitment Act ✧✧

The 2023 WA Climate Commitment Act created an account called Natural Climate Solutions or NCS, allowing for the protection of older, carbon dense, structurally complex forests on state land. It is the first conservation program of its kind, offering communities replacement land for future timber harvest. Thanks to support from the community and local government, the DNR selected the Shore Thing Timber sale for the program. On March 5th 2024 Clallam County agreed to move forward with having 111 acres around lake Sutherland permanently protected!

Worth More Standing ✧✧

Our mature forests are among the best in the world at storing and sequestering carbon. By leaving the last remaining older forests standing we not only mitigate climate change but protect habitat for endangered species, and protect our water resources for generations to come.

Learn More At ElwhaLegacyForests.org



Washington State Pollution Liability Insurance Agency



Notice of Financial Assurance Program Information Sessions

The Washington State Legislature directed the Washington State Pollution Liability Insurance Agency (PLIA) to transition its Underground Storage Tank (UST) Reinsurance Program to a state-led Financial Assurance Program. Once this state-led Financial Assurance Program begins, PLIA will offer eligible UST owners and operators the ability to show financial responsibility through state-funded assurance.

PLIA will host multiple virtual information sessions to share our progress in building this new program. If you would like to learn more about this developing program, please attend any of the sessions listed below by Zoom:

- Wednesday, April 24, 2024,
from 1:00-2:00pm (Zoom
Link: <https://bit.ly/3IX9E2g>)
- Thursday, April 25, 2024,
from 5:00-6:00pm (Zoom
link: <https://bit.ly/3xeP8b3>)
- Saturday, April 27, 2024,
from 11:00am-12:00pm
(Zoom link: <https://bit.ly/3xpnUy8>)



UST Project Site (Source: PLIA)

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CLALLAM CO. COMMISSIONERS

APR 23 2024

For more information on PLIA's developing Financial Assurance Program,
please visit our website at:

<https://plia.wa.gov/financial-assurance-program/>



Washington State
Pollution Liability Insurance Agency
Phone: (800) 822-3905
Email: pliamail@plia.wa.gov
Website: www.plia.wa.gov Twitter: @PLIAWA

Public comment
4-30-24
Dave Kelm
Cindy Kelm

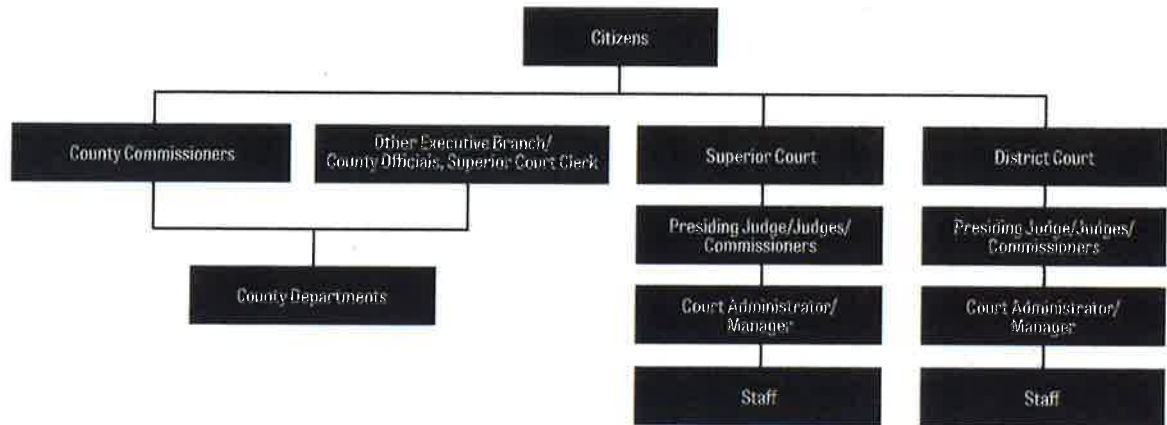
Clallam County Commissioners Observational Framework

Spring 2024

Types of Local Government

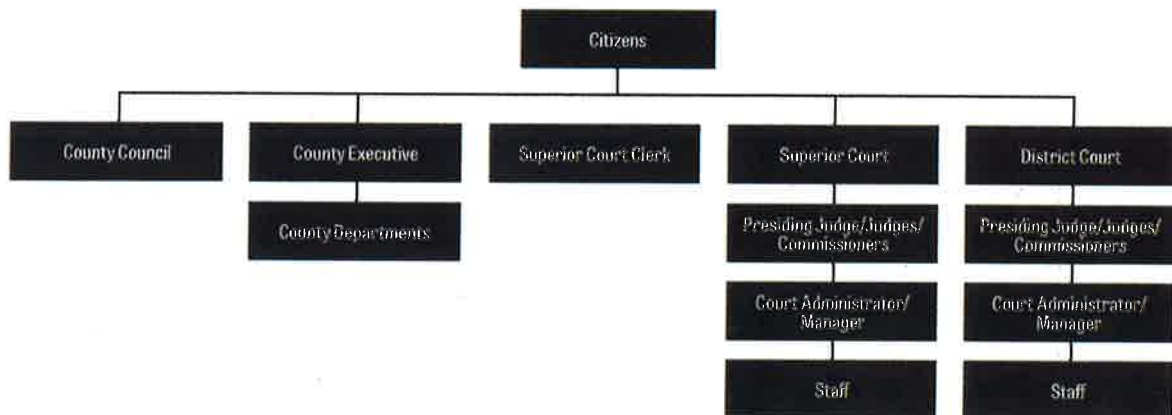
REGULAR COUNTY | County Commissioner Form of Government

Most counties in Washington derive their governmental structure from the State Constitution. Counties, through a vote of the people, may choose to modify their county governmental structure through the charter process. County Commissioners exercise executive, legislative, and some quasi-judicial powers.



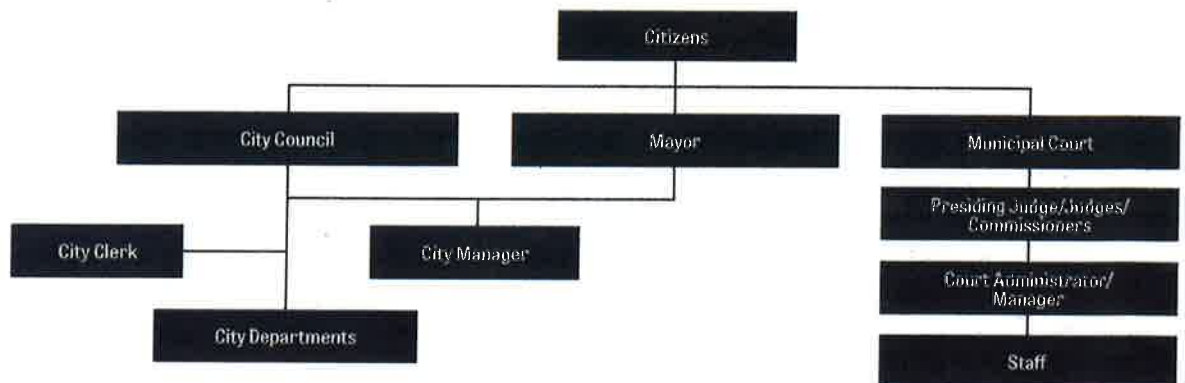
CHARTER COUNTY | County Executive Form of Government

Charter Counties in Washington: Clallam, Clark, King, Pierce, San Juan, Snohomish, and Whatcom. The Superior Court Clerk may be elected or appointed. The clerk is part of the executive branch, except in King County.



CITY GOVERNMENT | Strong Mayor Form of Government, Administrator/Manager*

Cities may opt to contract with the county or another city for court services. Judges may be elected or appointed. Full-time judges are elected. Part-time judges, however nominated, are confirmed by the City Council.



*Administrator/Manager is part of City Council.

Washington State



WASHINGTON
COURTS

You can get more
information at
www.courts.wa.gov

Observational Areas of concern and opportunities for improvement:

1. Weekly meetings are held during the day which discourages attendance due to the responsibilities of life such as employment, childcare, etc.
Results: Poor regular attendance has thus, become an expectation.
2. Weekly work meetings do not have a citizen representative who is allowed to speak contributing to the otherwise, invited bureaucrats who exclusively are offered dialogue opportunities with the commissioners.
3. There are no opportunities for dialogue with the commissioners on record at any public meeting that would benefit citizens in areas of clarification, etc.
4. The time allotted citizen comment is restricted to three minutes each severely limiting their constitutional right to approach and participate in their government.
5. The citizen is not permitted to assist in their presentation with any kind of video/pictures, etc.

6. There are no opportunities for questions and answers between citizens and commissioners (elected officials) during any meetings “on record.”
7. Invited testimony during work meetings are staged so as to have testifiers’ backs to the citizenry and thus, difficult to hear and understand.
8. The speakers over the citizen allotted area are often non functional so as to limit hearing what is discussed.
9. The table setup during workdays offer little opportunity for verbal continuity between citizens and officials. No table top microphones are utilized during work meetings even though they are available.
10. No outburst of agreement such as applause is tolerated.
11. The room is set up in the “command position” similar to a court room contrary to the typical accepted Charter form of county government organizational chart. By doing so, it and many of the above points serve to invert the observational chart placing the citizen at the bottom of the chart rather than the commonly accepted top position. By doing so, it serves to reflect the behavior and choices presented above as “areas of concern.”

These areas of concern are largely absent from other county and city government meetings held in Washington State. Why?

Possible Remedies addressing presented areas of concern:

1. Schedule weekly public meetings during the evening between six and nine as many other jurisdictions have done successfully.
2. During work meetings include in the agenda a public comment/questions and answer period or in lieu of that, have them be part of any relevant conversation.
3. Include in all public meetings an opportunity for specific question and answer periods. These can be directed in general or commissioner specific.
4. Based upon the number of those who wish to speak using a sign in sheet, adjust allotted time for each accordingly at the start of the agenda line item.
5. Remove the restriction of visual aides in any and all citizen presentations. Their desire and rights in this regard should not be infringed.
6. Rearrange the square table setting to mimic the commissioner throne area, a half circle. If needed, use table microphones. In that configuration all can see one another and hear the proceedings more effectively and respectfully.

7. As we are all adults, applause should be encouraged. It would provide the commissioners an additional barometer as to the will of the people.
8. If challenges exist with the sound system, rearrange for a more effective presentation and make arrangements to improve the system and funds become available. Study the challenges. Learn the expected and anticipated outcome and work toward that end. Elected officials are servants of the people. They should strive to be one with the majority at any given time whether expressed or not. They should not look at these positions as self-serving opportunities. If that is the case, they should work elsewhere.
9. Look to others as learning opportunities regardless of where they are employed. Seldom is anyone the smartest person in the room, other than perhaps in their own minds. The citizenry has a wealth of knowledge and experience and should be looked upon as such with regularity. Listen, dialogue, move forward together. In most cases the decisions are left to the three of you to make as you have been elected with majority perceiving you having a similar mindset as they except when a majority is clearly established. Then, it is expected you side with the

majority in spite of your own wishes or explain your rationale in an understandable and timely dialogue. That is a democratic representative form of democracy. The representation is to benefit the majority of the people and if they want a different mousetrap, it is up to you to provide it.

We await your response and intended actions on these items.

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MAY 07 2024



**PROCLAMATION
RECOGNIZING CHILD CARE PROVIDER APPRECIATION DAY**

WHEREAS, child care providers are essential members of our community who offer safe, nurturing, and stimulating environments for children to learn and grow; and

WHEREAS, child care provides support the economic and social well-being of working families by enabling parents to pursue their careers and education while knowing their children are in good hands; and

WHEREAS, child care providers contribute to the development of the next generation of citizens by fostering their physical, cognitive, emotional, and social skills; and

WHEREAS, child care providers deserve our gratitude, respect, and recognition for their invaluable service to our children, families, and community; and

WHEREAS, our future depends on the quality of the early childhood experiences provided to young children today and support for high-quality child care represents a worthy commitment to our children's future; and

NOW, THEREFORE BE IT PROCLAIMED the Board of Clallam County Commissioners hereby recognize May 10th, 2024 as

CHILD CARE PROVIDER APPRECIATION DAY

and encourage all residents to join in celebrating and thanking the child care providers who make a difference in our lives.

Signed this 7th day of May 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

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MAY 07 2024



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 4-29-24

REGULAR AGENDA ☒ Meeting Date: 5-7-24

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 Behavioral Health Advisory Board due to a resignation.

A press release was issued during the month of January and February 2024 soliciting applications from interested citizens. Three applications were received.

Health and Human Services Deputy Director endorses the appointment of Kelly Newhouse to the Behavioral Health Advisory Board.

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 appoint.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Health and Human Services Department

Relevant Departments: Board of Commissioners, Health and Human Services Department



RESOLUTION _____, 2024

APPOINTING A MEMBER TO THE
BEHAVIORAL HEALTH ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Behavioral Health Advisory Board due to a resignation.
2. A press release was issued during the months of January and February 2024 soliciting applications from interested citizens. Three applications were received.
3. Health and Human Services Deputy Director endorses the appointment of Kelly Newhouse to the Behavioral Health Advisory Board.

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

1. **Kelly Newhouse** is appointed as the Private provider of substance use disorders services not contracting for funding representative for a term ending December 31, 2026.

PASSED AND ADOPTED this 7th day of May 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Mark Ozias

c: A22.52
Appointee(s)
HHS



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MAY 07 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 4-29-24

REGULAR AGENDA ☒ Meeting Date: 5-7-24

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 Lake Sutherland Steering Committee due to a resignation.

A press release was issued during the months of January and February 2024 soliciting applications from interested citizens. Two applications were received.

Christina St. John – Noxious Weed Coordinator and Lake Sutherland Steering Committee contact endorses the appointment of Jane Childers to the Lake Sutherland Steering 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 and Lake Sutherland Steering Committee Coordinator – Christina St. John

Relevant Departments: Board of Commissioners and Lake Sutherland Steering Committee Coordinator – Christina St. John

* Work Session Meeting - Submit 1 single sided/not stapled copy Lake Sutherland Steering Committee Childers 5-7-24
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



RESOLUTION _____, 2024

APPOINTING A MEMBER TO THE
LAKE SUTHERLAND STEERING COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Lake Sutherland Steering Committee due to a resignation.
2. A press release was issued during the months of January and February 2024 soliciting applications from interested citizens. Two applications were received.
3. Christina St. John – Noxious Weed Coordinator and Lake Sutherland Steering Committee contact endorses the appointment of Jane Childers to the Lake Sutherland Steering Committee.

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

1. **Jane Childers** is appointed to the Lake Sutherland Steering Committee for a term expiring on December 31, 2026.

PASSED AND ADOPTED this 7th day of May 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, CMC, Clerk of the Board

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MAY 07 2024



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 4-29-24

REGULAR AGENDA ☒ Meeting Date: 5-7-24

Required originals approved and attached? ☐

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Port of Port Angeles has requested a letter of support from the Board of Commissioners for their application to the 2024 Port Infrastructure Development Program. This proposed project to increase the Port's operational capacity expansion through new cargo handling equipment will enhance the regional transportation infrastructure that connects our rural region to the wider world.

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?)
Request to approve a letter of support.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Katherine Frazier – Port of Port Angeles

Date submitted: 4-24-24

* 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)



MIKE FRENCH, District 3, Chair
RANDY JOHNSON, District 2
MARK OZIAS, District 1

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

TODD MIELKE, County Administrator

May 7, 2024

The Honorable Pete Buttigieg
Secretary of the U.S. Department of Transportation
1200 New Jersey Avenue SE
Washington, DC 20590

The Honorable Rear Admiral Ann Phillips
Administrator, Maritime Administration
1200 New Jersey Avenue SE
Washington, DC 20590

Re: Port of Port Angeles application – 2024 Port Infrastructure Development Program (PIDP)

Dear Secretary Buttigieg and Admiral Phillips:

The Clallam County Board of Commissioners is pleased to support the Port of Port Angeles in their application to the 2024 Port Infrastructure Development Program (PIDP). The proposed project to increase the Port's operational capacity expansion through new cargo handling equipment will enhance the regional transportation infrastructure that connects our rural region to the wider world.

Currently, the Port has no way to import products at its Marine Terminals. This causes area businesses to rely heavily on US-101, which can be unreliable due to congestion, weather-related closures, and closure of the Hood Canal Bridge connecting the Peninsula to the I-5 corridor. In addition, trucking creates greenhouse gas emissions that impact community health and contribute to climate change. This project will add inbound cargo handling capacity to the Port's facilities, making it possible for businesses to ship or barge their products in rather than trucking. Inbound capacity will benefit our region by reducing economic reliance on a limited surface transportation network and lowering emissions.

In addition, the Port will increase the efficiency of their current cargo export operations through cleaner, modern equipment. The Port's focus on replacing 40+ year old machines with lower-emissions equipment will create safer conditions for workers and help to reduce transportation-related climate impacts, all while moving more cargo per hour.

Each improvement to the Port's operations will strengthen an essential link between our geographically isolated county and markets on the West Coast and beyond, giving local businesses an important opportunity to participate in the regional, national, and international economies. We believe that the proposed project will increase our region's economic competitiveness and reliability, enhance air quality, and drive industry growth that increases job and wealth creation opportunities for our community. The 2024 PIDP program is a crucial step toward making these efforts a reality.

We are excited to support the Port's Operational Capacity Expansion project and respectfully request your consideration of this application.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

DRAFT



AGENDA ITEM SUMMARY

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

19
MAY 07 2024

Department: DISTRICT COURT 1

WORK SESSION ☒ Meeting Date: 04/29/2024

REGULAR AGENDA ☒ Meeting Date: 05/07/2024

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: District Court I is in the process of applying to the Washington State Administrative Office of the Courts (AOC) for ongoing grant funding in support of Veterans Court. A County grant application questionnaire and copy of AOC's grant application are attached for reference along with letters of support from the community.

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

Recommended action: Discuss Veterans Court and grant offering. Sign a letter of support for Veterans Court that can be submitted to AOC as part of the grant application. (Does the Board need to act? If so, what is the department's recommendation?)

County Official signature & print name: David C Neupert David Neupert

Names of Relevant Departments/Employees/Stakeholders attending meeting:
Judge David Neupert, Marrissa Williams

Date submitted: 4/23/2024

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



MIKE FRENCH, District 3, Chair
RANDY JOHNSON, District 2
MARK OZIAS, District 1

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

TODD MIELKE, County Administrator

May 7th, 2024

Administrative Office of the Courts
PO BOX 41170
Olympia, WA 98504

Re: Clallam County District 1 Court - Application for FY2025 Therapeutic Court Funding

Dear Administrative Office of the Courts:

The Board of Clallam County Commissioners writes to express its enthusiastic support of the request from Clallam County District Court I for additional state funding to establish and support a Veterans Court. We are informed that many Veterans face criminal charges due, at least in part, to a service-related injury, mental health issue, or substance use disorder. This court will identify veterans, so they are not lost in the system without the assistance, treatment and therapy needed to provide accountability and improve relationships. Veterans working together can reduce recidivism and its cost to the public. We are further informed, and recognize, that Veterans Court participants are more likely to be in their own housing and receiving V.A. benefits and support.

District Court I already cooperates with the Clallam County Prosecuting Attorney, Clallam Public Defenders, Peninsula Behavioral Health, local law enforcement, and local treatment providers to provide individuals in the criminal justice system, an alternative path to resolve legal matters. Clallam County District Court I has current experience with its Mental Health Court program, and can build on its success to reach veterans in the criminal justice system. With over 11% of our Clallam County population comprised of veterans, we know the importance of veteran-related services in our communities.

The additional funding requested will be used to establish and support a Veterans Court program in District Court I. The program will be an invaluable asset to Clallam County, and one that should be a necessary complement to the criminal justice system.

Thank you for your continued support of the Clallam County District Court I's Mental Health Court program and soon-to-be Veterans Court program.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

Clallam County

Grant Application Information

DEPARTMENT: **Clallam County District 1**

DATE SUBMITTED TO W/S: **04/29/2024**

GRANT NAME: **Therapeutic Courts in Courts of Limited Jurisdiction**

APPLICATION DEADLINE: **05/17/2024**

ISSUING AGENCY: **Washington State Administrative Office of the Courts**

IS THIS A RENEWAL? **NO**

LENGTH OF GRANT: **State Fiscal Year (FY) 2024 (July 1st, 2024- June 30th, 2024**

RENEWAL POSSIBLE? **Yes**

TOTAL AWARD: **TBD**

ANNUAL AMOUNT : **TBD**

MATCH REQUIRED? **No**

MATCH AMOUNT: **N/A**

DESCRIPTION OF GRANT AND PURPOSE:

Grand funding is being offered to support new and existing therapeutic courts in courts of limited jurisdiction for FY25

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

Grant funding will be used to start and support District Court I's Veteran Court program. Veterans Courts are specialty courts that were established to improve the response to Veterans who face criminal charges, in part, to a service-related injury, mental health issue, or substance use disorder.

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, District Court I started a Mental Health Court in 2022. Veterans Court will be an offshoot of our Mental Health Court to offer other therapeutic approaches so different populations.

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?

Grant funds will be used to build and start a new therapeutic Veterans Court program within District Court I. This grant increases and adds targeted assistance to the public.

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

The grant requires quarterly reports to the Washington Administrative Office of the Courts. The court will identify evidence-based best practices based on NADCP Drug Court Guidelines and ALL RISE Veterans Court best practices. A primary performance measure will be to determine the reduced recidivism rate among Veteran Court participants.

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?

Yes, but the anticipation is a renewal of grant funding each year. If not able to get a renewal we will continue to look for other funding sources.

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

No matching funds are required.

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?

There is a potential impact on the Prosecuting Attorney's office for Veterans Court staffing. The elected prosecuting attorney has a long-standing commitment to the success of our therapeutic courts.

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?

Not at this time.

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

Yes

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

No. Even without grant funding, unspent Hargrove fund monies could be used to support continued operation of the program.

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

The grant allows for Salary and Benefits, Training, Staff equipment, treatment services, and Other participant services. They have made it clear what expenses are allowed and not allowed.

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.

District Court I budget for 2024 may be offset by funds received under the grant

OTHER COMMENTS

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.



SARGE'S VETERAN SUPPORT

250 ASH AVENUE, FORKS, WASHINGTON 98331

PHONE: 360.374.5252 FAX: 360.327.3601

www.SargesVeteranSupport Federal ID: 91-2046528

April 19, 2024

Commissioner M
Commissioner R
Commissioner M
Clallam County
223 East 4th St
Port Angeles, V

RE: Proposed

Dear Commis

As an organization, we urge you all to support the proposed
Clallam County. The Armed Forces are strengthened by their
military service, problem solving, teamwork and decision-making
in stressful situations. Veterans are the backbone of the American workforce. Since September
11, 2001, no one has worn the uniform. When our Veterans protect our
freedom at home and abroad, they protect us both inside and out. Veterans are more
likely to suffer from post-traumatic stress disorder, mental health issues and to engage in substance
abuse. Over 17 Veterans a day commit suicide within our country. This is completely unacceptable for
someone who has signed their name on the dotted line to defend our great nation.

Many Veterans who commit a criminal offense, often minor or non-violent, can be attributed in part to a
service or combat related injury, mental health problem or substance abuse. Over half of Veterans involved
with the criminal justice system have substance abuse problems. Sadly, in many cases, Veterans are not
properly identified, and they become lost in the criminal justice system without the necessary help, medical
treatment, and therapy they are entitled to or deserve. This encourages a cycle of recidivism, hopelessness,
non-recovery, and sometimes, serious injury or death. Due to this, over 400 Veteran Courts have emerged
throughout our country as a vital tool to break this cycle. Veteran participants are significantly less likely to
experience a new incarceration and are more likely to be in their own housing and receiving necessary VA
benefits and services due to the Veteran Court support. It is through a sense of accountability, support,
camaraderie, and the familiarity of Veteran support partners in the Veteran court system that aids these
Veterans with their success.

With over 11% of our Clallam County population comprised of Veterans, we know the importance of Veteran related services within the Olympic Peninsula. We would appreciate your support of a Clallam County Veterans Court in aiding our local Veterans to find center once again.

Best regards,

A handwritten signature in black ink, appearing to read "Cheri Tinker", with a long horizontal flourish extending to the right.

Cheri A. Tinker, MSW
Executive Director

April 18, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

Dear Commissioners:

I would like to state first that we do a lot for Veterans in this County, especially with our remote location. However, as we know there is always room to do more for the ones who fought for our nation. At the Northwest Veterans Resource Center, we see over 2,000 veterans a year and are on track to see more. With this firsthand experience with our local veterans, I would have to say legal issues are the most difficult for them. There are options for free civil legal advice but that is not veteran specific and very busy. Criminal charges can multiply a veteran's stress and anxiety to a point of no return. We have unfortunately seen this and as a community have experienced this.

Our office is connected to Clallam County Jail through email, we get on average five emails a month from possible incarcerated veterans. As it stands now, we do not have the resources to properly identify and communicate with them. Veterans Court can bridge that gap between local services and incarcerated Veterans to get them the help they need.

I was invited to sit on the mental health staff for the last six weeks. I have seen the process and the caring nature of our County. Expanding on that to specifically help veterans could but then on a path of success like no other. When they are at the lowest is when they need to most help, those hardest to reach need to be reached most.

Sincerely,

A handwritten signature in black ink, appearing to read "Levi Douglas", written in a cursive style.

Levi Douglas
Clallam County Program Coordinator

April 18, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

Dear Commissioners:

As a veteran and former judicial officer, I urge the creation and funding of the Clallam County Veterans Court being proposed by Judge Dave Neupert. Most Americans who serve in the Armed Forces are strengthened by their military service. Skills like attention to detail, self-discipline, problem solving, teamwork and decision-making in stressful situations are valuable tools that help veterans excel in the American workforce. Since September 11, 2001, nearly 4 million Americans have voluntarily served in uniform. When our Veterans protect our freedom at home or abroad, many have experiences that scar them both inside and out. Veterans are more likely to suffer from post-traumatic stress disorder and mental health issues and to engage in substance abuse. Over 17 Veterans a day commit suicide within our country. Our Veterans deserve better.

Many Veterans who commit a criminal offense, often minor or non-violent, can be attributed in part to a service or combat related injury, mental health problem or substance abuse. Over half of Veterans involved with the criminal justice system have substance abuse problems. Sadly, in many cases, Veterans are not properly identified, and they become lost in the criminal justice system without the necessary help, medical treatment, and therapy they are entitled to or deserve. This encourages a cycle of recidivism, hopelessness, non-recovery, and sometimes, serious injury or death. Due to this, over 400 Veteran Courts have emerged throughout our country as a vital tool to break this cycle. Veteran participants are significantly less likely to experience a new incarceration and are more likely to be in their own housing and receiving necessary VA benefits and services due to the Veteran Court support. It is through a sense of accountability, support, camaraderie, and the familiarity of Veteran support partners in the Veteran court system that aids these Veterans with their success.

Veterans represent a very small percentage of the American population – about 11% in Clallam County, 7% nationally. However, as a percentage of the individuals identified as criminal defendants, the Clallam County number can be doubled or tripled. Having spent close to 12 years on the District and Superior Court benches, I got to observe first-hand some of the souls broken during military service.

I urge you to review Judge Neupert's proposal positively and act with the utmost dispatch to get our Veterans the treatment that they need rather than have the justice system further complicate their lives with criminal records.

Sincerely,


Christopher Melly
Judge (ret.)

**CLALLAM COUNTY PROSECUTING ATTORNEY/
EX-OFFICIO CORONER**

MARK B. NICHOLS

223 EAST 4TH STREET, SUITE 11
PORT ANGELES, WA 98362
PHONE: 360-417-2301 FAX: 360-417-2469
TOLL FREE FROM FORKS: 360-374-5324

April 19, 2024

To: Clallam County Board of County Commissioners
Clallam County Courthouse
223 East 4th Street, Room 160
Port Angeles, WA 98362

Re: Letter of Support for Clallam County Veterans Court

Commissioners:

I write to express my enthusiastic support for the establishment of a veterans court in Clallam County. As a longstanding member of the local criminal justice system, I have had the opportunity to observe firsthand the operation and effectiveness of therapeutic courts in Clallam County. These courts provide opportunities for participants to engage in closely monitored programs designed to address the reasons for their involvement in the criminal justice system. Given that Clallam County has a disproportionately high concentration of veterans it only makes sense, given their sacrifice, that we support them by offering a court designed to cater to their unique challenges and needs.

Research has shown that when veterans return from combat, some turn to drugs and/or alcohol to cope with their experiences on the battlefield. Sadly, too many veterans end up in the criminal justice system as a result of their service. A veterans court will give our veterans the opportunity to live a sober and stable life while restoring their military honor and their commitment to family and community.

The Clallam County Board of County Commissioners has a long tradition of honoring and serving military personnel and veterans. I respectfully request that you continue this tradition by supporting those who have defended us through the establishment of a veterans court.

Sincerely,



Mark Nichols
Prosecuting Attorney/*Ex-Officio* Coroner

cc: The Honorable David Neupert, Presiding Judge, Clallam County District Court I

LAKEWOOD MUNICIPAL COURT

ALSO SERVING STEILACOOM & DUPONT

April 18, 2024

Dear Clallam County Board of Commissioners:

My name is Judge Lisa Mansfield and I preside over Lakewood Municipal Court which serves the cities of Lakewood, Steilacoom and DuPont, Washington. In addition to our traditional court functions, Lakewood Municipal Court hosts both a Veterans Treatment Court and a Community Court. Recently, Judge David Neupert informed me that his court was looking to start a Veterans Court. Last week he and his Court Administrator visited during our Veterans Court Calendar to observe the Therapeutic Court model in action. They saw first-hand the team-centered approach that we use with the Veterans which supports them in accessing the treatment and tools they need to live healthy and productive lives.

Our Veterans Treatment Court has been operational since 2016, and of all the graduates of our program, **not one has re-entered the criminal justice system. Zero recidivism means that the graduates of Vet Court are law abiding and it also means that our larger community benefits greatly.** In the words of a current participant: "I'd like to thank Veterans Treatment Court for seeing the good in me, without this opportunity, I'm not sure where I'd be... I'm continuing to make good changes in my life which involves constantly evaluating my actions and behaviors and looking for ways to improve." I'm pleased to say that this positive attitude is shared by nearly all the participants in our Vet Court.

I serve on the District and Municipal Court Judges Association Therapeutic Court Committee, and I am very supportive of the work Judge Neupert is planning for Clallam County. We have seen that when individuals are supported with the proper resources and focused attention that Therapeutic Courts provide, the beneficial outcomes are widespread. Our court is happy to serve in a mentorship capacity with Judge Neupert and we look forward to hearing about the successes to come in his Therapeutic Court and in Clallam County! I am happy to answer any question you may have about Therapeutic Court and I would like to express my whole-hearted support for Judge Neupert and his efforts in this arena.

Sincerely,

Judge Lisa Mansfield

Lisa Mansfield
Lisa H. Mansfield

Municipal Court Judge

Lakewood · Steilacoom · DuPont

Veterans Treatment Court

6000 Main ST SW· Lakewood, WA 98499

Tel (253) 512-2258 · Fax (253) 512-2267



LISA H. MANSFIELD
MUNICIPAL COURT
JUDGE

DEANA L. WRIGHT
MUNICIPAL COURT
ADMINISTRATOR



April 18, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

Dear Commissioners:

I urge you all to support the proposed Clallam County Veterans Court. I am a veteran, and perhaps more to the point was a Clallam County drug court Judge for 18 years. I still remain on the State Association supporting all therapeutic courts. Those courts are proven methods to benefit both participants and their communities.

Most Americans who serve in the Armed Forces are strengthened by their military service. Skills like attention to detail, self-discipline, problem solving, teamwork and decision-making in stressful situations are valuable tools that help veterans excel in the American workforce. Since September 11, 2001, nearly 4 million Americans have voluntarily served in uniform. When our Veterans protect our freedom at home or abroad, many have experiences that scar them both inside and out. Veterans are more likely to suffer from post-traumatic stress disorder and mental health issues and to engage in substance abuse. Over 17 Veterans a day commit suicide within our country. This is completely unacceptable but can be addressed with help.

Many Veterans who commit a criminal offense, often minor or non-violent, can be attributed in part to a service or combat related injury, mental health problem or substance abuse. Over half of Veterans involved with the criminal justice system have substance abuse problems. Sadly, in many cases, Veterans are not properly identified, and they become lost in the criminal justice system without the necessary help, medical treatment, and therapy they are entitled to or deserve. This encourages a cycle of recidivism, hopelessness, non-recovery, and sometimes, serious injury or death. Due to this, over 400 Veteran Courts have emerged throughout our country as a vital tool to break this cycle. Veteran participants are significantly less likely to experience a new incarceration and are more likely to be in their own housing and receiving necessary VA benefits and services due to the Veteran Court support. It is through a sense of accountability, support, camaraderie, and the familiarity of Veteran support partners in the Veteran court system that aids these Veterans with their success.

With over 11% of our Clallam County population comprised of Veterans, we know the importance of Veteran related services within the Olympic Peninsula. We would appreciate your support of a Clallam County Veterans Court in aiding our local Veterans to find center once again.

Sincerely,

A handwritten signature in black ink that reads "Ken Williams". The signature is fluid and cursive, with a large initial "K" and "W".

Ken Williams
Vietnam veteran, 1969- 1970
Clallam County Superior Court Judge, 1993 - 2012

The State of Washington



Proclamation

WHEREAS, amidst a rising fentanyl epidemic, increasing fatal overdose rates, and an ongoing mental health crisis, drug courts and other therapeutic courts are an important part of an effective statewide continuum of care for individuals with behavioral health disorders; and

WHEREAS, Washington state is a national leader in creating meaningful pathways out of the legal system and towards recovery and family reunification, having supported some of the earliest therapeutic courts in the country, and these innovative courts are now operating in nearly every county and level of court statewide; and

WHEREAS, therapeutic courts work, with annual Department of Social and Health Services' analyses showing that Washington's adult drug courts can reduce recidivism and increase employment among program participants; and

WHEREAS, therapeutic courts have an upstream impact, helping to interrupt what is often a generational cycle of substance use and legal involvement and prevent adverse childhood experiences associated with parental substance use, incarceration, and foster care; and

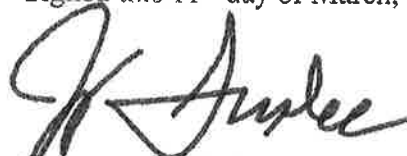
WHEREAS, therapeutic courts prove that compassionate public policy can result in cost savings and significantly improved personal health status, with studies by the Washington Department of Social and Health Services, Washington Institute for Public Policy, and the University of Washington showing a return on investment related to therapeutic courts in Washington state;

NOW, THEREFORE, I, Jay Inslee, governor of the state of Washington, do hereby proclaim May 2024 as

Therapeutic Court Month

in Washington, and I urge all people in our state to join me in this special observance.

Signed this 11th day of March, 2024


Governor Jay Inslee





April 19, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

Dear Commissioners:

Voices for Veterans serves Veterans and Veteran Families in need in Clallam and Jefferson Counties. Our primary focus is conducting three Veteran Stand Downs each year – Forks in May, Port Townsend in July, and Port Angeles in October. With over 11% of our Clallam County population identifying as Veterans, we know the importance of providing Veteran-specific services.

The often minor or non-violent criminal offenses committed by Veterans can often be attributed in part to a service or combat-related injury, substance abuse, or mental health problems or a combination of these issues. If these Veterans are not properly identified when they enter the criminal justice system, many supportive services that they have earned by signing their name on the dotted line, might not be offered to them.

Veteran Courts have emerged as a therapeutic space to provide support and referrals to medical, mental health, and/or substance use treatment as well as assisting them to access housing, legal, financial, and employment services to which they are entitled. Early interventions can support justice-involved Veterans to break the cycle of recidivism that can result in repeat incarcerations, family estrangement, or even suicide.

Clallam County has a strong network of service providers and organizations providing support to Veterans. Voices for Veterans endorses the establishment of a Clallam County Veterans Court and urges you support it as well.

Sincerely,

Jennifer Pelikan, President
Voices for Veterans

Assisting Homeless Veterans, Veterans in Need and their Families
P O Box 2810
Port Angeles, WA 98362



PORT ANGELES OFFICE • 118 E. 8th Street

Port Angeles, WA 98362

YOUTH SERVICES CENTER • 112 A E. 8th Street

Port Angeles, WA 98362

SEQUIM OFFICE • 500 W. Fir Street

Sequim, WA 98382

Phone: 360-457-0431 • Fax: 360-457-0493

www.peninsulabehavioral.org

April 1, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

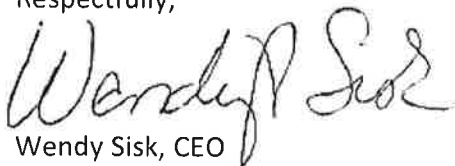
Dear Commissioners:

Judge Neupert has been a staunch advocate for both Veterans and for Therapeutic Courts over the past several years. While conceptualizing and developing the infrastructure for our current Mental Health Court, the implementation team also discussed the need for a Veterans' Court in the future. We explored the availability of resources at that time and determined it was imperative to implement the Mental Health Court successfully before turning our eye to the needs of the Veterans in our community. Clallam County has seen significant success with our system of therapeutic courts (Drug Court, LIFT Court, and Mental Health Court). I anticipate a Veteran's Court will be similarly successful in transforming the lives of these community members.

At 11% of the population, Clallam County has a higher density of Veterans than our State (8%) and our Nation (6%). We know that Veterans are disproportionately impacted by Traumatic Brain Injury, Depression, Suicidal Ideation, and substance use, often tied to Post Traumatic Stress Disorder. Veterans' courts across the nation have proven to be effective in reducing recidivism and increasing reconnection in the community.

Thank you for supporting our Court's efforts to improve outcomes for our Veterans.

Respectfully,



Wendy Sisk, CEO



Peninsula Housing Authority
Serving Clallam and Jefferson Counties
2603 S. Francis Street, Port Angeles WA 98362
(360) 452-7631 • (360) 457-7001 Fax
Email: smartinez@peninsulapha.org

April 16, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

Dear Commissioners:

As an organization who serves the Veterans of Clallam County, we urge you all to support the proposed Clallam County Veterans Court.

The Peninsula Housing Authority administers the Veterans Affairs Supportive Housing (VASH) program in Clallam County and has firsthand experience with Veterans in our community. Approximately 4 million individuals have voluntarily served in the Armed Forces since September 11, 2001. Most who serve are strengthened by their military service gaining valuable skills like attention to detail, self-discipline, problem solving, teamwork and decision-making in stressful situations are valuable tools that help veterans excel in the American workforce. As a result of protecting our freedom at home or abroad, many have experiences that affect them both inside and out. Veterans are more likely to suffer from post-traumatic stress disorder and mental health issues which can lead to substance abuse. According to a report published by Veterans Affairs, the average number of Veteran suicides per day is around 16. We cannot simply stand-by and ignore this when these individuals defend our great nation.

Many Veterans who commit a criminal offense, often minor or non-violent, can be attributed in part to a service or combat related injury, mental health problem or substance abuse. Over half of Veterans involved with the criminal justice system have substance abuse problems. Sadly, in many cases, Veterans are not properly identified, and they become lost in the criminal justice system without the necessary help, medical treatment, and therapy they are entitled to or deserve. This encourages a cycle of recidivism, hopelessness, non-recovery, and sometimes, serious injury or death. Due to this, over 400 Veteran Courts have emerged throughout our

country as a critical tool to break this cycle. Veteran participants are significantly less likely to experience a new incarceration and are more likely to be in their own housing and receiving necessary VA benefits and services due to the support through Veteran Court. It is through a sense of accountability, support, camaraderie, and the familiarity of Veteran support partners in the Veteran court system that aids these Veterans with their success.

With over 11% of our Clallam County population comprised of Veterans, we know the importance of Veteran related services within the Olympic Peninsula. The Peninsula Housing Authority enthusiastically supports a Clallam County Veterans Court and urges you, Commissioners, to make it happen.

Sincerely,



Sarah T. Martinez
Executive Director
Peninsula Housing Authority



**Olympic Peninsula Chapter
Military Officers Association of America
PO Box 1643
Sequim, WA 98382-1643**



16 April 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

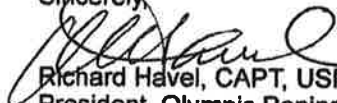
Dear Commissioners:

As an organization who serves the Veterans of Clallam County, we urge you all to support the proposed Clallam County Veterans Court. Most Americans who serve in the Armed Forces are strengthened by their military service. Skills like attention to detail, self-discipline, problem solving, teamwork and decision-making in stressful situations are valuable tools that help veterans excel in the American workforce. Since September 11, 2001, nearly 4 million Americans have voluntarily served in uniform. When our Veterans protect our freedom at home or abroad, many have experiences that scar them both inside and out. Veterans are more likely to suffer from post-traumatic stress disorder and mental health issues and to engage in substance abuse. Over 17 Veterans a day commit suicide within our country. This is completely unacceptable for those who have signed their names on the dotted line to defend our great nation.

Many criminal offenses, often minor or non-violent, committed by Veterans can be attributed in part to a service or combat related injury, mental health problem or substance abuse. Over half of Veterans involved with the criminal justice system have substance abuse problems. Sadly, in many cases, Veterans are not properly identified, and they become lost in the criminal justice system without the necessary help, medical treatment, and therapy they are entitled to or deserve. This encourages a cycle of recidivism, hopelessness, non-recovery, and sometimes, serious injury or death. Due to this, over 400 Veteran Courts have emerged throughout our country as a vital tool to break this cycle. Veteran participants are significantly less likely to experience a new incarceration and are more likely to be in their own housing and receiving necessary VA benefits and services because of the Veteran Court support. It is through a sense of accountability, support, camaraderie, and the familiarity of Veteran support partners in the Veteran court system that aids these Veterans with their success.

With over 11% of our Clallam County population composed of Veterans, we know the importance of Veteran related services within the Olympic Peninsula. We would appreciate your support of a Clallam County Veterans Court in aiding our local Veterans to find center once again.

Sincerely,


Richard Havel, CAPT, USN (Ret)
President, Olympic Peninsula Chapter MOAA

April 16, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362

RE: Proposed Clallam County Veterans Court

Dear Commissioners:

As a person who serves and advocates for the Veterans of Clallam County, I urge you all to support the proposed Clallam County Veterans Court. Most Americans who serve in the Armed Forces are strengthened by their military service. Skills like attention to detail, self-discipline, problem solving, teamwork and decision-making in stressful situations are valuable tools that help veterans excel in the American workforce. Since September 11, 2001, nearly 4 million Americans have voluntarily served in uniform. When our Veterans protect our freedom at home or abroad, many have experiences that scar them both inside and out. Veterans are more likely to suffer from post-traumatic stress disorder and mental health issues and to engage in substance abuse. Over 17 Veterans a day commit suicide within our country. This is completely unacceptable for someone who has signed their name on the dotted line to defend our great nation.

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With over 11% of our Clallam County population composed of Veterans, we know the importance of Veteran related services within the Olympic Peninsula. We would appreciate your support of a Clallam County Veterans Court in aiding our local Veterans to find their center once again.

Sincerely,



Lorri P. Gilchrist
CDR, USN, Retired
538 N 7th Ave
Sequim WA
cdrgilchrist@gmail.com

President, Board of Directors for Sarge's Veteran Support
Member American Legion Post 62
Secretary, Olympic Peninsula Chapter MOAA
Member MT Olympus Chapter Marine Corps League
Member Michael Trebert Chapter Daughters of the American Revolution

April 15, 2024

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
Clallam County
223 East 4th Street
Port Angeles, WA 98362
RE: Proposed Clallam County Veterans Court

Dear Commissioners:

Serving Veterans of Clallam County, I would love to see the proposed Clallam County Veterans Court be officially established. County Veteran Coordinator, Levi Douglas and I have been sitting on the panel for Mental Health Court the last few weeks with the intention of being Veteran support and offering input on a stand-alone Veterans Court, and specific aspects of working with veterans. The experience on our side in the office has shown the veteran-to-veteran assistance to be effective and well received.

The struggles people go through are in general human struggles, however the way we process them is largely dictated by our experiences; Veterans have a certain set of skills and training that, while they also are prone to mental health issues, the manner in which they internalize them is going to be different than non-Veterans. I believe asking Mr. Levi Douglas to join the panel has already proven helpful in working with the veterans in mental health court.

Part of the struggle is that transition from military life to home life which is not just about getting the body home but the mental and emotional aspect, and I think this is a great step in helping bring our veterans home. Our county has been veteran friendly, with one of the higher per-capita veteran rates in the nation, Clallam County has a great opportunity to Serve those who Served.

Sincerely,

Holly Rowan
USMC Veteran
CCVA President
Northwest Veterans Resource Center
216 South Francis St
Port Angeles WA 98362

SFY2025 Application & Renewal Form

Please submit to CLJTherapeuticCourtsApplications@courts.wa.gov

SECTION 1 – CONTACT INFORMATION

Please enter contact information for person(s) completing this application or renewal

1. Court Name: Clallam County District Court I
2. Court Mailing Address: 223 East 4th Street Port Angeles, WA 98362
3. Applicant Name: Marrissa Williams (Court Administrator)
4. Applicant Email: Marrissa.williams@clallamcountywa.gov
5. Applicant Phone: 360-417-2453

Please enter contact information for signing agent(s) or person(s) who can authorize acceptance of funds, if approved

6. Signatory Name: David Neupert (Presiding Judge)
7. Signatory Email: David.neupert@clallamcountywa.gov
8. Signatory Phone: 360-417-2453

SECTION 2 – PROGRAMMATIC DETAILS

1. Please select the category that best represents your request. Please select only one for each application

☐ New Therapeutic Court

- Program Type (e.g. Community Court, Veteran's Court, Mental Health/Behavioral Health Court, SUD/Drug Court etc.):

X Existing Therapeutic Court, adding a new court/program type

- New Program Type: Veterans Court

☐ Existing Therapeutic Court, but not currently funded through the AOC CLJ Therapeutic Court Program

☐ Existing Therapeutic Court, exists under the CLJ Therapeutic Court Funding administered by the AOC and are renewing funding agreement

- **STOP HERE and COMPLETE SECTION 4 ONLY**

2. Please briefly describe the following:

- a) The number of participants you currently serve or plan to serve in a contract year (July – June)

5-10 participants by June of 2025 with the anticipated start date of the program of January 2025.

- b) Referral process (how do/will participants enter the program)

We anticipate referrals from the prosecuting authority, public defender, private counsel, law enforcement, treatment providers, and Dept. of Veterans Affairs to screen potential participants.

- c) Entry Criteria (allowable legal charges, must have a diagnosis, etc.)

Participants will have served in the United States armed forces or National Guard. We will focus on active duty or honorably discharged personnel, with capacity to accept applicants with less than honorable discharge on a case by case basis.

-Reside in Clallam County, WA

-Confirmed Military service-related diagnosis

-Gross Misdemeanor and misdemeanor charged in Clallam County

-Tribal citizens with charges pending in tribal court may also be eligible to participate. This may occur by interlocal/interagency agreement.

- d) Risk-Needs Assessment Tools – if no tools are being used, please describe which one you may utilize (see [resources pgs. 9-10](#))

All Rise best practices, and in consultation with similar courts such as Lakewood Municipal Court and through the Therapeutic Courts Committee of the District and Municipal Court Judges' Association.

- e) Please describe any formal agreements your court has with behavioral health agencies that provide evidence-based treatment and intervention (e.g. Moral Reconciliation Therapy (MRT), Acceptance and Commitment Therapy, etc. See [resources pgs. 9-10](#)) *Please note: if chosen for funding, evidence-based and/or best practice standards will be required.*

When chosen for funding, we will coordinate this effort with Peninsula Behavioral Health; we also plan to establish MRT within our probation department.

- f) Substance use testing process

UA specimens are collected through our probation department. The specimens are analyzed with a 15-panel rapid test. A rapid test positive

**for screened substances is next sent to the testing lab for confirmation.
We currently use Nepenthe Labs.**

SECTION 3 – ADMINISTRATIVE DETAILS

This section is to inform the AOC of the possible technical assistance or training opportunities we can provide. A “no” answer will not jeopardize a funding decision.

Please answer the following questions **using 350 words or fewer**.

1. Does your program track data? If yes, how is it tracked? What data do you track?

As a requirement of this funding source, courts must complete the Washington Therapeutic Court Evaluation and Review (WATER) tool. *Support from the AOC will be provided.*

Our Veterans Court program will track data using the WATER tool.

2. Has your program built and implemented a policies and procedures manual? If so, please include it with your application. If not, when do you anticipate completion? *The AOC can support you in the completion of this requirement.*

When chosen for funding we will work over the following 6 months to design and build out our Veterans Court program. We will establish a working group with the prosecutor, public defender, VA, and Veteran resource representatives, with technical assistance from AOC.

3. Equity and inclusion means ensuring equitable access, services, and outcomes for all sociodemographic and sociocultural groups. Does your program have a diversity, equity, and inclusion plan? If so, please include it with your application. If not, describe your intention to create a plan and please include a timeline. *The AOC will require that courts receiving funding under this program develop an equity and inclusion plan tailored to their therapeutic court program.*

We will develop and equity and inclusion program tailored for this program.

This is a critical consideration as we look to coordinate our Veterans Court program with the tribal court(s) willing to participate. We also need to consider the circumstances of veterans who experienced military sexual trauma.

4. Please list community partners (e.g. behavioral health agencies, law enforcement, social services agencies, etc.) your court collaborates with or plans to collaborate with to address the needs of your target population. Please include copies, if available, of the Memorandums of Understanding (MOUs) or letter of support.

-We will collaborate with Clallam County Prosecuting Attorney, Clallam Public Defender, our local Veterans Justice Outreach officer, the VA, Northwest Veterans Resource Center, Sarge's Veteran Support, and Peninsula Behavioral Health. Enclosed are their letters of support for our funding request as well as from from Voices for Veterans, Ret. Judge Christopher Melly, Ret. Judge Ken Williams, Judge Lisa Mansfield, Peninsula Housing Authority, MOAA- Olympic Chapter, Lorri Gilchrist, and Holly Rowan.

5. What sources of funding currently contribute to the operations of your therapeutic court?

-None at this time, Our Veterans Court has not started yet.

6. Have you submitted application for other funding? If yes, please state the funding source, the dollar amounts awarded or sought, the operations supported, and when/if the funding begins.

☒ No

☐ Yes, already awarded funds

☐ Yes, we have an application under consideration

SECTION 4 – EXISTING THERAPEUTIC COURTS

Please provide your budget with justification below or attach to this application.

Answer the following question **using 600 words or fewer.**

1. What steps have to taken to improve your best practices during the SFY2024 contract?

Health Care for Re-Entry Veterans Program

Most Veterans who are in jail or prison will eventually reenter the community. VA's Health Care for Re-Entry Veterans Program is designed to promote success and prevent homelessness among Veterans returning home after incarceration.

HealthCare for Re-entry Veterans Social Workers assist Veterans, pre-release, with:

- DOC Veteran specific release planning
- WDVA Incarcerated Veterans Reentry Services
- Applying for VA eligibility and enrollment.
- Assessing needs and linking to VA and community resources, specific to the area of release.
- VA Residential Rehabilitation Treatment Program information.
- VA and community shelter and housing program resources.
- VA service-connected disability and non-service-connected pension benefit filing and reinstatement information.
- VA Regional Office, Washington State Department of Veterans Affairs, county Veteran services, Veteran Service Organizations and VBA access.
- Employment resources, both VA and community based.

Health Care for Re-entry Program
Anthony Sparber
253-348-1475

Veterans Justice Outreach Program

Since the program was founded in 2009, the Veterans Justice Outreach Program is designed to collaborate with local justice system partners to identify Veterans that enter the criminal justice system and need treatment services as an alternative to incarceration. The program has four areas of focus:

- **Outreach** to Veterans in courts and jails
- **Education** for jails, law enforcement, attorneys, and courts.
- **Case Management** support to Veterans
- **Treatment Courts** engagement in Veterans Treatment Courts and other specialty courts.

Veteran Justice Outreach social workers assist Veterans with:

- Applying for VA eligibility and enrollment.
- Assessing needs and linking to VA and community resources.
- With consent, communication of treatment information to monitoring agency
- Consultation with VA providers
- Coordination with jail staff
- Engaging with Veterans Treatment Courts and other treatment courts

Veterans Justice Program
Veterans Justice Outreach Program
206-764-5149
PUGJusticeOutreach@va.gov

Community Resource & Referral Center
305 S. Lucile St.
Seattle, WA 98108
206-764-5149

VETERANS JUSTICE PROGRAM



VA PUGET SOUND

**Seattle Division
Seattle, Washington**

**American Lake Division
Tacoma, Washington**

VA



U.S. Department of Veterans Affairs
Veterans Health Administration
VA Puget Sound Health Care System

Veterans Justice Program

The mission of the Veterans Justice Programs is to identify justice-involved Veterans and contact them through outreach, to facilitate access to VA services at the earliest possible point. Veterans Justice Programs accomplish this by building and maintaining partnerships between VA and key elements of the criminal justice system.

The Veterans Justice Program team helps ensure access to exceptional care, tailored to individual needs of each Veteran, by linking them to VA and community services to help address homelessness, improve social and clinical outcomes, facilitate recovery, and prevent subsequent contact with the criminal justice system.

Veterans Justice Program staff help eligible Veterans better connect to VA health care services and programs in many ways, such as:

Homeless Programs:

- **Community Resource & Referral Center:** Provides Veterans who are homeless or at-risk of homelessness with one-stop access to community-based, multi-agency services to promote permanent housing, health and mental health care, career development and access to VA and non-VA benefits.
- **Health Care for Homeless Veterans:** Outreach social workers provide case management services to Veterans experiencing homelessness with a focus on linkage to housing and shelter.
- **Contracted Residential Services:** Contracted transitional housing for up to 90 days.
- **Grant-Per-Diem:** Veteran transitional housing and case management for up to two years.
- **Homeless Veteran Community Employment Services:** Community employment coordinators who specialize

in working with Veterans experiencing homelessness.

- **HUD-VASH:** Collaborative program pairing HUD's Housing Choice Voucher rental assistance with VA case management and supportive services for homeless Veterans.

Primary & Specialty Care:

- **Homeless Patient Aligned Care Team:** VA's specialty interdisciplinary primary care providers tailored to homeless Veteran needs.
- **VA Puget Sound's Seattle Campus:** Includes emergency care, inpatient services, primary care, specialty care and more.
- **VA Puget Sound's American Lake** offers primary and specialty care (no urgent, emergency, or inpatient services).
- **VA Puget Sound's Community Outpatient Clinics** offer primary care and some specialty care: Edmonds, Everett, Mount Vernon, Olympia, Port Angeles, Puyallup, and Silverdale.

Residential Domiciliary Care:

- Substance Treatment and Recovery
- Homeless Engagement and Recovery Opportunity
- Veterans' Intensive PTSD
- Functional Restoration Pain Program

Outpatient Addiction and Mental Health Services, including:

- Addiction Treatment Center
- PTSD Outpatient Clinic
- Military Sexual Trauma
- Mental Health Clinic
- Anger Management
- Intimate Partner Violence

Specialized Health Care for Women Veterans

Vocational Rehabilitation and Employment

Veteran Justice Program staff also make referrals to resources available through VA's Community Care Network and across the broader community.



2a
MAY 07 2024

AGENDA ITEM SUMMARY

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

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date:** 4/29/24

REGULAR AGENDA ☒ **Meeting Date:** 5/7/24

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11068-24-01 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The Sheriff's Office has been a participant of the Operation Stonegarden grant program for many years, which is contracted through Washington State and coordinated by US Border Patrol. The purpose of the program is to enhance the security of our nation's international boundaries with funding for local law enforcement patrols and equipment. Our grant includes funding for Port Angeles Police Department, Sequim Police Department, our local division of Fish & Wildlife, as well as the Sheriff's Office.

Budgetary impact: This grant program provides funding on a reimbursement basis with no local match required. Funding will be added via a budget supplemental.

Recommended action: Board approval of this contract

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: Beth Waknitz

Relevant Departments: Sheriff's Office

Date submitted: 4/15/23

* 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 Military Department
HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET

1. Subrecipient Name and Address: Clallam, County of Sheriff's Office 223 E 4th Street, suite 12 Port Angeles, WA 98362-3000		2. Grant Agreement Amount: \$150,000.00		3. Grant Agreement Number: E24-326	
4. Subrecipient Contact, phone/email: Elizabeth Waknitz, 360-417-2393 elizabeth.waknitz@clallamcountywa.gov		5. Grant Agreement Start Date: September 1, 2023		6. Grant Agreement End Date: July 31, 2026	
7. Department Contact, phone/email: Courtney Bemus, 253-512-7141 Courtney.bemus@mil.wa.gov		8. Unique Entity Identifier (UEI): JV6JJNELRBS5		9. UBI # (state revenue): 054-004-559	
10. Funding Authority: Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)					
11. Federal Funding Identification #: EMW-2023-SS-00063		12. Federal Award Date: 9/11/2023		13. Assistance Listings # & Title: 97.067 - 23HSGP (OPSG)	
14. Total Federal Award Amount: \$14,010,447		15. Program Index # & OBJ/SUB-OBJ: 733GA, 733GB, 733GF, 733GZ / NZ			16. EIN 91- 6001298
17. Service Districts: BY LEGISLATIVE DISTRICTS: 39, 40, 42 BY CONGRESSIONAL DISTRICTS: 2		18. Service Area by County(ies): Clallam		19. Women/Minority-Owned, State Certified: ☒ N/A ☐ NO ☐ YES, OMWBE # _____	
20. Agreement Classification ☐ Personal Services ☐ Client Services ☒ Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other _____			21. Contract Type (check all that apply): ☐ Contract ☒ Grant ☒ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency		
22. Subrecipient Selection Process: ☒ "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐ NO			23. Subrecipient Type (check all that apply): ☐ Private Organization/Individual ☐ For-Profit ☒ Public Organization/Jurisdiction ☐ Non-Profit ☐ CONTRACTOR ☒ SUBRECIPIENT ☐ OTHER		
24. PURPOSE & DESCRIPTION: The objective of the Federal Fiscal Year (FFY) 2023 Homeland Security Grant Program (23HSGP) is to fund state, local, tribal, and territorial efforts to prevent, protect against, and respond to terrorist attacks, and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 23HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a prepared and resilient nation. 23HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration. The Department is the Recipient and Pass-through Entity of the 23HSGP DHS Award Letter for Grant No. EMW-2023-SS-00063 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C); Work Plan (Attachments D-1, D-2, D-3); Budget (Attachment E); Timeline (Attachment F); Build America, Buy America Act Self-Certification (Attachment G) and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable federal and state statutes and regulations			4. Special Terms and Conditions		
2. DHS/FEMA Award and program documents			5. General Terms and Conditions, and,		
3. Work Plan, Timeline, and Budget			6. Other provisions of the Agreement incorporated by reference.		
WHEREAS, the parties have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington Military Department			Signature _____ Date _____ Mike French, Chair of the Board of County Commissioners Clallam County		
BOILERPLATE APPROVED TO FORM: Alex Straub 8/31/2023 Assistant Attorney General			APPROVED TO FORM (if applicable):  Signature _____ Date _____		

SPECIAL TERMS AND CONDITIONS**ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Elizabeth Waknitz	Name	Courtney Bemus
Title	Chief Civil Deputy	Title	Program Coordinator
Email	elizabeth.waknitz@clallamcountywa.gov	Email	courtney.bemus@mil.wa.gov
Phone	360-417-2393	Phone	253-512-7141
Name	Lorraine Shore	Name	Peggy Simmons
Title	Undersheriff	Title	Program Manager
Email	lorraine.shore@clallamcountywa.gov	Email	peggy.simmons@mil.wa.gov
Phone	360-417-2570	Phone	253-512-7114
Name	Judy Minnoch	Name	Grant Miller
Title	Accountant	Title	Program Assistant
Email	judy.minnoch@clallamcountywa.gov	Email	grant.miller@mil.wa.gov
Phone	360-417-2257	Phone	253-512-7061
Name		Name	Sierra Wardell
Title		Title	Financial Operations Section Manager
Email		Email	sierra.wardell@mil.wa.gov
Phone		Phone	253-512-7121

ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 23HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of *"The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2023 Homeland Security Grant Program"* (hereafter "the NOFO"), the *Fiscal Year 2023 Preparedness Grants Manual*, FEMA Manual (FM) 207-22-0001 Version 4, 2023 (hereafter "the Manual"), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 23HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 23HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.

- i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 23HSGP funds, including, but not limited to, those contained in 2 CFR 200.
- ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 23HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.
- iii. The Subrecipient shall be responsible to the Department for ensuring that all 23HSGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
 - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
 - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
 - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
 - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Timeline (Attachment F).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.

- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within the time period notated in the Timeline (Attachment F) except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. For SHSP and UASI Subrecipients, a written amendment will be required if the Subrecipient expects cumulative transfers among subproject totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. If a Subrecipient has only one subproject, cumulative transfers among solution areas within the subproject that exceed ten percent (10%) of the Grant Agreement Amount shall require an amendment to this Agreement.
- m. For OPSG Subrecipients, any deviations from the approved, direct budget categories will require additional federal approvals and a written amendment.
- n. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D-1, D-2, D-3) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report (in the format provided by the Department) describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

- d. To document compliance with the National Incident Management System (NIMS), the Subrecipient shall complete the annual NIMS survey conducted by Emergency Management Division staff.

4. EQUIPMENT AND SUPPLY MANAGEMENT

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
 - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
 - iii. Inventory system records shall include:
 - A. Description of the property;
 - B. Manufacturer's serial number, model number, or other identification number;
 - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11);
 - D. Assistance Listings Number (Face Sheet, Box 13);
 - E. Who holds the title;
 - F. Acquisition date;
 - G. Cost of the property and the percentage of federal participation in the cost;
 - H. Location, use and condition of the property at the date the information was reported;
 - I. Disposition data including the date of disposal and sale price of the property.
 - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
 - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
 - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
 - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
 - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:

- A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
- B. For Equipment:
 - 1) Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.
 - 2) Items with a current per-unit fair-market value in excess of five thousand dollars (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval **prior** to acquisition.
- d. Equipment purchases (those with a current per-unit fair market value in excess of \$5,000) must be identified and explained to the Department. Use, management, and disposition of such equipment is subject to requirements outlined in 2 CFR 200.313. Before making such purchases, the Subrecipient should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances.
- e. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory state and DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- f. If funding is allocated to support emergency communications activities, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, including provisions on technical standards that ensure and enhance interoperable communications.
- g. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018) and 2 CFR 200.216, 200.327, 200.471, and Appendix II to 2CFR200. Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and the NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- h. For OPSG Subrecipients, items budgeted as equipment in an approved Operations Order should be marked prominently with "Purchased with DHS funds for Operation Stonegarden Use" when practicable.
 - i. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

- d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval must be received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

6. PROCUREMENT

The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).

- a. For all contracts expected to exceed the simplified acquisition threshold, per 2CFR200.1, the Subrecipient must notify the Department. The Department may request pre-procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award.
- b. For all sole source contracts expected to exceed the micro-purchase threshold per 2 CFR 200.1, the Subrecipient must submit justification to the Department for review and approval. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications to any non-federal entity to which Subrecipient makes any award.
- c. The Subrecipient as well as its contractors and subcontractors must comply with the Build America, Buy America Act (BABAA), which was enacted as a part of the Infrastructure Investment and Jobs Act §§ 70901-70297, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. BABAA requires any infrastructure project receiving federal funding must ensure:
 - i. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from initial melting stage through the application of coatings, occurred in the United States.
 - ii. All manufactured products must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55% of the total cost of all minimum amount of domestic content of manufactured product, unless subject to another standard.
 - iii. All construction materials are manufactured in the United States. This means that all manufacturing processes for construction material occurred in the United States.

Additionally, applicable infrastructure projects are subject to domestic preference requirements. A domestic preference does not apply to non-infrastructure spending under an award that also includes a covered project. A domestic preference applies to an entire infrastructure project, even if it is funded by both federal and non-federal funds under one or more awards.

- i. Domestic preferences under BABAA only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.
- ii. Infrastructure, for the purposes of BABAA, includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways and bridges; public transportation; dams, ports, harbors and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband

infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

- iii. The Subrecipient's contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file a required certification to the Subrecipient with each bid or offer for an infrastructure project unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors must certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the Subrecipient who will forward them to the Department who, in turn, will forward the disclosures to FEMA. The Build America, Buy America Act Self-Certification form is included herein as Attachment G.

If the Subrecipient is interested in applying for a waiver, the Subrecipient should contact the Department Key Personnel to determine the requirements. All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.

7. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that subrecipients receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. Reporting requirements are referenced in section 3.c.
- c. Monitoring activities may include, but are not limited to:
 - i. Review of financial and performance reports;
 - ii. Monitoring and documenting the completion of Agreement deliverables;
 - iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;
 - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;
 - v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and
 - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal

financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

9. NIMS COMPLIANCE

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive federal preparedness funding from the Department, the Subrecipient must ensure and maintain adoption and implementation of NIMS. See Agreement Attachment A, Article II section 3.d. for associated reporting requirements. The list of objectives used for progress and achievement reporting can be found at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

B. HSGP SPECIFIC REQUIREMENTS

1. The Subrecipient must use HSGP funds only to perform tasks as described in the Work Plan (Attachments D-1, D-2, D-3), as approved by the Department, and in compliance with this Agreement.
 - a. SHSP-funded projects must assist state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
 - b. UASI-funded projects must assist high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
 - c. OPSG-funded projects must support enhanced cooperation and coordination among Customs and Border Protection, United States Border Patrol, and federal, state, local, tribal, and territorial law enforcement agencies to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. State, local, tribal, and territorial law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.
 - d. State agencies, including law enforcement, must comply with RCW 43.17.425 and may not use agency funds (including this grant), facilities, property, equipment, or personnel, to investigate, enforce, cooperate with, or assist in the investigation or enforcement of any federal registration

or surveillance programs or any other laws, rules, or policies that target Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin, except as provided in RCW 43.17.425 (3).

2. The Budget (Attachment E) may include the following caps and thresholds:
 - a. If funds are allotted for Management and Administration (M&A), such expenditures must be related to administration of the grant. The maximum percentage of the Grant Agreement Amount that may be used for M&A costs when allocated under this Agreement shall not exceed five percent (5%) but may be less.
 - b. At least thirty percent (35%) of the combined HSGP award allocated under SHSP and UASI must be dedicated to law enforcement terrorism prevention activities (LETPA). To meet this requirement, the Subrecipient has agreed, at a minimum, to meet the LETPA percentage indicated in the Budget. **If the Subrecipient anticipates spending less than the indicated amount, a budget amendment is required.**
 - c. The maximum percentage of the Grant Agreement Amount that may be used for personnel expenses under this Agreement is identified in the Budget. If the Subrecipient anticipates spending more on personnel costs, **an amendment is required.** Additional approval steps may also be required before the personnel percentage can be increased.
3. If funding is allocated to a Fusion Center investment, the Subrecipient must ensure all Fusion Center analytical personnel demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. All training to ensure baseline proficiency in intelligence analysis and production must be completed within six (6) months of hiring unless the analyst has previously served as an intelligence analyst for a minimum of two (2) years. Proof of satisfaction of this requirement must be accessible to the Department Key Personnel as applicable.
4. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf, the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
5. For SHSP and UASI, Subrecipients are required to complete the annual Nationwide Cybersecurity Review (NCSR) <https://www.cisecurity.org/ms-isac/services/ncsr> to benchmark and measure progress of improvement in their cybersecurity posture.
6. Except for an elevated National Terrorism Advisory System alert, **prior** written approval is required before SHSP and UASI funds may be used for operational overtime. Requests must be submitted to the Department Key Personnel in advance of the expenditure to ensure all additional approval steps can be met.
7. SHSP Subrecipients shall participate in the State's annual Stakeholder Preparedness Review (SPR), the State's Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
8. UASI Subrecipients shall participate in the annual UASI SPR and THIRA process.
9. Subrecipients should document their preparedness priorities, informed by various factors, including jurisdiction specific threats and hazards (i.e., the THIRA); areas for improvement identified by real-world events and exercises; external requirements such as state or national preparedness reports, homeland security policy, and industry reports; and accreditation standards, regulations, or legislative requirements, and use them to deploy a schedule of preparedness events in a multi-year Integrated

Preparedness Plan (IPP). Subrecipients are encouraged to participate in the State's annual Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional IPPW. Information related to IPPs and Integrated Preparedness Planning Workshops (IPPWs) can be found on the HSEEP website at <https://www.fema.gov/HSEEP> and <https://preptoolkit.fema.gov/>.

C. DHS TERMS AND CONDITIONS

As a subrecipient of 23HSGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 23HSGP Award Letter and its incorporated documents , which are incorporated in and made a part of this Agreement as Attachment C.

**Washington Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants**

A.1 DEFINITIONS

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **"Stakeholder Preparedness Review (SPR)"** The SPR is an annual three-step self-assessment of a community's capability levels based on the capability targets identified in the THIRA.
- f. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.
- g. **"Threat and Hazard Identification and Risk Assessment (THIRA)"** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps during the SPR process.

A.2 ADVANCE PAYMENTS PROHIBITED

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

A.3 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' "Debarred Vendor List" (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48

CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a

provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension*." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials – As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource

Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
 - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
 - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
 - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
 - 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
 - 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient, and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the

dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA, is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. 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 both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

During the performance of this agreement, the Subrecipient shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to defend, indemnify, and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

OR

Contracts.Office@mil.wa.gov

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

A.33 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all 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 administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

A.34 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established and are indicated herein: Minority Business Enterprises (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**23HSGP Award Letter
EMW-2023-SS-00063****Award Letter**

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

Bret Daugherty
Washington Military Department
Building 20
Camp Murray, WA 98430 - 5122

Re: Grant No.EMW-2023-SS-00063

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2023 Homeland Security Grant Program has been approved in the amount of \$14,010,447.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2023 Homeland Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PAMELA SUSAN WILLIAMS

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

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE:

Washington Military Department

PROGRAM:

Homeland Security Grant Program

AGREEMENT NUMBER:

EMW-2023-SS-00063-S01

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Article I - Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,190,947, Urban Area Security Initiative (UASI) funding in the amount of \$6,250,000 (Seattle Urban Area), and Operation Stonegarden (OPSG) funding in the amount of \$1,569,500. The following counties shall receive OPSG subawards for the following amounts: Adams, \$95,000; Clallam, \$150,000; Ferry, \$84,500; Island, \$100,000; Lower Elwha Tribe, \$75,000; Makah Tribe, \$75,000; Nooksack, \$99,000; Okanogan, \$100,000; Pend Oreille, \$150,000; Quileute Tribe, \$50,000; San Juan, \$100,000; Spokane, \$121,000; Stevens, \$150,000; Swinomish Tribe, \$45,000; Whatcom, \$175,000. These grant programs fund a range

of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - HSGP Performance Goal

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

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

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

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

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

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

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

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

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

Article VI - Acknowledgement of Federal Funding from DHS

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

Article VII - Activities Conducted Abroad

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

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

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

Article XI - Civil Rights Act of 1964 - Title VI

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

Article XII - Civil Rights Act of 1968

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

Article XIII - Copyright

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

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict

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

Article XV - Drug-Free Workplace Regulations

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

Article XVI - Duplication of Benefits

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

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

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

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

Article XX - False Claims Act and Program Fraud Civil Remedies

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

Article XXI - Federal Debt Status

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

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

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

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative

guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

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

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

Article XXVII - Lobbying Prohibitions

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

Article XXVIII - National Environmental Policy Act

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

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

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

Article XXX - Non-Supplanting Requirement

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

Article XXXI - Notice of Funding Opportunity Requirements

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

Article XXXII - Patents and Intellectual Property Rights

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

Article XXXIII - Procurement of Recovered Materials

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

Article XXXIV - Rehabilitation Act of 1973

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

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

General Reporting Requirements:

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

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

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

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding,

brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

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

Article XXXIX - Terrorist Financing

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

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

Trafficking in Persons:

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

Article XLI - Universal Identifier and System of Award Management

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

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

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

Article XLIV - Whistleblower Protection Act

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

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

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

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

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

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

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

Article XLVII - Acceptance of Post Award Changes

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

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently

\$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

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

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article LI - Operation Stonegarden Program Hold

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

Article LII - OPSG Program Performance Goal

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

Article LIII - Funding Hold: SHSP National Priorities

FEMA has placed a funding hold on the following investments under the national priority areas, and \$180,728.41 of SHSP funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients, and the subrecipients are prohibited from obligating or expending SHSP funds, for the costs or activities identified below. The hold only applies to the amount of funds identified for each SHSP investment under the national priority areas below. To release this hold, additional information is required for the investments identified below which must be submitted in the December 2023 Biannual Strategy Implementation Report (BSIR).

1. Soft Targets and Crowded Places; \$180,728.41

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

Article LIV - Funding Hold: UASI National Priorities

FEMA has placed a funding hold on the following investments under the national priority areas, and \$187,500 of UASI funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients, and the subrecipients are prohibited from obligating or expending UASI funds, for the costs or activities identified below. The hold only applies to the amount of funds identified for each UASI investment under the national priority areas below. To release this hold, additional information is required for the investments identified below which must be submitted in the December 2023 Biannual Strategy Implementation Report (BSIR).

Seattle Urban Area

1. Soft Targets and Crowded Places; \$187,500

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

BUDGET COST CATEGORIES

Personnel	\$547,241.00
Fringe Benefits	\$199,741.00
Travel	\$20,976.00
Equipment	\$0.00
Supplies	\$9,218.00
Contractual	\$13,127,575.00
Construction	\$0.00
Indirect Charges	\$105,696.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2023-SS-00063-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX05650N2023T , WX05652N2023T , WX05651N2023T		
6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603				
9. NAME OF RECIPIENT PROJECT OFFICER Gail Cram	PHONE NO. 2535127472	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 09/11/2023	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2023 To: 08/31/2026 Budget Period 09/01/2023 08/31/2026			
1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2023-FA-GG01-P410- -4101-D	\$0.00	\$6,190,947.00	\$6,190,947.00	See Totals
Homeland Security Grant Program	97.067	2023-FA-GG02-P410- -4101-D	\$0.00	\$1,569,500.00	\$1,569,500.00	See Totals
Homeland Security Grant Program	97.067	2023-FA-GH01-P410- -4101-D	\$0.00	\$6,250,000.00	\$6,250,000.00	See Totals
			\$0.00	\$14,010,447.00	\$14,010,447.00	\$0.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Gail Cram,					DATE Wed Sep 27 21:07:31 UTC 2023	
18. FEMA SIGNATORY OFFICIAL (Name and Title)					DATE	

PAMELA SUSAN WILLIAMS,

Mon Sep 11 13:23:50 UTC
2023

WORK PLAN

**FFY23 Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)**

OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their own law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

Per the Manual, responsibilities of the Subrecipient include:

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

BUDGET

**FFY23 Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)**

The Budget consists of the 23OPSG Operation Order Approval Letter and the Price Act Waiver (PAW) Approval Letter addressed to Adjutant General Daugherty on behalf of the Subrecipient.

- Expenditures more than the approved personnel cap waiver amount will not be reimbursed until a Fragmentary Operations Order (FRAGO) and a revised waiver letter is received by FEMA.
- A current approved Indirect Cost Rate Agreement must be provided to the SAA prior to requesting reimbursement of indirect costs. If the approved Indirect Cost Rate Agreement is updated, the updated Agreement must be submitted to the SAA before costs will be reimbursed.
- OPSG funds shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local, state, tribal, and Federal law enforcement agencies.
- All budget modifications require an approved FRAGO before any funds can be obligated. In addition to the approved FRAGO, cumulative transfers between budget categories more than 10% of the Grant Agreement amount will not be reimbursed without prior written authorization from the Department which includes a budget amendment.



FEMA

March 8, 2024

Ms. Sierra Wardell
Financial Operations Section Manager
Washington Military Department Emergency Management Division
TA-20 Building 20
Camp Murray, Washington 98430

Dear Ms. Wardell:

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

Operations Order No: 24-BLWBLW-10-006 V0

Fiscal Year: 2023

Amount Approved: \$150,000.00

Operations Order Dates: 9/1/2023 to 8/31/2026

Sub-Recipient: Clallam County, Washington

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

Category	Amount
Overtime:	\$64,199.25
Fringe:	\$15,425.06
Equipment:	\$45,000.00
Fuel:	\$3,714.75
Maintenance:	\$0.00
Mileage:	\$5,190.25
Travel:	\$0.00
County M&A:	\$7,300.00
State M&A:	\$3,750.00
Indirect Costs:	\$5,420.69
Total	\$150,000.00

Note: while this approval includes \$45,000.00 for equipment, an sUAS waiver is still required to be submitted by the grantee and approved by FEMA before the actual purchase of the sUAS can occur.

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9625.

Sincerely,



Dale P. Finney
Preparedness Officer
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

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

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

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

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE



March 8, 2024

Ms. Sierra Wardell
Financial Operations Section Manager
Washington Military Department Emergency Management Division
TA-20 Building 20
Camp Murray, Washington 98430

Dear Ms. Wardell:

The Federal Emergency Management Agency, Grant Programs Directorate has reviewed the request submitted by the Washington Military Department Emergency Management Division to waive the 50 percent Personnel Cap imposed by Section 2008 of the *Homeland Security Act of 2002*, Public Law 107-296, as amended (6 U.S.C. § 609). The following counties/subrecipients have requested to expend up to 85% of their total fiscal year (FY) 2024 Operation Stonegarden (OPSG) allocations, Award # EMW-2023-SS-00063 on operational overtime and related personnel costs:

County/Subrecipient	FY 2023 OPSG Allocation	85% P-Cap Maximum
Adams County Sheriff's Office	\$92,625.00	\$78,731.25
Clallam County Sheriff's Office	\$146,250.00	\$124,312.50
Ferry County Sheriff's Office	\$82,387.50	\$70,029.38
Island County Sheriff's Office	\$97,500.00	\$82,875.00
Lower Elwha Klallam Tribe	\$73,125.00	\$62,156.25
Makah (Neah Bay) Tribe	\$73,125.00	\$62,156.25
Nooksack Indian Tribe	\$96,525.00	\$82,046.25
Okanogan County Sheriff's Office	\$97,500.00	\$82,875.00
Pend Oreille Department of EM	\$146,250.00	\$124,312.50
Quileute (La Push) Tribe	\$48,750.00	\$41,437.50
San Juan County Sheriff's Office	\$97,500.00	\$82,875.00
Spokane County DEM	\$117,975.00	\$100,278.75
Stevens County Sheriff's Office	\$146,250.00	\$124,312.50
Swinomish Indian Tribal Community	\$43,875.00	\$37,293.75
Whatcom County Sheriff's Office	\$170,625.00	\$145,031.25

This request is consistent with the terms and conditions of the grant award and is necessary for the continued success of border security operations. This request is approved pursuant to the waiver authority provided by 6 U.S.C § 609(b)(2)(B).

As a reminder, if any subrecipient's approved or initial revised budget will exceed 85% in personnel costs, they are required to submit a waiver request as described in section III.C.3 of Information Bulletin #421b. Please contact Acting Section Chief Dale P. Finney at dale.finney@fema.dhs.gov if you have any questions.

Sincerely,



Stacey N. Street
Director
Office of Grants Administration

Cc: Willie Nunn, Regional Administrator, Region X
TeNeane P. Bradford, Ph. D., Deputy Director, Office of Grants Administration
Kerry L. Thomas, Director, Homeland Security Programs Division
Patrick Marcham, Grants Division Director, Region X
Alexander R. Mrazik, Jr., Branch Chief, Homeland Security Programs Division
Mark Silveira, Branch Chief, Homeland Security Programs Division
Dale P. Finney, Acting Section Chief, Homeland Security Programs Division

TIMELINE

**FFY23 Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)**
Clallam County Sheriff's Office

Date	Task
September 1, 2023	Grant Agreement Start Date
March 8, 2024	Operations Order approved by FEMA
July 1, 2024	Estimated date work will begin
October 31, 2024	Submit Reimbursement Request and Progress Report
January 31, 2025	Submit Reimbursement Request and Progress Report
April 30, 2025	Submit Reimbursement Request and Progress Report
July 31, 2025	Submit Reimbursement Request and Progress Report
October 31, 2025	Submit Reimbursement Request and Progress Report
January 31, 2026	Submit Reimbursement Request and Progress Report
February 28, 2026	In collaboration with U.S. Border Patrol, assess status of award. Determine if additional time is needed to complete operations and/or if there is a need to submit a FRAG Order changing the approved Operations Order.
July 31, 2026	Grant Agreement End Date. All work ceases.
September 15, 2026	Submit Final Reimbursement Request and Closeout Report. <i>Reports are due before final invoice will be reimbursed.</i>

Grant Performance Period: September 1, 2023 - August 31, 2026

BUILD AMERICA, BUY AMERICA ACT SELF-CERTIFICATION

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

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Insert Project Name and Location that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The [Contractor or Subcontractor], _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of [Contractor's or Subcontractor's] Authorized Official

Enter Name and Title

Name and Title of [Contractor's or Subcontractor's] Authorized Official



2b
MAY 07 2024

AGENDA ITEM SUMMARY

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

Department: WSU Extension

WORK SESSION **X Meeting Date: 4.29.24**

REGULAR AGENDA **X Meeting Date: 5.7.24**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | X Contract/Agreement/MOU - Contract # 100931.23.002 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This MOA is the annual formalization of the long-standing relationships between WSU Extension and Clallam County. The Appendix of the annual MOA between WSU and Clallam County is being updated to reflect new approved budget amounts for 2024. The contract itself remains the same.

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 expenditures have been approved in the 2024 budget.

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

County Official signature & print name: Clea Rome

Name of Employee/Stakeholder attending meeting: Clea Rome

Relevant Departments: WSU Extension

Date submitted: 4-29-24

A handwritten signature in black ink, appearing to read "Clea Rome", written over the printed name.

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

INTERAGENCY AGREEMENT

Between

WASHINGTON STATE UNIVERSITY EXTENSION

And

Clallam County

I. Mission Statement

Washington State University Extension engages people, organizations and communities to advance knowledge, economic well-being and quality of life by fostering inquiry, learning, and the application of research. This mission is carried out using research and experience-based educational programs from colleges and departments dispersed throughout the WSU system, which address important issues and needs of individuals and communities in all 39 counties in the state of Washington. WSU Extension is enabled for this task as the Land Grant Institution for Washington through partnerships with county, state, and federal governments.

II. Purpose

The purpose of this agreement is to formalize the longstanding relationships between Washington State University Extension and County Government. This also continues a longstanding, joint funding relationship for county/area Extension faculty and designated support staff. This agreement conforms to the standards for interagency agreements set forth in RCW 39.34.130.

III. Under terms of this Interagency Agreement, Washington State University Extension agrees to:

- A. Recruit, employ and establish salaries for county/area Extension Educators and designated WSU support staff for County. Employment concurrence will be sought from County Commissioners before an individual is hired and assigned to the County.
- B. Assure that salary increase monies will be available for Extension Educators and designated support staff based on criteria established by the Washington State Legislature and Washington State University President.
- C. Supplement the funds received from the county professional services contract and pay salary and fringe benefits for each county/area Extension Educator and designated staff members.
- D. Submit to the County quarterly an invoice for 1/4 of the contract amount. Quarterly invoices to be billed Jan, April, July, and October by the 10th of the month and payable

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on the 25th of the month, or on a schedule mutually agreed upon between WSU and the County. This is a fixed price agreement. First invoice will not be billed to the County until there is a fully executed agreement in place.

- E. In cases where position vacancies occur due to separations during a contract period, the county will be invoiced to cover the county portion of annual leave and sick leave payout.
- F. Provide fringe benefits to county/area Extension Educators as outlined in the WSU Faculty Manual and provide fringe benefits to support staff as specified by the applicable agreement, policy, or law.
- G. Grant annual leave, sick leave, professional leave, other leave and holidays as outlined in the WSU Faculty Manual for county/area Extension Educators or by the applicable agreement, policy, or law for jointly funded or fully WSU funded support staff.
- H. Provide in-service education for county/area Extension faculty members.

IV. Under terms of this Interagency Agreement, County will:

- A. Pay the amount agreed upon quarterly, or as mutually agreed upon, to Washington State University for Extension education services to be rendered in County. This professional services contract, is known as a fixed price "Appendix A" to this agreement, shall be for a term of one calendar year and will be negotiated prior to the beginning of each calendar year.
- B. Promptly pay the invoice voucher from Washington State University. Current quarter invoice to be billed by the 10th and payable on the 25th of the month, or on a scheduled mutually agreed upon between WSU Extension and County.
- C. The county agrees to pay the "county portion" of accumulated leave payments for contracted personnel due to separation.
- D. Contingent upon approval of the Board of County Commissioners or County Executive, the county will continue to support contracted personnel on professional or retraining leave.
- E. Furnish office facilities for faculty and support staff.
- F. Provide an adequate operating budget to carry out Extension educational programs for citizens of the County. This budget will cover secretarial and support staff salaries not covered by this Agreement and telephone, office equipment, teaching and office supplies and travel costs.

V. Washington State University and County jointly agree that:

- A. Additional program support staff positions may be employed and fully funded by either party to assist in carrying out Extension educational programs in the County.

- B. This Interagency Agreement is effective upon being signed by appropriate representatives of the two organizations. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.

VI. Non-Discrimination

- A. There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or any other protected status, in compliance with applicable federal and state law. This includes Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended; the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259); Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; the Americans with Disabilities Act of 1990, as amended; and applicable non-discrimination laws of the state of Washington.

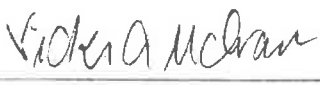
VII. Terms of Modification or Termination of this Agreement:

- A. This Interagency Agreement may be modified by the parties when mutually agreed upon in writing. This Agreement shall continue in effect until terminated following mutual discussion and agreement. Should the parties be unable to agree on the level of support for professional services of Extension Educators and jointly funded staff in an upcoming contract period specified in Appendix A to this document, either party may terminate the contract. However, written notice of termination must be received before October 1 for termination effective January 1 of the next year.

VIII. Records Retention

- A. Both Washington State University and the County will maintain records which are sufficient and properly reflect all costs incurred under terms of this Interagency Agreement. These records will be retained as set forth in the applicable retention schedule or six years, whichever is less.

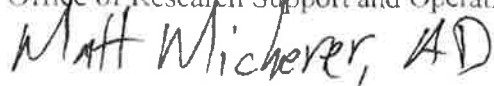
APPROVED:

 4/10/2023

Dr. Vicki McCracken Date
Associate Dean and Director
WSU Extension

 4/25/23

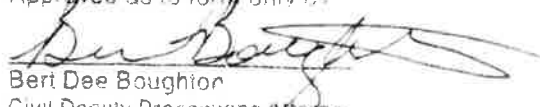
Daniel G. Nordquist Date
Associate Vice President
Office of Research Support and Operations


Matt Michener, AD

Board of Clallam County Commissioners


County Commissioners Date
or County Executive
Mark Orvik, Chair

Approved as to form only by



Beri Dee Boughion
Civil Deputy Prosecuting Attorney
Clallam County

INTERAGENCY AGREEMENT
Between
WASHINGTON STATE UNIVERSITY EXTENSION
And
Clallam County

APPENDIX A

The following funds will be provided under this Memorandum of Agreement for the period January 1, 2024, through December 31, 2024 to support extension programming.

Federal Funds \$ _____ Non-Federal Funds \$ 210,732
TOTAL FUNDS \$ 210,732

It is understood that non-Federal funds provided by the County in support of this agreement may be identified by WSU as match for Federal capacity program (Hatch Act, Smith-Lever Act, etc.) funds received by WSU to support Extension activities.

County Extension Director/Department Head Services	\$26,998
4-H Program	\$40,600
Master Gardener Program	\$45,134
Community Health Program	\$43,000
Animal Agriculture Program	\$55,000

Dr. Vicki McCracken Date
Associate Dean and Director
WSU Extension

Chair of the Board of Date
County Commissioners

Matt Michener Date
Associate Director
Office of Research Support and Operations



AGENDA ITEM SUMMARY

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

20
MAY 07 2024

Department: Parks, Fair, & Facilities

WORK SESSION ☒ **Meeting Date: April 29, 2024**

REGULAR AGENDA ☒ **Meeting Date: May 7, 2024**

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

Item Summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract #

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

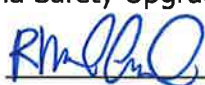
☐ Other: Grant Application

Documents exempt from public disclosure are attached: ☐

Executive summary: This Washington State Department of Agriculture, Fairs Program Capital Project Grant relates to the safety upgrades to the Dog Barn and Agility Arena at the fairgrounds. This grant has been reviewed and approved by the County Civil Deputy Prosecuting Attorney.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign the Washington State Department of Agriculture, Fairs Program Capital Project Grant related to the Dog Barn and Agility Arena Safety Upgrades.

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting: Shari Ioffrida

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

Date submitted: 4.24.2024

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

Dog Barn Grant BOCC Agenda item summary 2024

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

Revised: 3-04-2019

GRANT AGREEMENT FACE SHEET

Agreement Number: K5041

**Washington State Department of Agriculture
FAIRS PROGRAM
CAPITAL PROJECT GRANTS**

1. Grantee Clallam County 223 E 4 th St., Suite 7 Port Angeles, WA 98362		2. Fair Facility Clallam County Fairgrounds 1608 W 16 th St. Port Angeles, WA 98363	
3. Grantee Representative Shari Ioffrida, Fair Manager Phone: 360-417-2551 shari.ioffrida@clallamcountywa.gov		4. WSDA Representative Anne Norman, Fairs Program Administrator Phone: (360) 902-2043 fairs@agr.wa.gov	
5. Grant Amount \$150,000.00		6. Grant Start Date Upon Final Signature	7. Grant End Date May 31, 2025
8. Biennium: 2023-2025		9. Project Must Be Completed By May 31, 2025	
10. Tax ID # 91-6001298	11. Statewide Vendor # 200-16	12. UBI # 054-004-559	
13. Grant Purpose WSDA and Grantee have entered into this Agreement to provide funding for a capital improvement project to make health or safety improvements to agricultural fairgrounds or fair facilities in order to benefit participants and the fair-going public pursuant to RCW 15.76.165. WSDA and Grantee agree to the terms of this Agreement as set forth in this GRANT AGREEMENT FACE SHEET, the TERMS AND CONDITIONS, and the following documents incorporated by reference: ATTACHMENT I: GRANTEE'S APPLICATION FOR CAPITAL GRANT FUNDS; ATTACHMENT II: CERTIFICATION OF AVAILABILITY OF FUNDS TO COMPLETE PROJECT. This Agreement governs the rights and obligations of both parties to this Agreement, which is executed on the date below to start as of the date and year last written below.			
FOR THE GRANTEE By signing this agreement, I bind the Grantee to this Agreement and certify that I am authorized to do so. Mike French County Commissioner Date ☐ Additional signatures on next page <i>Check box if true</i> Approved as to form only by		FOR THE WASHINGTON STATE DEPARTMENT OF AGRICULTURE Gloriann Robinson Acting Administrative Regulations Manager Date APPROVED AS TO FORM ONLY Steve Scheele Assistant Attorney General December 15, 2023	

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

TERMS AND CONDITIONS

Washington State Department of Agriculture Fairs Program CAPITAL PROJECT GRANT

TERMS AND CONDITIONS

1. DEFINITIONS

The following definitions apply throughout this Agreement.

"Agreement" means this Capital Project Grant Agreement, specifically the Grant Agreement Face Sheet, the Terms and Conditions, and all documents incorporated by reference including Attachment I: Grantee's Application for Capital Grant Funds, Attachment II: Certification of Availability of Funds to Complete Project.

"Capital Project" means the capital improvement project described in Section 4.

"Fair Facility" means the agricultural fairgrounds or fair facility owned by the Grantee and located at the address shown for the Fair Facility on the Grant Agreement Face Sheet.

"Grant Amount" means the total amount of funding under this Agreement, as set forth on the Grant Agreement Face Sheet.

"Grantee" means the entity identified as the Grantee on the Grant Agreement Face Sheet, who is a Party to the Agreement, and includes all employees and agents of the Grantee.

"WSDA" means the Washington State Department of Agriculture, who is a Party to the Agreement.

2. AUTHORITY AND PURPOSE

Acting under the authority of RCW 15.76.165, WSDA has awarded the Grantee funding under this Agreement to undertake a capital improvement project to make health or safety improvements to agricultural fairgrounds or fair facilities in order to benefit participants and the fair-going public. Grantee will undertake, by whatever legal means, to construct, install, build, or otherwise cause the completion of the Capital Project at the Fair Facility. Grantee must perform in accordance with this Agreement's terms and conditions and all applicable federal, state, and local laws and ordinances, which by this reference are incorporated into this Agreement as though set forth fully herein.

3. FUNDING

WSDA shall pay an amount not to exceed the awarded Grant Amount for the eligible costs necessary for or incidental to the performance of work as set forth for the Capital Project.

4. CAPITAL PROJECT

Grantee must use the funding awarded by WSDA under this Agreement solely for the capital improvement project set forth in ATTACHMENT I: GRANTEE'S APPLICATION FOR CAPITAL GRANT FUNDS, which includes upgrading the dog barn and agility arena, including: rebuilding dog benching area, enclosing superintendents office, reinforcing rafters, installing air vents in ceilings, installing new walls and windows, refencing the agility arena, and upgrading electrical wiring and fixtures.

5. COMMUNITY BENEFITS

In consideration for the funding under this Agreement, Grantee agrees to provide the following community benefits.

- a. Use of the Capital Project in the course of holding an agricultural fair as defined by RCW 15.76.110.
- b. If charging admission fees for the agricultural fair(s), a charge to the general public that is reasonable and consistent with the standard fees charged at other public agricultural fairs and, to the extent possible, discount or free admission to special populations such as military families, foster families, student groups, seniors, babies, and toddlers.
- c. Access to the Fair Facility and its exhibits and programs to persons of differing abilities.
- d. Where possible, availability of the Fair Facility for rental at reasonable or discounted cost for educational or public programs benefitting the public.

- e. Space for charity and other nonprofit community organizations to conduct fundraising or educational activities.
- f. Support other local groups and programs in promoting the welfare of farm people and rural living including the exhibition of livestock and agricultural produce of all kinds, and exhibition of related arts and manufactures including products of the farm home, and exhibition of educational contests, displays, and demonstrations designed to train youth.

6. CHANGE OF OWNERSHIP OR USE

- a. Grantee understands and agrees that Grantee must hold and use all real property and facilities acquired, constructed, improved, or rehabilitated with Grant funds for a period of at least three (3) years following termination or expiration of this Agreement for the express purpose(s) of the Capital Project and the Community Benefits under Section 5.
- b. If the Grantee is found to be out of compliance with this section, the Grantee must repay to the state general fund the amount of the grant and interest as provided in the Recapture provision, Section 17.

7. CERTIFICATION OF NON-STATE MATCHING FUNDS OR IN-KIND SERVICES

- a. The release of state funds under this Agreement is contingent upon the Grantee certifying that it has expended or has access to non-state matching funds or in-kind services from other sources as set forth in ATTACHMENT II: CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT to complete all construction and activities identified for the Capital Project.
- b. Grantee shall maintain records sufficient to evidence that it has access to or has expended funds from such sources, and shall make such records available for WSDA's review upon request.

8. PROJECT EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

WSDA will make payments to the Grantee on a reimbursement basis only. For the purposes of this Agreement, eligible costs are construed to mean costs incurred and paid, or costs incurred and payable within thirty (30) days. Only costs incurred between (1) the grant start date and (2) grant end date, as shown in the Grant Agreement Face Sheet, and timely invoiced are eligible for reimbursement under this Agreement. No final invoice voucher is eligible for reimbursement unless it is submitted at the same time as or after submittal of the Certified Project Completion Report in Section 10.

Grantee must not request reimbursement for services and expenses that Grantee has charged or will charge to the State of Washington or any other party under any other contract or agreement. WSDA is not liable for payment of such charges.

Disallowed Costs: The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

9. BILLING PROCEDURES AND PAYMENT

- a. WSDA will reimburse Grantee for eligible project expenditures up to the maximum payable under this Agreement. Grantee must submit a signed and completed Invoice Voucher (Form A-19), referencing in the project activity performed, and any appropriate documentation. The Invoice Voucher must be certified by an official of the Grantee with authority to bind the Grantee.
- b. Grantee may submit a single Invoice Voucher for the full grant amount or no-more-than-monthly periodic Invoice Vouchers. WSDA will reimburse no more than seventy-five percent (75%) of the grant amount until all project activities are complete and the Grantee submits a complete Certified Project Completion Report as required by Section 10.
- c. Each Invoice Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date, and all receipts associated with work described in the Project Status Report. WSDA will not release payment for any reimbursement request without receiving a Project Status Report.
- d. The Grantee shall submit all Invoice Vouchers and any required documentation to WSDA's Agreement Manager shown in Section 35. Proof of cashed checks must include both the front and back of the check.
- e. WSDA will process reimbursement after approving the Invoice Voucher and Project Status Report.
- f. Payment shall be considered timely if made by WSDA within thirty (30) calendar days after receipt of properly completed invoices.

- g. **Grantee must submit the final invoice voucher no later than July 15, 2025.** Unless the Legislature has re-appropriated the funding, WSDA will not make payment on vouchers submitted after July 15, 2025.

10. CERTIFIED PROJECT COMPLETION REPORT

The Grantee shall complete a Certified Project Completion Report when the Capital Project is complete. The report must include:

- a. A certified statement that the Capital Project is complete and, if applicable, meets required standards.
- b. Before and after photographs, either hard copy or electronic, of the Fair Facility showing the Capital Project.
- c. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the Capital Project. This includes the value of in-kind services performed.
- d. Certification that all costs associated with the project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.
- e. Consultation with Department of Archaeology and Historic Preservation (DAHP). Certification that Grantee consulted with DAHP.
- f. Certification that Grantee is and will continue to provide Community Benefits set forth in Section 5.
- g. A final invoice voucher for the remaining eligible funds, unless Grantee intends to submit the final invoice voucher after submitting the project completion report.

11. QUARTERLY REPORTS

- a. Grantee shall submit quarterly reports to WSDA by the due date on each report form.
- b. By December 31, 2024, Grantee must affirm in writing that the project will be completed by May 31, 2025, unless Grantee has prior submitted a Certified Project Completion Report.
- c. The Grantee shall furnish WSDA with other reports as WSDA may require.
- d. Failure to file reports as requested may result in termination of this Agreement.

12. LACK OF ADEQUATE PROGRESS

Grantee's inability to affirm by December 31, 2024, that the project will be complete by May 31, 2025, is a basis for WSDA to terminate the Agreement in whole or in part for cause as provided in Section 27. At WSDA's discretion, the parties may modify this Agreement in lieu of termination.

13. EVALUATION AND MONITORING

- a. The Grantee shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WSDA, including site inspections, if requested.
- b. If requested by WSDA, Grantee must provide photographs, either hard copy or electronically, which visually depict the progress made on the project.
- c. WSDA or the State Auditor and any of their representatives shall have full access to and the right to examine all of the Grantee's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for six (6) years from the date final payment is made.

14. SIGNAGE, MARKERS, AND PUBLICATIONS

If, during the period covered by this Agreement, the Grantee displays or circulates any communication, publication, or donor recognition identifying the financial participants in the project, any such communication or publication must identify "The State of Washington" and "The Washington State Department of Agriculture – Fairs Program" as participants.

15. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy, and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990, 28 C.F.R. Part 35 will be required, as specified by the local building Department.

16. PREVAILING WAGE LAW

The project funded under this Agreement is subject to state prevailing wage law (chapter 39.12 RCW). The Grantee is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine the prevailing wages that must be paid. WSDA is not responsible for determining the prevailing wages applying to this project or for any prevailing wage payments that may be required by law.

17. RECAPTURE PROVISION

- a. If Grantee fails to expend state funds in accordance with state law or the provisions of this Agreement, WSDA reserves the right to recapture state funds in an amount equivalent to the principal amount of the grant plus interest. Interest is calculated at the rate of interest on State of Washington general obligation bonds issued most closely to the date of authorization of the grant.
- b. Repayment by the Grantee of state funds under this recapture provision shall occur within thirty (30) days of demand. If WSDA is required to institute proceedings to enforce this recapture provision, WSDA is entitled to its cost thereof, including reasonable attorney's fees.
- c. If Grantee fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, WSDA reserves the right to recapture all funds disbursed under the Agreement, in addition to any other remedies available at law or in equity.

18. AMENDMENTS

The parties may amend this Agreement by mutual agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

19. SAVINGS

If funding from state or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, WSDA may terminate the Agreement for convenience under Section 27, without the ten (10) business days' notice requirement. In lieu of termination and at WSDA's discretion, the parties may amend the Agreement to reflect the new funding limitations and conditions.

20. NONDISCRIMINATION

- a. Nondiscrimination Requirement. During the term of this Agreement, Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Grantee, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Grantee, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

- b. Obligation to Cooperate. Grantee, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Grantee, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, WSDA may suspend Grantee, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSDA receives notification that Grantee, including any subcontractor, is cooperating with the investigating state agency. In the event Grantee, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSDA may terminate this Agreement in whole or in part, and Grantee, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Grantee or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, Grantee, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Grantee may also be required to repay grant funds pursuant to Section 17 (Recapture) of the Terms and Conditions if the

Agreement is terminated based on a violation of the nondiscrimination requirement. WSDA shall have the right to deduct from any monies due to Grantee or subcontractor, or that thereafter become due, an amount for damages Grantee or subcontractor will owe WSDA for default under this provision.

21. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Agreement, Grantee shall cooperate with WSDA to complete the requirements of Governor's Executive Order 21-02 or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. **WSDA will not disburse any funds under this Agreement unless and until WSDA determines that adequate consultation has been completed as required by Executive Order 21-02. Project activities commenced prior to the completion of adequate consultation may not be reimbursed and are undertaken at Grantee's own risk.**

Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless WSDA and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, Grantee shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with WSDA and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Capital Project design and **prior to construction** to determine the existence of any tribal cultural resources affected by the Capital Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the WSDA Representative identified on the Grant Agreement Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services for any activities associated with the Capital Project to be funded under this Agreement.

In addition to the requirements set forth in this Agreement, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the parties find it necessary to amend the scope of the Capital Project, the Grantee may be required to re-comply with Governor's Executive Order 21-02, or Section 106 of the National Historic Preservation Act.

22. CONFLICT OF INTEREST

Grantees must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a grant award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of

interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

23. DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties that cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The dispute resolution team shall consist of a representative appointed by the WSDA, a representative appointed by the Grantee, and a third party mutually agreed upon by both parties. The dispute resolution team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial setting.

24. HOLD HARMLESS

- a. This Agreement is solely for the benefit of the parties and gives no right to any other entity that is not a party to this Agreement. Each party is responsible and assumes liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.
- b. This indemnification clause also applies to all causes of action arising out of the performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement must include a provision that WSDA and the State of Washington are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the contracts.

25. INDEPENDENT CAPACITY OF GRANTEE

The Grantee and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or WSDA. The Grantee will not hold itself out as or claim to be an officer or employee of WSDA or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

26. RECORDS MAINTENANCE

The Grantee shall maintain books, records, receipts, documents, data and other evidence relating to this Agreement and Capital Project for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by WSDA, personnel duly authorized by WSDA, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. TERMINATION OR SUSPENSION

- a. For Cause: If WSDA determines the Grantee has failed to comply with the conditions of this Agreement in a timely manner, WSDA has the right to terminate this Agreement. Before terminating the Agreement, WSDA shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within twenty (20) calendar days, WSDA may terminate the Agreement and seek recapture of funds as provided in Section 17.
- b. For Failure to Complete: If the Grantee fails to complete the Capital Project by the Project Completion Date shown on the Grant Agreement Face Page, WSDA may terminate this Agreement and seek recapture of funds as provided in Section 17.
- c. For Convenience: Except as otherwise provided in this Agreement, WSDA may terminate this Agreement, in whole or in part, after ten (10) days written notice, beginning on the second day after the mailing. If this Agreement is so terminated, WSDA shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.
- d. Suspension: WSDA reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of an alleged

compliance breach and pending corrective action by the Grantee or a decision by WSDA to terminate the Agreement.

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

28. ORDER OF PRECEDENCE

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

- a. Applicable federal and state of Washington statutes and regulations
- b. Grant Agreement Face Sheet
- c. Terms and Conditions
- d. Attachments

29. OWNERSHIP OF PROPERTY

WSDA makes no claim to any real property improved or constructed with funds awarded under this Agreement, does not assert, and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Agreement. This provision does not extend to claims that WSDA may bring against the Grantee in recapturing funds expended in violation of this Agreement.

30. ENTIRE AGREEMENT

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

31. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

32. SEVERABILITY

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

33. SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant shall so survive, including but not limited to the following sections: Capital Project, Community Benefits, Change of Ownership or Use, Evaluation and Monitoring, Recapture Provision, Hold Harmless, and Records Maintenance.

34. WAIVER

WSDA's failure to insist on strict performance of any provision in this Agreement or to exercise any right based upon a breach of any provision or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

35. GRANT MANAGEMENT

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

The Agreement Manager for the Grantee is:	The Agreement Manager for WSDA is:
Shari Ioffrida, Fair Manager Clallam County Fair 1608 W. 16 th Street Port Angeles, WA 98363 Phone: 360-417-2551 shari.ioffrida@clallamcountywa.gov	Anne Norman, Fairs Program Administrator Washington State Dept. of Agriculture 1111 Washington Street SE PO Box 42560 Olympia, WA 98504-2560 Telephone: 360-902-2043 Email: fairs@agr.wa.gov

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ATTACHMENT I:
GRANTEE'S APPLICATION FOR CAPITAL GRANT FUNDS

**ATTACHMENT II:
CERTIFICATION OF THE AVAILABILITY OF NON-STATE MATCHING OR IN-KIND
SERVICES TO COMPLETE THE PROJECT**

**Washington State Department of Agriculture: FAIR CAPITAL GRANTS
Grantee: Clallam County
Agreement Number: K5041**

Type of Funding	Source Description	Amount
<i>Grant</i>	Washington State Department of Agriculture	\$150,000.00
Other Grants		
Grant #1		\$0
Grant #2		\$0
Total Other Grants		\$0
Other Monetary Sources		
Source #1		\$0
Total Other Sources		\$0
Estimated Value of In-Kind Services		
Source #1	maintenance staff 100hrs @ \$78.00	\$7,800.00
Source #2	Volunteers- 200hrs @ \$27.19	\$5,438.00
Total Value of In-Kind		\$13,238.00
Total Project Funding		\$150,000.00

CERTIFICATION PERFORMANCE MEASURE

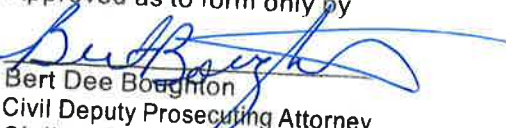
The Grantee, by its signature, certifies that non-state matching and in-kind services from sources other than those provided by this Agreement and identified above are fully expended or committed, or both, in an amount sufficient to complete the project, or a distinct phase of the project that is useable to the public, and that the funding will be used for the purpose as described elsewhere in this contract, as of the date and year written below.

The Grantee shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for WSDA'S review upon request.

Mike French
County Commissioner

DATE

Approved as to form only by


Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

Clallam County
K5041



2d
MAY 07 2024

AGENDA ITEM SUMMARY

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

Department: Public Works/Roads

WORK SESSION ☒ **Meeting Date: 04/29/2024**

REGULAR AGENDA ☒ **Meeting Date: 05/07/2024**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

There is a fish barrier project on Bear Creek Road. Clallam County is acquiring a small area as a permanent easement with a larger area needed as a temporary construction easement.

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

10-SCP24BrCrk

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

We recommend that the Commissioners review, approve and sign this agreement.

County Official signature & print name: Joe Donisi Joe Donisi, P.E.

Name of Employee/Stakeholder attending meeting: Joe Donisi, Linda Capps

Relevant Departments: Roads

Date submitted: 04/17/2024

* 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)

COUNTY ROAD NAME Bear Creek Road CRP 544.23
NO. 20210
PROPERTY OWNERS Clifford and Judy Hewitt

CLALLAM COUNTY ROAD DEPARTMENT
Land Purchase Agreement

In exchange for deeded land in the matter of the above said County Road Project, Clallam County shall provide the following:

2070 S.F. Permanent Easement - \$564.72

14,788 S.F. Temporary Construction Easement - 7 months - \$913.19

Total \$1477.91

Trees 2000⁰⁰
Administrative Adjustment 400⁰⁰
\$1477.91

The disturbed area will be raked, seeded and mulched when construction is complete, replant trees.

Trees to be deeded for property owner

The undersigned property owners hereby authorize and grant Clallam County the right to provide the above agreement, together with the right to enter upon their remaining lands as may be necessary to perform any of the above. There are no other agreements written or oral other than those stated herein.

Signed at _____, Washington this _____ day of _____, 2024.

Clifford *4/16/24*
Property Owner

Property Owner

Judy Hewitt *4/16/24*
Property Owner

Property Owner

Address; Street or Box No.

Address; Street or Box No.

City State Zip

City State Zip

Shalee Carr

R/W Agent or Witness

R/W Agent or Witness

Reviewed By:

Approved By:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Joe Domin *4-24-24*
Assistant Engineer Date

Mike French, Chair Date

Joe Domin *4-24-24*
County Engineer Date

Randy Johnson Date

Debra Broughton *4/24/24*
Deputy Prosecuting Attorney Date

Mark Ozias Date

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Temporary Easement

THE GRANTOR Clifford and Judy Hewitt

for and in consideration of \$10.00 and other valuable consideration grants and conveys to
**CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD
DEPARTMENT**

a temporary easement over, under, upon and across the hereinafter described lands, situate in the
County of Clallam, State of Washington, for the purpose of roads, slopes, drainage, clear zone and
utilities.

Being a portion of Tax Parcel No: 123026121000

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR
CREEK COUNTY ROAD.

Situate in County of Clallam, State of Washington.

MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED

together with the right at all times to the Grantee(s), its successors and assigns, for ingress to and egress from
said lands, across adjacent lands of the Grantor(s) for the purpose of construction of the project or work which
is the subject of this easement. The rights, title, privileges and authority hereby granted shall continue and be in
force until 12/31/2024 at which time all such rights, title, Privileges and authority hereby granted shall terminate.

Dated _____ 20____

GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me
Clifford and Judy Hewitt to
me known to be the individual(s) described in and
who executed the within and foregoing instrument,
and acknowledged that they signed the same
as their free and voluntary act and deed, for
the uses and purposes therein mentioned.

Given under my hand and official seal this
16th day of April, 2024.

Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires: 11/22/27

GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day of _____, 20____ before me, the
under-signed, a Notary Public in and for the State of Washington, duly commissioned
and sworn, personally appeared _____
and _____, to me known to be the _____
President and _____ Secretary, respectively, of _____ the
corporation that executed the foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said corporation, for the uses
and purposes therein mentioned, and on oath states that _____
authorized to execute the said instrument and that the seal affixed is the corporate seal
of said corporation.

Witness my hand and official seal hereto affixed the day and year first above
written.

Notary Public in and for the State of Washington,

residing at _____

My appointment expires: _____

HEWITT, CLIFFORD AND JUDY
PIN 2501
TPN 123026121000
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

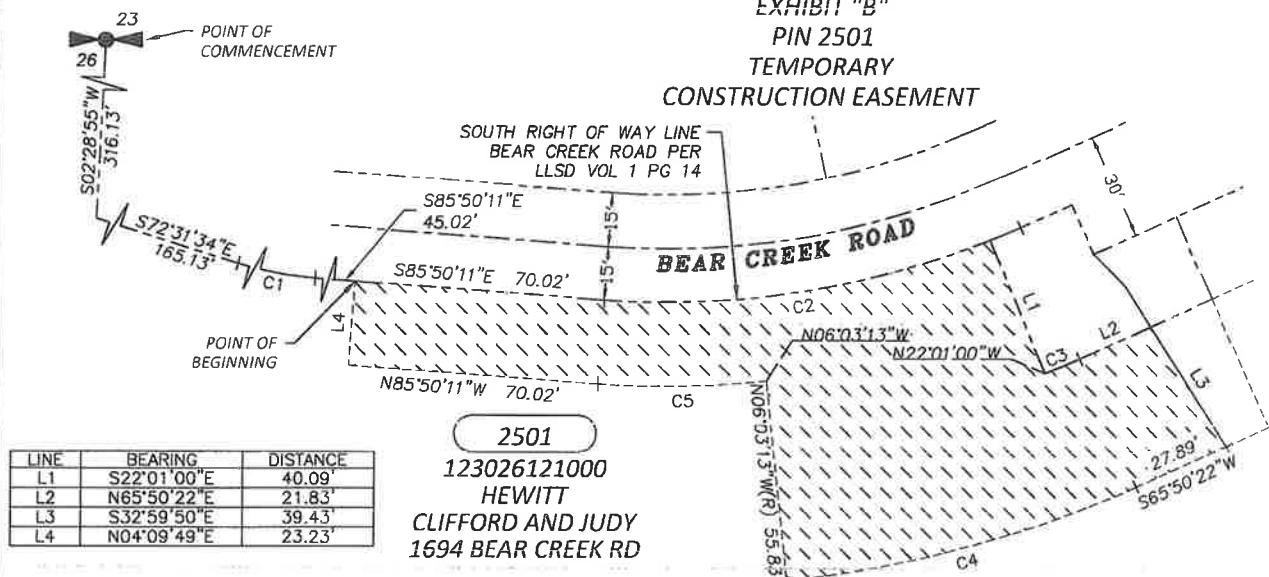
THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26;
THENCE S02°28'55"W ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 316.13 FEET TO THE SOUTHERLY MARGIN OF BEAR CREEK COUNTY ROAD;
THENCE S72°31'34"E ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 165.13 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°18'37", AN ARC DISTANCE OF 88.28 FEET;
THENCE S85°50'11"E A DISTANCE OF 45.02 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING S85°50'11"E A DISTANCE OF 70.02 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°10'48", AN ARC DISTANCE OF 109.66 FEET;
THENCE S22°01'00"E A DISTANCE OF 40.09 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS N22°01'00"W A DISTANCE OF 280.09 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°08'38" AN ARC DISTANCE OF 10.48 FEET;
THENCE N65°50'22"E A DISTANCE OF 21.83 FEET;
THENCE S32°59'50"E A DISTANCE OF 39.43 FEET;
THENCE S65°50'22"W A DISTANCE OF 27.89 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 319.06 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°06'25", AN ARC DISTANCE OF 100.83 FEET;
THENCE N06°03'13"W A DISTANCE OF 55.83 FEET TO A NON-RADIAL CURVE WHOSE RADIUS POINT BEARS N06°03'13"W A DISTANCE OF 263.23 FEET;
THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°13'02", AN ARC DISTANCE OF 46.94 FEET;
THENCE N85°50'11"W A DISTANCE OF 70.02 FEET;
THENCE N04°09'49"E A DISTANCE OF 23.23 FEET TO THE SOUTHERLY MARGIN OF BEAR CREEK COUNTY ROAD AND THE POINT OF BEGINNING.

EXHIBIT "B"
PIN 2501
TEMPORARY
CONSTRUCTION EASEMENT



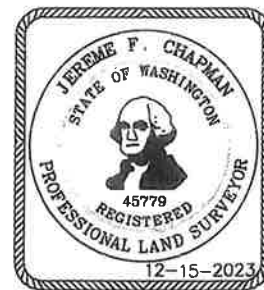
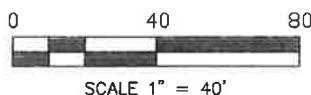
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	380.00'	88.28'	13°18'37"
C2	240.00'	109.66'	26°10'48"
C3	280.09'	10.48'	2°08'38"
C4	319.06'	100.83'	18°06'25"
C5	263.23'	46.94'	10°13'02"

kpff

612 Woodland Square Loop SE,
Suite 100
Lacey, WA 98503
360.292.7230
www.kpff.com



TEMPORARY CONSTRUCTION
EASEMENT CONTAINING
10,231 S.F.



WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Easement

THE GRANTOR Clifford and Judy Hewitt

for and in consideration of \$10.00 and other valuable consideration grants and conveys to
**CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD
DEPARTMENT**

an easement over, under, upon and across the hereinafter described lands, situate in the County of
Clallam, State of Washington, to the same extent and purpose as if the rights herein conveyed had been
acquired under Eminent Domain statutes of the State of Washington, for the purpose of roads, slopes,
drainage, clear zone and utilities.

Being a portion of Tax Parcel No:123026121000

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR
CREEK ROAD.

Situate in County of Clallam, State of Washington.

MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED.

Dated 4/16/24 20 24
Clifford and Judy Hewitt GRANTOR: GRANTOR:

STATE OF WASHINGTON)
COUNTY OF CLALLAM) ss.

On this day personally appeared before me
Clifford and Judy Hewitt

to
me known to be the individual(s) described in and
who executed the within and foregoing instrument,
and acknowledged that they signed the same
as their free and voluntary act and deed, for
the uses and purposes therein mentioned.

Given under my hand and official seal this
16th day of April, 2024

David L. ...

Notary Public in and for the State of Washington,
residing at Port Angeles, WA

My appointment expires: 11/22/27

STATE OF WASHINGTON)
COUNTY OF CLALLAM) ss.

On this day of , 20 before me, the
under-signed, a Notary Public in and for the State of Washington, duly commissioned
and sworn, personally appeared

and , to me known to be the
President and Secretary, respectively, of the
corporation that executed the foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said corporation, for the uses
and purposes therein mentioned, and on oath states that
authorized to execute the said instrument and that the seal affixed is the corporate seal
of said corporation.

Witness my hand and official seal hereto affixed the day and year first above
written.

Notary Public in and for the State of Washington,
residing at

My appointment expires:



HEWITT, CLIFFORD AND JUDY
PIN 2501
TPN 123026121000
Right of Way Acquisition

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26;
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THENCE S72°31'34"E ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 165.13 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°18'37", AN ARC DISTANCE OF 88.28 FEET;
THENCE S85°50'11"E A DISTANCE OF 115.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 26°10'48", AN ARC DISTANCE OF 109.66 FEET TO THE THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°08'38", AN ARC DISTANCE OF 8.98 FEET;
THENCE N65°50'22"E A DISTANCE OF 15.45 FEET;
THENCE S24°09'38"E A DISTANCE OF 15.00 FEET;
THENCE S44°34'09"E A DISTANCE OF 12.20 FEET;
THENCE S32°59'50"E A DISTANCE OF 13.82 FEET;
THENCE S65°50'22"W A DISTANCE OF 21.83 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 280.09 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02°08'38", AN ARC DISTANCE OF 10.48 FEET;
THENCE N22°01'00"W A DISTANCE OF 40.09 FEET TO THE SOUTHERLY MARGIN OF BEAR CREEK COUNTY ROAD AND THE POINT OF BEGINNING.

EXHIBIT "B"
PIN 2505
RIGHT-OF-WAY
ACQUISITION

23
26 POINT OF COMMENCEMENT

S02°28'55"W
316.13'
S72°31'34"E
165.13'

S85°50'11"E 115.04'

BEAR CREEK ROAD

POINT OF BEGINNING

TEMPORARY POINT "A"

LINE	BEARING	DISTANCE
L1	N65°50'22"E	15.45'
L2	S24°09'38"E	15.00'
L3	N65°50'22"E	25.24'
L4	S24°09'38"E	25.09'
L5	S65°50'22"W	18.86'
L6	N32°59'50"W	13.82'
L7	N44°34'09"W	12.20'
L8	S12°33'45"E	13.35'
L9	N15°33'47"W	13.35'

2501
123026121000
HEWITT
CLIFFORD AND JUDY
1694 BEAR CREEK RD

SOUTH RIGHT OF WAY LINE
BEAR CREEK ROAD PER
LLSD VOL 1 PG 14

2505
123026128010
HEWITT
CLIFFORD AND JUDY
1904 BEAR CREEK RD

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	380.00'	88.28'	13°18'37"
C2	240.00'	118.64'	28°19'27"
C3	620.00'	93.31'	8°37'24"
C4	620.00'	32.28'	2°58'58"
C5	606.65'	31.58'	2°58'58"



FEE ACQUISITION
CONTAINS 963 S.F.

0 40 80

SCALE 1" = 40'

kpff

612 Woodland Square Loop SE,
Suite 100
Lacey, WA 98503

360.292.7230
www.kpff.com



SEE SHEET 2

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Temporary Easement

THE GRANTOR Clifford and Judy Hewitt

for and in consideration of \$10.00 and other valuable consideration grants and conveys to
**CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD
DEPARTMENT**

a temporary easement over, under, upon and across the hereinafter described lands, situate in the
County of Clallam, State of Washington, for the purpose of roads, slopes, drainage, clear zone and
utilities.

Being a portion of Tax Parcel No: 123026128010

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR
CREEK COUNTY ROAD.

Situate in County of Clallam, State of Washington.

MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED

together with the right at all times to the Grantee(s), its successors and assigns, for ingress to and egress from
said lands, across adjacent lands of the Grantor(s) for the purpose of construction of the project or work which
is the subject of this easement. The rights, title, privileges and authority hereby granted shall continue and be in
force until 12/31/2024 at which time all such rights, title, Privileges and authority hereby granted shall terminate.

Dated 4/16/24 20 24
Clifford and Judy Hewitt 4/16/24

GRANTOR:

GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me
Clifford and Judy Hewitt
to
me known to be the individual(s) described in and
who executed the within and foregoing instrument,
and acknowledged that they signed the same
as their free and voluntary act and deed, for
the uses and purposes therein mentioned.

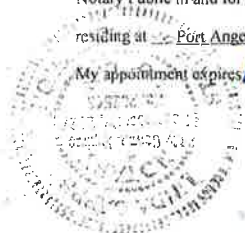
On this day of , 20 before me, the
under-signed, a Notary Public in and for the State of Washington, duly commissioned
and sworn, personally appeared
and , to me known to be the
President and Secretary, respectively, of the
corporation that executed the foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said corporation, for the uses
and purposes therein mentioned, and on oath states that
authorized to execute the said instrument and that the seal affixed is the corporate seal
of said corporation.

Given under my hand and official seal this
day of April, 2024.

Witness my hand and official seal hereto affixed the day and year first above
written.

Notary Public in and for the State of Washington,
residing at Port Angeles, WA
My appointment expires 11/22/27

Notary Public in and for the State of Washington,
residing at
My appointment expires:



HEWITT, CLIFFORD AND JUDY
PIN 2505
TPN 123026128010
TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26;
THENCE S02°28'55"W ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 316.13 FEET TO THE SOUTHERLY MARGIN OF BEAR CREEK COUNTY ROAD;
THENCE S72°31'34"E ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 165.13 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°18'37", AN ARC DISTANCE OF 88.28 FEET;
THENCE S85°50'11"E A DISTANCE OF 115.04 FEET TO THE A CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°19'27", AN ARC DISTANCE OF 118.64 FEET;
THENCE N65°50'22"E A DISTANCE OF 15.45 FEET;
THENCE S24°09'38"E A DISTANCE OF 15.00 FEET;
THENCE N65°50'22"E A DISTANCE OF 25.24 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N65°50'22"E A DISTANCE OF 85.74 FEE TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S24°10'07"E A DISTANCE OF 620.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°37'24", AN ARC DISTANCE OF 93.31 FEET;
THENCE S15°32'43"E A DISTANCE OF 13.35 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S15°32'43"E A DISTANCE OF 606.65 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°58'58", AN ARC DISTANCE OF 31.58 FEET;
THENCE N12°33'45"E A DISTANCE OF 13.35 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S12°33'45"E A DISTANCE OF 620.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°48'08", AN ARC DISTANCE OF 62.78 FEET;

THENCE S06°45'38"E A DISTANCE OF 12.81 FEET TO A NON-TANGENT CURVE
WHOSE RADIUS POINT BEARS S06°45'38"E A DISTANCE OF 607.19 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 03°17'18", AN ARC DISTANCE OF 34.85 FEET;
THENCE S10°02'56"E A DISTANCE OF 13.51 FEET TO A NON-TANGENT CURVE
WHOSE RADIUS POINT BEARS S10°02'56"E A DISTANCE OF 593.69 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 07°46'24", AN ARC DISTANCE OF 80.55 FEET;
THENCE N17°49'20"W A DISTANCE OF 18.00 FEET TO A NON-TANGENT
CURVE WHOSE RADIUS POINT BEARS S17°49'20"E A DISTANCE OF 611.69
FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 06°20'47", AN ARC DISTANCE OF 67.75 FEET;
THENCE S65°50'22"W A DISTANCE OF 57.80;
THENCE S24°09'38"E A DISTANCE OF 16.78 FEET;
THENCE S65°50'22"W A DISTANCE OF 27.94 FEET TO A POINT HEREINAFTER
REFERRED TO AS TEMPORARY POINT "A";
THENCE N24°09'38"W A DISTANCE OF 25.09 FEET TO THE POINT OF
BEGINNING.

TOGETHER WITH THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT AFOREMENTIONED TEMPORARY POINT "A";
THENCE S24°09'38"E A DISTANCE OF 38.97 FEET;
THENCE S65°50'22"W A DISTANCE OF 12.81 FEET;
THENCE N32°59'50"W A DISTANCE OF 39.43 FEET;
THENCE N65°50'22"E A DISTANCE OF 18.86 FEET TO THE POINT OF
BEGINNING.

1904

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Easement

THE GRANTOR Clifford and Judy Hewitt

for and in consideration of \$10.00 and other valuable consideration grants and conveys to
**CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD
DEPARTMENT**

an easement over, under, upon and across the hereinafter described lands, situate in the County of
Clallam, State of Washington, to the same extent and purpose as if the rights herein conveyed had been
acquired under Eminent Domain statutes of the State of Washington, for the purpose of roads, slopes,
drainage, clear zone and utilities.

Being a portion of Tax Parcel No:123026128010

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR
CREEK ROAD.

Situate in County of Clallam, State of Washington.

MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED.

Dated _____ 20 _____

GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me
Clifford and Judy Hewitt
to
me known to be the individual(s) described in and
who executed the within and foregoing instrument,
and acknowledged that they signed the same
as their free and voluntary act and deed, for
the uses and purposes therein mentioned.

Given under my hand and official seal this
day of April, 20 24

Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires: 11/22/27



GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day of _____, 20 _____ before me, the
under-signed, a Notary Public in and for the State of Washington, duly commissioned
and sworn, personally appeared _____
and _____, to me known to be the _____
President and _____ Secretary, respectively, of _____ the
corporation that executed the foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said corporation, for the uses
and purposes therein mentioned, and on oath states that _____
authorized to execute the said instrument and that the seal affixed is the corporate seal
of said corporation.

Witness my hand and official seal hereto affixed the day and year first above
written.

Notary Public in and for the State of Washington,

residing at _____

My appointment expires: _____

HEWITT, CLIFFORD AND JUDY
PIN 2505
TPN 123026128010
Right of way Acquisition

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26;
THENCE S02°28'55"W ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 316.13 FEET TO THE SOUTHERLY MARGIN OF BEAR CREEK COUNTY ROAD;
THENCE S72°31'34"E ALONG SAID SOUTHERLY MARGIN A DISTANCE OF 165.13 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°18'37", AN ARC DISTANCE OF 88.28 FEET;
THENCE S85°50'11"E A DISTANCE OF 115.04 FEET TO THE A CURVE TO THE LEFT HAVING A REDIUS OF 240.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°19'27", AN ARC DISTANCE OF 118.64 FEET;
THENCE N65°50'22"E A DISTANCE OF 15.45 FEET;
THENCE S24°09'38"E A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;
THENCE N65°50'22"E A DISTANCE OF 25.24 FEET TO A POINT HEREINAFTER REFERRED TO AS TEMPORARY POINT "A";
THENCE S24°09'38"E A DISTANCE OF 25.09 FEET;
THENCE S65°50'22"W A DISTANCE OF 18.86 FEET;
THENCE N32°59'50"W A DISTANCE OF 13.82 FEET;
THENCE N44°34'09"W A DISTANCE OF 12.20 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED TEMPORARY POINT "A" ON THE SOUTHERLY MARGIN OF BEAR CREEK COUNTY ROAD;
THENCE N65°50'22"E A DISTANCE OF 85.74 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S24°10'07"E A DISTANCE OF 620.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $08^{\circ}37'24''$, AN ARC DISTANCE OF 93.31 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $02^{\circ}58'58''$, AN ARC DISTANCE OF 32.28 FEET;

THENCE $S12^{\circ}33'45''E$ A DISTANCE OF 13.35 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS $S12^{\circ}33'45''E$ A DISTANCE OF 606.65 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $02^{\circ}58'58''$, AN ARC DISTANCE OF 31.58 FEET; THENCE $N15^{\circ}33'47''W$ A DISTANCE OF 13.35 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
PIN 2501
RIGHT-OF-WAY
ACQUISITION



LINE	BEARING	DISTANCE
L1	N65°50'22\"E	15.45'
L2	S24°09'38\"E	15.00'
L3	S44°34'09\"E	12.20'
L4	S32°59'50\"E	13.82'
L5	S65°50'22\"W	21.83'
L6	N22°01'00\"W	40.09'

2501
123026121000
HEWITT
CLIFFORD AND JUDY
1694 BEAR CREEK RD

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	380.00'	88.28'	13°18'37\"
C2	240.00'	118.64'	28°19'27\"
C3	240.00'	109.66'	26°10'48\"
C4	240.00'	8.98'	2°08'38\"
C5	280.09'	10.48'	2°08'38\"

kpff

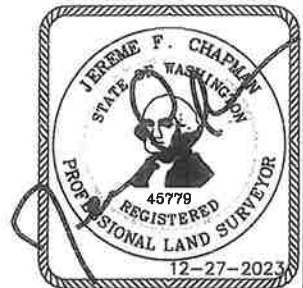
612 Woodland Square Loop SE,
Suite 100
Lacey, WA 98503

360.292.7230
www.kpff.com



FEE ACQUISITION
CONTAINS 1,107 S.F.

0 40 80
SCALE 1" = 40'





26
MAY 07 2024

AGENDA ITEM SUMMARY

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

Department: Public Works/Roads

WORK SESSION ☒ **Meeting Date:** 4/29/24

REGULAR AGENDA ☒ **Meeting Date:** 5/7/24

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 Right of Way Purchase |

Documents exempt from public disclosure attached: ☐

Executive summary:

There is a fish barrier project on Bear Creek Road. Clallam County is acquiring a small area as a permanent easement with a larger area needed as a temporary construction easement.

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

10-SCP24BrCrk

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

We recommend that the Commissioners review, approve and sign this agreement.

County Official signature & print name: Joe Donisi, Joe Donisi, P.E.

Name of Employee/Stakeholder attending meeting: Joe Donisi, Linda Capps

Relevant Departments: Roads

Date submitted: 04/17/2024

* 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)

COUNTY ROAD NAME Bear Creek Road CRP 544.23
NO. 20210
PROPERTY OWNERS Joel and Shauna Wilhelm

CLALLAM COUNTY ROAD DEPARTMENT
Land Purchase Agreement

In exchange for deeded land in the matter of the above said County Road Project, Clallam County shall provide the following:

273 S.F. Permanent Easement - \$80.55

3570 S.F. Temporary Construction Easement - 7 months - \$161.10

Trees to be removed - \$1500

Total \$1741.65

The area will be raked, seeded and mulched when construction is complete

The undersigned property owners hereby authorize and grant Clallam County the right to provide the above agreement, together with the right to enter upon their remaining lands as may be necessary to perform any of the above. There are no other agreements written or oral other than those stated herein.

Signed at Port Angeles, Washington this 12th day of Apr. 1, 2024

[Signature]
Property Owner

[Signature]
Property Owner

Property Owner

Property Owner

Address; Street or Box No.

Address; Street or Box No.

City State Zip

City State Zip

[Signature]
R/W Agent or Witness

R/W Agent or Witness

Reviewed By:

Approved By:

BOARD OF CLALLAM COUNTY COMMISSIONERS

[Signature] 4-15-24
Assistant Engineer Date

Mike French, Chair Date

[Signature] 4-15-24
County Engineer Date

Randy Johnson Date

[Signature] 4/24/24
Deputy Prosecuting Attorney Date

Mark Ozias Date

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Temporary Easement

THE GRANTOR Joel and Shauna Wilhelm

for and in consideration of \$10.00 and other valuable consideration grants and conveys to
**CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD
DEPARTMENT**

a temporary easement over, under, upon and across the hereinafter described lands, situate in the
County of Clallam, State of Washington, for the purpose of roads, slopes, drainage, clear zone and
utilities.

Being a portion of Tax Parcel No: 123023430510

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR
CREEK COUNTY ROAD.

Situate in County of Clallam, State of Washington.

MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED

together with the right at all times to the Grantee(s), its successors and assigns, for ingress to and egress from
said lands, across adjacent lands of the Grantor(s) for the purpose of construction of the project or work which
is the subject of this easement. The rights, title, privileges and authority hereby granted shall continue and be in
force until 12/31/2024 at which time all such rights, title, Privileges and authority hereby granted shall terminate.

Dated 4/12 20 24

GRANTOR:

GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me
Joel and Shauna Wilhelm
to
me known to be the individual(s) described in and
who executed the within and foregoing instrument,
and acknowledged that Joel and Shauna Wilhelm signed the same
as Joel and Shauna Wilhelm free and voluntary act and deed, for
the uses and purposes therein mentioned.

On this day of , 20 before me, the
under-signed, a Notary Public in and for the State of Washington, duly commissioned
and sworn, personally appeared , to me known to be the
President and Secretary, respectively, of the
corporation that executed the foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said corporation, for the uses
and purposes therein mentioned, and on oath states that
authorized to execute the said instrument and that the seal affixed is the corporate seal
of said corporation.

Given under my hand and official seal this
day of April, 2024.

Witness my hand and official seal hereto affixed the day and year first above
written.

Notary Public in and for the State of Washington,
residing at Port Angeles, WA

Notary Public in and for the State of Washington,

residing at

My appointment expires: 11/22/29



**WILHELM, JOEL AND SHAUNA
PIN 2445
TPN 123023430510
TEMPORARY CONSTRUCTION EASEMENT**

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK
COUNTY ROAD.
SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST
QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26;
THENCE S02°28'55"W ALONG THE WEST LINE OF SAID SUBDIVISION A
DISTANCE OF 285.07 FEET TO THE NORTHERLY MARGIN OF BEAR CREEK
COUNTY ROAD;
THENCE S72°31'34"E ALONG SAID NORTHERLY MARGIN A DISTANCE OF
173.16 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE
OF 13°18'37", AN ARC DISTANCE OF 81.31 FEET;
THENCE S85°50'11"E A DISTANCE OF 115.04 FEET TO A CURVE TO THE LEFT
HAVING A RADIUS OF 210.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE
OF 28°19'27", AN ARC DISTANCE OF 103.81 FEET;
THENCE N65°50'22"E A DISTANCE OF 109.69 FEET TO A NON-TANGENT
CURVE WHOSE RADIUS POINT BEARS S24°10'07"E A DISTANCE OF 665.00
FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 09°36'07" AN ARC DISTANCE OF 111.45 FEET TO THE POINT OF
BEGINNING;
THENCE N14°34'00"W A DISTANCE OF 18.73 FEET TO A NON-TANGENT
CURVE WHOSE RADIUS POINT BEARS S14°34'00"E A DISTANCE OF 683.73
FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 02°24'49" AN ARC DISTANCE OF 28.80 FEET;
THENCE N72°23'08"W A DISTANCE OF 10.57 FEET;
THENCE N38°16'06"W A DISTANCE OF 20.35 FEET TO A NON-TANGENT
CURVE WHOSE RADIUS POINT BEARS S18°16'51"E A DISTANCE OF 708.87
FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°53'59",
AN ARC DISTANCE OF 48.25 FEET;
THENCE S14°22'52"E A DISTANCE OF 10.18 FEET TO A NON-TANGENT CURVE
WHOSE RADIUS POINT BEARS S14°22'52"E A DISTANCE OF 698.69 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 02°03'45", AN ARC DISTANCE OF 25.15 FEET;

THENCE S12°19'07"E A DISTANCE OF 15.11 FEET TO A NON-TANGENT CURVE
WHOSE RADIUS POINT BEARS S12°19'07"E A DISTANCE OF 683.58 FEET ;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 07°31'09", AN ARC DISTANCE OF 89.71 FEET;
THENCE S04°47'57"E A DISTANCE OF 18.58 FEET TO SAID NORTHERLY
MARGIN AND TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS
S04°47'57"E A DISTANCE OF 665.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL
ANGLE OF 09°46'02", AN ARC DISTANCE OF 113.36 FEET TO THE POINT OF
BEGINNING.

EXHIBIT "B"
PIN 2445
TEMPORARY
CONSTRUCTION EASEMENT

SHEET 1 OF 2

2445

123023430510
 WILHELM
 JOEL AND SHAUNA
 1805 BEAR CREEK RD

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	350.00'	81.31'	13°18'37"
C2	210.00'	103.81'	28°19'27"
C3	665.00'	111.45'	9°36'07"
C4	683.73'	28.80'	2°24'49"
C5	708.87'	48.25'	3°53'59"
C6	698.69'	25.15'	2°03'45"
C7	683.58'	89.71'	7°31'09"
C8	665.00'	113.36'	9°46'02"

23
 26
 POINT OF COMMENCEMENT

S02°28'55"W
 285.07'

S72°31'34"E
 173.16'

S85°50'11"E
 175.04'

N24°10'07"W (R)

N65°50'22"E
 109.69'

C2 NORTH RIGHT OF WAY LINE
 SHOWN 15 FEET ± NORTH OF
 CENTERLINE AS-BUILT ROAD AT
 THE APPROXIMATE EDGE OF
 MAINTENANCE NO CONVEYANCE
 DOCUMENT FOUND FOR BEAR
 CREEK ROAD.

S14°22'52"E (R)
 S18°16'51"E (R)

S14°34'00"E (R)

S12°19'07"E (R)

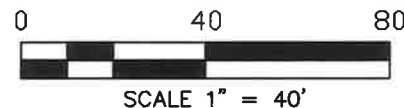
POINT OF BEGINNING

SOUTH RIGHT OF WAY LINE
 BEAR CREEK ROAD PER
 LLSD VOL 1 PG 14

LINE	BEARING	DISTANCE
L1	N14°34'00"W	18.73'
L2	N72°23'08"W	10.57'
L3	N38°16'06"W	20.35'
L4	S14°22'52"E	10.18'
L5	S12°19'07"E	15.11'
L6	S04°47'57"E	18.58'



TEMPORARY CONSTRUCTION
 EASEMENT CONTAINING
 3,570 S.F.



kpff

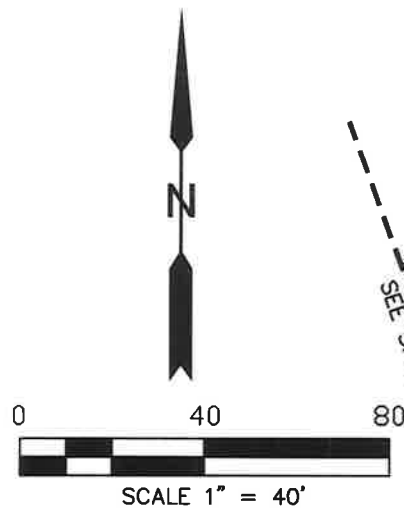
612 Woodland Square Loop SE,
 Suite 100
 Lacey, WA 98503

360.292.7230
www.kpff.com

SEE SHEET 2

EXHIBIT "B"
PIN 2445
TEMPORARY
CONSTRUCTION EASEMENT

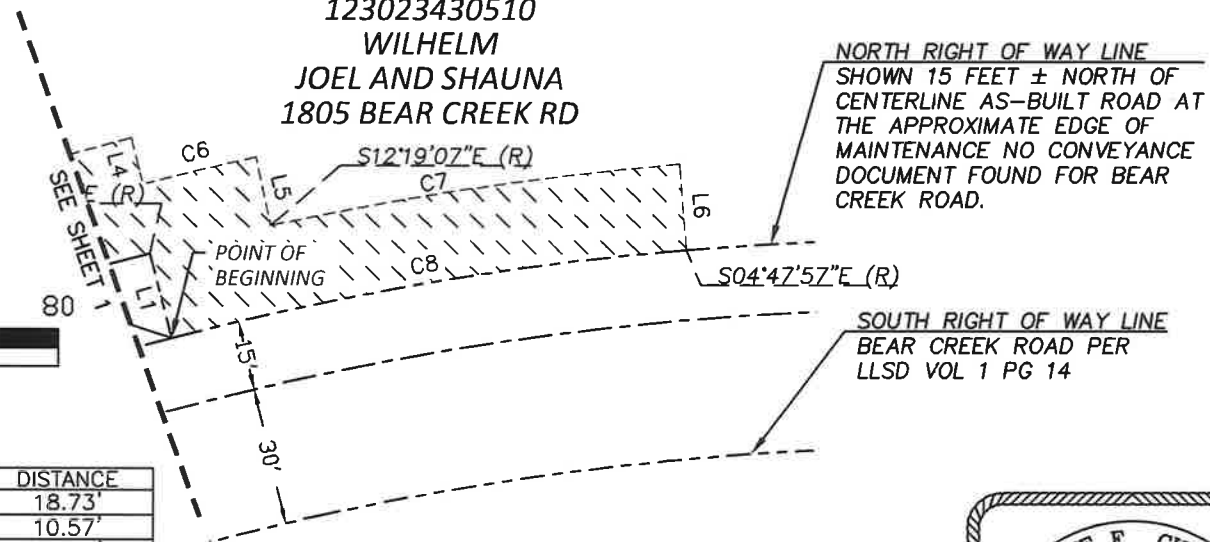
SHEET 2 OF 2



LINE	BEARING	DISTANCE
L1	N14°34'00"W	18.73'
L2	N72°23'08"W	10.57'
L3	N38°16'06"W	20.35'
L4	S14°22'52"E	10.18'
L5	S12°19'07"E	15.11'
L6	S04°47'57"E	18.58'

2445
 123023430510
 WILHELM
 JOEL AND SHAUNA
 1805 BEAR CREEK RD

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	350.00'	8'.31'	13°18'37"
C2	210.00'	103.81'	28°19'27"
C3	665.00'	111.45'	9°36'07"
C4	683.73'	28.80'	2°24'49"
C5	708.87'	48.25'	3°53'59"
C6	698.69'	25.15'	2°03'45"
C7	683.58'	89.71'	7°31'09"
C8	665.00'	113.36'	9°46'02"



TEMPORARY CONSTRUCTION
 EASEMENT CONTAINING
 3,570 S.F.



kpff

612 Woodland Square Loop SE,
 Suite 100
 Lacey, WA 98503

360.292.7230
www.kpff.com

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Easement

THE GRANTOR Joel and Shauna Wilhelm

for and in consideration of \$10.00 and other valuable consideration grants and conveys to
**CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD
DEPARTMENT**

an easement over, under, upon and across the hereinafter described lands, situate in the County of
Clallam, State of Washington, to the same extent and purpose as if the rights herein conveyed had been
acquired under Eminent Domain statutes of the State of Washington, for the purpose of roads, slopes,
drainage, clear zone and utilities.

Being a portion of Tax Parcel No:123023430510

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR
CREEK ROAD.

Situate in County of Clallam, State of Washington.

MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED.

Dated, 4/12 2024

GRANTOR:

STATE OF WASHINGTON)
COUNTY OF CLALLAM) ss.

On this day personally appeared before me
Joel and Shauna Wilhelm
to
me known to be the individual(s) described in and
who executed the within and foregoing instrument,
and acknowledged that they signed the same
as their free and voluntary act and deed, for
the uses and purposes therein mentioned.

Given under my hand and official seal this
12th day of April, 2024
DiL...

Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires: 11/22/27



Shauna Wilhelm

GRANTOR:

STATE OF WASHINGTON)
COUNTY OF CLALLAM) ss.

On this day of , 20 before me, the
under-signed, a Notary Public in and for the State of Washington, duly commissioned
and sworn, personally appeared
and
to me known to be the
President and Secretary, respectively, of the
corporation that executed the foregoing instrument, and acknowledged the said
instrument to be the free and voluntary act and deed of said corporation, for the uses
and purposes therein mentioned, and on oath states that
authorized to execute the said instrument and that the seal affixed is the corporate seal
of said corporation.

Witness my hand and official seal hereto affixed the day and year first above
written.

Notary Public in and for the State of Washington,

residing at

My appointment expires:

WILHELM, JOEL AND SHAUNA
PIN 2445
TPN 123023430510
Right of Way Acquisition

EXHIBIT "A"

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 NORTH, RANGE 12 WEST W.M. LYING NORTH OF BEAR CREEK COUNTY ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

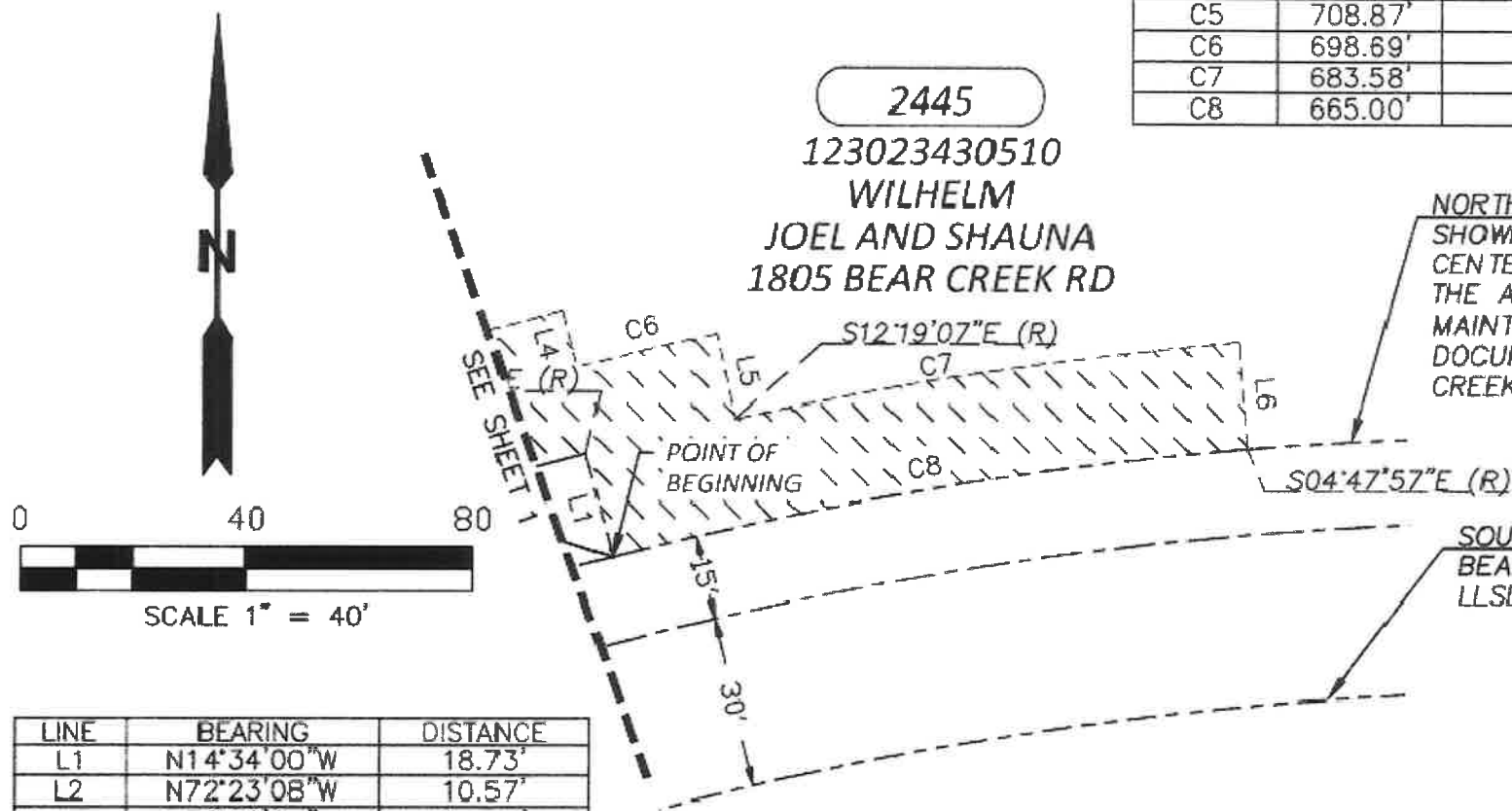
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE S02°28'55"W ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 285.07 FEET TO THE NORTHERLY MARGIN OF BEAR CREEK COUNTY ROAD;
THENCE S72°31'34"E ALONG SAID NORTHERLY MARGIN A DISTANCE OF 173.16 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°18'37", AN ARC DISTANCE OF 81.31 FEET;
THENCE S85°50'11"E A DISTANCE OF 115.04 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°19'27", AN ARC DISTANCE OF 103.81 FEET;
THENCE N65°50'22"E A DISTANCE OF 109.69 FEET TO A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS S24°10'07"E A DISTANCE OF 665.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°36'07" AN ARC DISTANCE OF 111.45 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N72°23'08"W A DISTANCE OF 34.02 FEET TO A NON-RADIAL CURVE WHOSE RADIUS POINT BEARS S16°58'49"E A DISTANCE OF 683.73 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°24'49" AN ARC DISTANCE OF 28.80 FEET;
THENCE S14°34'00"E A DISTANCE OF 18.73 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
PIN 2445
TEMPORARY
CONSTRUCTION EASEMENT

SHEET 2 OF

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	350.00'	81.31'	13°18'37"
C2	210.00'	103.81'	28°19'27"
C3	665.00'	111.45'	9°36'07"
C4	683.73'	28.80'	2°24'49"
C5	708.87'	48.25'	3°53'59"
C6	698.69'	25.15'	2°03'45"
C7	683.58'	89.71'	7°31'09"
C8	665.00'	113.36'	9°46'02"



LINE	BEARING	DISTANCE
L1	N14°34'00"W	18.73'
L2	N72°23'08"W	10.57'
L3	N38°16'06"W	20.35'
L4	S14°22'52"E	10.18'
L5	S12°19'07"E	15.11'
L6	S04°47'57"E	18.58'



612 Woodland Square Loop SE,
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 Lacey, WA 98503

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EXHIBIT "B"
PIN 2445
TEMPORARY
CONSTRUCTION EASEMENT

SHEET 1 OF

2445

123023430510

WILHELM
JOEL AND SHAUNA
1805 BEAR CREEK RD

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	350.00'	81.31'	13°18'37"
C2	210.00'	103.81'	28°19'27"
C3	665.00'	111.45'	9°36'07"
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C5	708.87'	48.25'	3°53'59"
C6	698.69'	25.15'	2°03'45"
C7	683.58'	89.71'	7°31'09"
C8	665.00'	113.36'	9°46'02"

23
 26
 POINT OF COMMENCEMENT

S02°28'55"W
 285.07'

S72°31'34"E
 173.16'

C1
 S85°50'11"E
 715.04'

N24°10'07"W (R)

N65°50'22"E
 109.69'

C2 NORTH RIGHT OF WAY LINE
 SHOWN 15 FEET ± NORTH OF
 CENTERLINE AS-BUILT ROAD AT
 THE APPROXIMATE EDGE OF
 MAINTENANCE NO CONVEYANCE
 DOCUMENT FOUND FOR BEAR
 CREEK ROAD.

S14°22'52"E (R)

S18°16'51"E (R)

S14°34'00"E (R)

S12°19'07"E (R)

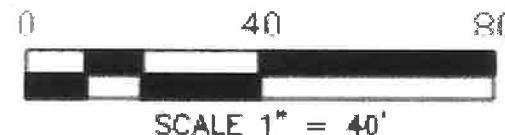
POINT OF BEGINNING

SOUTH RIGHT OF WAY LINE
 BEAR CREEK ROAD PER
 LLSD VOL 1 PG 14

LINE	BEARING	DISTANCE
L1	N14°34'00"W	18.73'
L2	N72°23'08"W	10.57'
L3	N38°16'06"W	20.35'
L4	S14°22'52"E	10.18'
L5	S12°19'07"E	15.11'
L6	S04°47'57"E	18.58'



TEMPORARY CONSTRUCTION
 EASEMENT CONTAINING
 3,570 S.F.



kpff

612 Woodland Square Loop SE,
 Suite 100
 Lacey, WA 98503

360.292.7230
www.kpff.com



2f
MAY 07 2024

AGENDA ITEM SUMMARY

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

Department: Information Technology

WORK SESSION ☒ **Meeting Date:** April 29th

REGULAR AGENDA ☒ **Meeting Date:** May 7th

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: The attached purchase order exceeds the signature limits of I.T. Director and County Administrator. We are requesting counter-signature by the BOCC chair of the attached purchase order for annual renewal of approved and budgeted County phone system maintenance & support, year 2 of 3, Term of 3/31/2024 through 3/30/25.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Request that the BOCC chair counter-signs the attached agreement.

County Official signature & print name:  MARK DOTEN

Name of Employee/Stakeholder attending meeting: MARK DOTEN

Relevant Departments: INFORMATION TECHNOLOGY

Date submitted: 04/23/2024

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

**Clallam County Information Technology Dept.**

223 E. 4th Street, Suite 13, Port Angeles, WA 98362

Mark Doten, Department Director 360-417-2345

PURCHASE ORDER

DATE:	4/18/2024	P.O. NUMBER:	IT20240418
VENDOR:	Carousel Industries	RFQ NUMBER:	RFQ2024-099
VENDOR #:	0031480	REQST. DEPT:	Info Tech
ADDRESS:	GSA Contr No GS-35F-0511T	REQST. NAME:	Mark Doten
PHONE:	800-401-0760	BARS CODE:	00100.411.51888.41.2006
VISA Charge			VOiP Licensing & Support

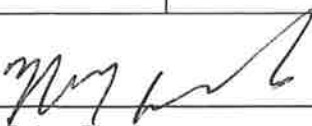
Purchasing Agent	Email	Phone
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TESS TEEL

tessteel@clallamcountywa.gov

360-417-2349

Item Number:	Quantity	Description	Unit Price	Total
	1	Avaya phone System Maintenace and Support Services Renewal	\$ 63,184.05	\$ 63,184.05
		Year 2 of 3, Term: 03/31/24 to 03/30/25		\$ -
		Price locked for subsequent renewal during the period fo 2023 to 2026		\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -


Mark Doten, Director, Information Technology

DELIVERY	
SUBTOTAL	\$ 63,184.05
WA SALES TAX	\$ 5,560.20
TOTAL	\$ 68,744.25

Mike French, Chair - Board of Clallam County Commissioners

Do not ship partial - Please ship complete unless otherwise notified. Direct questions to: Tess Teel, Information Technology Procurement: tess.teel@clallamcountywa.gov 360-417-2349



Avaya OneCloud Subscription Renewal for: CLALLAM COUNTY - MULTI SITE

Date Created:	3/2/2023	SUS Quote #	SUS701B9HV
Quote Expiration Date:	4/29/2023	Contract Dates:	3/31/23-3/30/26
SLF OPP:	31980	AE:	Pierre Guzman
		Quoted By:	A Anderson

Terms: Avaya OneCloud Subscription **Coverage Dates:** 3/31/23-3/30/26

IMPORTANT NOTE: Regardless of billing term and payment type Carousel Requires a signature and customer purchase order for the full contract billing amount. If this contract is cancelled mid-term, fees apply. See 3.2 Termination section of Avaya IX Subscription Licensing Supplement

Location	Support Code	Qty.	Support Description	Annual Price
ST 5137653 CLALLAM COUNTY HEALTH BUILDING, 3RD STREET BLDG, PORT ANGELES, WA, US, 98362	Software Subscription :			
	405418	1	UC CORE LIC FIXED SUBS ADJ LP	\$ -
			TOTAL :	\$ -
ST 5117014 CLALLAM COUNTY JUVENILE DETENTION, 1912 W 18TH ST, PORT ANGELES, WA, US, 98363	Software Subscription :			
	405418	1	UC CORE LIC FIXED SUBS ADJ LP	\$ -
			TOTAL :	\$ -
ST 5117017 CLALLAM COUNTY-ROADS, 1033 W LAURIDSEN BLVD, PORT ANGELES, WA, US, 98363	Software Subscription :			
	405418	1	UC CORE LIC FIXED SUBS ADJ LP	\$ -
			TOTAL :	\$ -
ST 5031613 CLALLAM COUNTY COURT HOUSE, 223 E 4TH ST, PORT ANGELES, WA, US, 98362-3015	Software Subscription :			
	405416	135	UC BASIC LIC FIXED SUBS ADJ LP	\$ 8,120.25
	405418	618	UC CORE LIC FIXED SUBS ADJ LP	\$ 55,063.80
	Subscription Entitlements :			
	403104	162	AVAYA SPACES ESSENTL USER SUB	\$ -
	403105	742	AVAYA SPACES BUSINESS USER SUB	\$ -
			TOTAL :	\$ 63,184.05

Total Annual Support cost:	\$ 63,184.05
8.8 % sales tax:	\$ 5,560.20
Annual Total =	\$ 68,744.25
Total 3YR Support cost including tax =	\$ 206,232.74

Avaya IX Subscription Licensing Supplement

Avaya IX Subscription defines a monthly price for a set term and includes the following:

- Software Right to Use
- Upgrade Advantage (UA) so customers always have access to the latest software releases
- Support Advantage (SA) Preferred

The Avaya IX Subscription R8 is available for new systems and upgrades to current release. Existing customers can convert into IX Subscription at R6.3, R7, and R8. Customers on older releases and CS1000 can convert into IX Subscription but must do so as part of an upgrade.

As of May 25, 2020, Upgrades to, New systems and Conversions to current Release 8 (UC /CC) will leverage the new OpEx Automation Architecture.

Avaya Aura® R6.3 and R7 licenses may also be converted to software subscription. Their feature entitlements will be limited to those available on such releases and are subject to Avaya Product Lifecycle Policy found at <https://downloads.avaya.com/css/P8/documents/100081098>

1. Avaya Subscription Licensing

Avaya Subscription Licensing is offered in bundles at a per license subscription price and which includes:

- License to use eligible software;
- Software Upgrade subscription entitlements; and
- Remote technical support entitlements.

Avaya IX Subscription Licensing includes a 20% overage above the contracted number of licenses. Customers have access to this overage during the contract period without any additional fees. Customers can grow beyond the overage by purchasing additional Avaya IX Subscription licenses which will be co-terminus with their existing Avaya IX Subscription order.

Support Advantage Preferred with Upgrade Advantage is included in the Avaya IX Subscription license fees. Support entitlements are contingent upon meeting the requirements and fulfilling the Customer responsibilities detailed in the Support Advantage Preferred Service Agreement Supplement. Details about Support Advantage Preferred can be found in the Service Description; Service Agreement Supplement document at

<https://downloads.avaya.com/css/appmanager/css/P8Secure/documents/101062743>

Each user or agent bundle is entitled to an Avaya IX Spaces user account during the Subscription Term where available. Avaya IX Spaces is a hosted offer and may not be available in all geographies. The customer needs to register on <http://avayaspaces.com> to activate the service. The Avaya IX Spaces offer is subject to the then-current Service Description and the Terms of Use set forth on the Avaya IX Spaces website, a copy of which is available at: <https://support.avaya.com/helpcenter/getGenericDetails?detailId=C2009223142629795043>

All entitlements of subscription such as 20% overage become available upon migration to or upgrade to Release 8.1.2

2 Conversion of Perpetual Licenses to Avaya IX Subscription Licenses

Avaya perpetual licenses may be surrendered as part of a conversion to Avaya IX Subscription. To be eligible for Investment Protection Program credits, perpetual licenses must be under a current contract for Avaya-provided maintenance support. At the time of conversion or upgrade to subscription, the End Users may convert their perpetual licenses into Subscription on a per system basis.

End Users will receive a credit for the quantity of eligible perpetual licenses converted to Subscription Licenses not to exceed the quantity of Avaya IX subscription licenses purchased.

Credits are applied as a reduction in the price of the Subscription License for the converted license for the initial Subscription Term of the Subscription License. If the initial Subscription Term of the Subscription Licenses is extended, the licenses will be renewed as subscription licenses at then-current rates. Investment Protection Program credits do not extend past the first subscription term.

Perpetual license quantity and type chosen to convert to Subscription Licenses will be deleted from the Avaya End User record of perpetual licenses at the time of upgrade and conversion. All rights granted by Avaya under these perpetual licenses shall immediately terminate upon conversion and Customer must return or destroy such perpetual licenses.

2.1 New and Add/Expansion

Subscription Licensing is supported for new licenses and add/expansions in accordance with Avaya's Product Lifecycle Policy found at <https://downloads.avaya.com/css/P8/documents/100081098>

2.2 Term and Invoice

The "Subscription License Term" of a Subscription License(s) is the specific term during which the Subscription License(s) will be available for the End User's use. The length of the term will be identified on the Customer order form.

- Subscription License Term options include 1 year, 3 year and 5 year.
- Invoice is in advance at invoicing frequency identified on the order form.
- Monthly or annual in advance invoicing options are available.

2.3 Pricing and Product Subscription Material Codes

Subscription Licenses are ordered and invoiced using specific material codes. Pricing will be provided per license type per user based on a Fixed Term Software Subscription basis.

3. General

3.1 Renewal of Coverage

Avaya Subscription Licensing will automatically renew at the end of the term for a similar term length at then current pricing unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If a customer is a direct Avaya customer located in the EU the Subscription Licenses will automatically renew for another year at then current pricing unless either party provides written notice of its intent not to renew such coverage at least 30 days prior to the renewal date. If shorter renewal terms are required by local country laws or regulations, the Subscription License will automatically renew for at least one year, or for the maximum term permitted by such local country laws or regulations, and Avaya will notify customer of same.

3.2 Termination

The Customer may terminate a subscription upon thirty (30) days written notice subject to termination fees equal to 50% of the Fixed Fees for the Fixed Term Software Subscription remainder of the Subscription License Term.

4. About this Document

This Subscription Licensing Supplement describes the Avaya Subscription Licenses for eligible software and supersedes all prior descriptions relating to Subscription Licensing. In the event of a conflict between this Subscription Licensing Supplement and the Subscription License Terms in the Customer's purchase agreement with Avaya, the terms and conditions of the Subscription Licensing Supplement will control.

Avaya EULA Acceptance Requirement: End User agrees to comply with and be bound by the Avaya Software License Terms ("EULA") located at <http://support.avaya.com/LicenseInfo>.

By signing below, Customer makes an offer to purchase the Products and/or Services above from Carousel. Carousel's acceptance of this offer to purchase shall be evidenced by the conversion of the Quote

Client Signature:



Signer's Title:

IT Director

Date:

4/23/21

**This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.*



3a
May 07 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 5-7-24**

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 – RFP opening |

Documents exempt from public disclosure attached: ☐

Executive summary:

BOCC called for request for proposals for hearing Examiner Services to be submitted no later than Tuesday, May 7, 2024 at 10 a.m.
Requesting to open the request for proposals for Hearing Examiner Services.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Open request for proposals for Hearing Examiner Services.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Date submitted: 4-22-24

* 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)

Hearing Examiner 5-7-24
Revised: 3-04-2019

3a
APR 09 2024

REQUEST FOR PROPOSALS/QUALIFICATIONS

The Board of Commissioners is seeking proposals from interested parties to provide Hearing Examiner services to Clallam County. Applicants should have experience with local land use laws and regulations and the hearing process.

Sealed proposals must be clearly marked on the outside of the envelope **"Hearing Examiner 2024 RFPQ Proposal."** The address for submitting proposals by US Mail is: Board of Clallam County Commissioners, 223 E 4th Street, Suite 4, Port Angeles, WA 98362. Proposals may also be hand-delivered to 223 E 4th Street, Room 150 (County Commissioner's Office), Port Angeles, Washington. **Proposals MUST be received by 10 a.m., Tuesday, May 7, 2024, whether by mail or hand delivery.** Submittals made in an incorrect format or received late will not be considered. Proposals will be opened publicly and acknowledged at the Board of Clallam County Commissioner's Meeting on Tuesday, May 7, 2024.

An informational RFPQ packet is available on the Clallam County website at <https://www.clallamcountywa.gov/920/Hearing-Examiner>. A hardcopy of the packet may be obtained Monday through Friday, 8:00 AM to 4:30 PM, at the Clallam County Board of Commissioners Office, 223 East 4th Street, Room 150, Port Angeles, Washington 98362, or by calling 360.417.2256 or email at loni.gores@clallamcountywa.gov

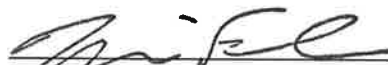
Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response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

PASSED THIS 9TH day of April, 2024

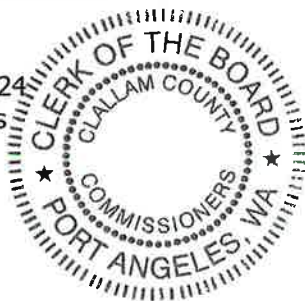
ATTEST:


Loni Gores, MMC, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS


Mike French, Chair

Publish: April 12 and 19, 2024
Bill: Board of Commissioners





36
May 07 2024

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 05/07/2024

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

BOCC issued an Invitation to Bid for McDonald Creek Irrigation and Fish Passage Improvement Project.

McDonald Creek Irrigation and Fish Passage Improvement will update the irrigation outtake and fish passage facility at the outtake of Agnew Irrigation District.

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?** ☐

Budgeted in 2024 budget

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

Open submitted bids and forward to Department of Community Development for review and recommendation to the BOCC.

County Official signature & print name: Bruce Emery

Bruce W. Emery

Name of Employee/Stakeholder attending meeting: Bruce Emery/Rebecca Mahan

Relevant Departments: DCD

Date submitted: 4/11/2024

* 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)

54
APR 02 2024

NOTICE OF INVITATION FOR BIDS

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 East Fourth Street, Room 150, Port Angeles, Washington until 10:00 a.m., Tuesday, May 7, 2024, at which time they will be publicly opened and read aloud for the **McDonald Creek Irrigation and Fish Passage Improvement Project**.

The work includes the improvement of irrigation infrastructure along McDonald Creek upstream (south) of the Highway 101 crossing and restoration of approximately 190 feet of the McDonald Creek stream channel to improve fish passage and habitat conditions and ensure reliability of water supply for irrigation. The project will improve water supply to a portion of the Agnew Irrigation District delivery system that is currently served through a diversion on McDonald Creek approximately 450 feet upstream of Highway 101.

Complete drawings and specifications may be obtained from the office of the Clallam County Community Development Department, Courthouse, 223 E. 4th St., Ste. 5, Port Angeles, WA 98362, (360) 417-2318. Questions regarding this project may be directed to Rebecca Mahan at (360) 417-2322.

The sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL for McDonald Creek Irrigation and Fish Passage Improvement Project**". Address bid proposal to: Board of Clallam County Commissioners, 223 E. 4th St., Ste. 4, Port Angeles, WA 98362 or hand-deliver to 223 E. 4th St., Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered, nor will bids received by facsimile or e-mail.

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

Clallam County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

The attached contract drawings, the contract provisions, and specifications for the above-described project are hereby

APPROVED THIS 2 DAY OF April, 2024

Randall A. Johnson
Mike French, Chair
Randy Dunsen vice

ATTEST:

L. Gores
Loni Gores, CMC, Clerk of the Board



Please Publish: Peninsula Daily News/Seattle Daily Journal of Commerce
Please Bill: Clallam County Department of Community Development

April 5, 12, 19
April 5, 12, 19



AGENDA ITEM SUMMARY

3C
May 07 2024

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

Department: DCD

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 5-7-24

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 – BID opening |

Documents exempt from public disclosure attached: ☐

Executive summary:

Request to open bids for review and recommendation to the BOCC on the Lower Dungeness River Floodplain Restoration and Levee/Road Realignment Project Phase 3 – 2024 Construction

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?)

Request to open bids for review and recommendation to the BOCC on the Lower Dungeness River Floodplain Restoration and Levee/Road Realignment Project Phase 3 – 2024 Construction.

County Official signature & print name: Bruce Emery Bruce Emery, DCD Director

Name of Employee/Stakeholder attending meeting: Board of Commissioners, DCD Department and Public Works/Road Department

Date submitted: 4-22-24

* 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)

Revised: 3-04-2019

NOTICE OF INVITATION FOR BIDS

3b
APR 09 2024

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 East Fourth Street, Room 150, Port Angeles, Washington until 10:00 a.m., Tuesday, **May 7, 2024**, at which time they will be publicly opened and read aloud for:

The work includes earthwork, guardrail installation, stormwater treatment, traffic control and staging, and other related work as part of the Lower Dungeness River Floodplain Restoration and Levee/Road Realignment Project – Phase 3 – 2024 Construction contract.

Complete plans and specifications may be obtained from the Clallam County web site at www.clallamcountywa.gov. Questions regarding this project may be directed to Gus Kays at (206) 695- 6941.

The sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL – Lower Dungeness River Floodplain Restoration and Levee/Road Realignment Project – Phase 3 – 2024 Construction**". Address bid proposal to: Board of Clallam County Commissioners, 223 E. 4th St., Ste. 4, Port Angeles, WA 98362 or hand-deliver to 223 E. 4th St., Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will bids received by facsimile or e-mail.

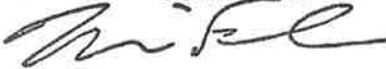
Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070 and reserves the right to reject any and all bids and to waive informalities in the process or to accept the bid which in its estimation best serves the interests of Clallam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

Clallam County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

The attached contract plans, these contract provisions and the Standard Specifications for the above-described project are hereby

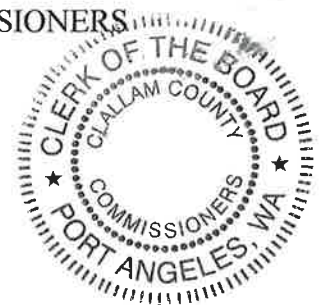
APPROVED THIS 9 DAY OF April, 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS


Mike French, Chair

ATTEST:


Loni Gores, CMC, Clerk of the Board



Please Publish: Peninsula Daily News/Seattle Daily Journal -
Please Bill: Clallam County DCD

4/12, 4/19 & 4/26



40
MAY 07 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 4-29-24

REGULAR AGENDA ☒ Meeting Date: 5-7-24

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:

Pursuant to RCW 84.24.230 and Clallam County Ordinance 958 – Clallam County Code Section 5.45, Clallam County adopted and imposed a property tax levy and created a special fund known as the Conservation Futures Fund to which all such levy proceeds shall be credited. The purpose of the fund is to acquire interest or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.

The conservation Futures Program Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded, make annual or more frequent recommendation to the Board of County Commissioners for projects to be funded as part of the Conservation Futures program and shall develop strategic, long-term plans for the program.

The Conservation Futures Board met on April 17, 2024, to review applications and make a recommendation to the Board of Commissioners.

The requested action is for the BOCC to review, approve, and sign a resolution authorizing an expenditure from the Conservation Futures Fund for the approved 2024 applications. Contract will be completed at a later date.

Budgetary impact:

Conservation Futures Fund:

Cameron Farm Estates, LLC up to \$630,000

Short Hill, LLC up to \$1,400,000

Troy A. Smith and Bennett L. Smith and Maple View Heritage, LLC up to \$630,000

Recommended action: Approve and sign resolution authorizing expenditure from the Conservation Futures Fund for the approved 2024 applications.

County Official signature & print name: Bruce Emery

A handwritten signature in blue ink, appearing to read "Bruce W. Emery", written over a horizontal line.

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Board of Commissioners; Finance- Mark Lane; Conservation Futures Board Chair- Babara Pappas; Department of Community Development- Donella Clark, Enrique Valenzuela

Date submitted: April 22, 2024

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

4-29-24 Agenda Item Summary
Revised: 3-04-2019



RESOLUTION _____, 2024
AUTHORIZING EXPENDITURES FROM THE
CONSERVATION FUTURES FUND FOR APPROVED 2024 APPLICATIONS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 84.24.230 and Clallam County Ordinance 958 – Clallam County Code Section 5.45, Clallam County adopted and imposed a property tax levy and created a special fund known as the Conservation Futures Fund to which all such levy proceeds shall be credited. The purpose of the fund is to acquire interest or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.
2. The statute requires the establishment of a Conservation Futures Program Advisory Board
3. The conservation Futures Program Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded, make annual or more frequent recommendation to the Board of County Commissioners for projects to be funded as part of the Conservation Futures program and shall develop strategic, long-term plans for the program.
4. The Conservation Futures Program Advisory Board received three applications from North Olympic Land Trust for Cameron Farm Estates, Inc, Short Hill, LLC, Troy A. Smith and Bennett L. Smith, and Maple View Heritage, LLC.
5. The Conservation Futures Board met on April 17, 2024, to review applications and make a recommendation to the Board of Commissioners.

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

1. Concurs in the recommendation of the Conservation Futures Program Advisory Board.
2. Authorizes a one-time expenditure from the Conservation Futures Fund total allocation not to exceed \$1,500,000, and to be allocated as follows:
 - 2.1. Cameron Farm Estates, LLC (Cameron Estates) up to \$630,000 now
 - 2.2. Short Hill, LLC (Heifer Farm North) up to \$870,000 now. If less funding is needed for Cameron Farm Estates, we recommend that the remaining funds be applied to Heifer Farm North, up to \$1,400,000 total
 - 2.3. If less funding is needed for the two properties above, we recommend that the remaining funds be applied to Troy A. Smith and Bennett L. Smith and Maple View Heritage, LLC up to a total of \$630,000

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

NORTH OLYMPIC Land Trust



Farms • Fish • Forests

602 E. Front St.
P.O. Box 2945 (mailing)
Port Angeles, WA 98362
Phone: (360) 417-1815
NorthOlympicLandTrust.org
info@nolt.org

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Wendy Clark-Getzin
Vice President

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John Willits, *emeritus/in*
memoriam

North Olympic Land
Trust is accountable:



- Sound Finances
- Ethical Conduct
- Responsible Governance
- Lasting Stewardship

March 11, 2024

Conservation Futures Program Advisory Board
Board of Commissioner's Office
223 East 4th Street, Suite 4
Port Angeles WA 98362-3015

Dear Conservation Futures Program Advisory Board,

North Olympic Land Trust is honored to present to you three applications for funding in our effort to conserve some of the highest quality and most threatened agricultural lands in Clallam County.

If successful, the outcome of this effort will be permanently protecting for farming Cameron Estates and the Heifer Farm, which consists of two properties (and two applications) under different ownership groups which we are calling Heifer Farm North and Heifer Farm South.

The Land Trust requests consideration from the Conservation Futures Program to provide partial funding for these efforts. Conserving these key farms advances the goals of the Conservation Futures Program and the County Comprehensive Plan by preserving prime agricultural soils, providing land and opportunities for future farmers, and extinguishing up to 30 development rights on lands best suited for agriculture. Each property is comprised of lots smaller than called for by zoning, which could be easily developed, and their rich local agricultural heritage lost forever.

Conserving the 133-acre Heifer Farm, currently under two separate ownerships, is integral to the operations of one of only two remaining dairies in the area, Maple View Farm.

Conservation of the 40-acre Cameron Estates will ensure that its 100% prime farmland soils remain available for agriculture into the future. The property is in the heart of a greater agricultural landscape, and is adjacent to No Goat Farm, currently being conserved with support from the Conservation Futures Program.

The Land Trust is a community-based nonprofit with a mission to conserve the land and natural resources that continue to be the foundation of our culture, economy, and way of life. Since 1990, the Land Trust has been dedicated to the conservation of open spaces, local food, local resources, healthy watersheds, and recreational opportunities. Over the past 34 years, the Land Trust has permanently protected more than 3,900 acres of land for farms, fish, and forests, including over 1,000 acres on 25 local farms.

With these applications, the Land Trust requests Clallam County to allocate up to \$2,660,000 of Conservation Futures funds toward the estimated total cost of \$5,701,500 (pending an appraisal) to conserve these farms. As with prior Land Trust applications to the Conservation Futures Program, these applications reflect the highest level of support possible for the fund. The Land Trust will aggressively seek additional support and with success the actual disbursement from Clallam County would be significantly lower than requested.

The current plan is to seek additional funding through the upcoming Legislative cycle of approximately \$2.5M from the State's Washington Wildlife and Recreation Program – Farmland Preservation program for these properties. We also intend to seek approximately \$2M from the USDA's Natural Resource Conservation Service's Agricultural Conservation Easement Program and allocate approximately \$450,000 of funding already secured by the Jamestown S'Klallam Tribe through the State's Floodplains by Design program toward the total project costs. Finally, we expect a community fundraising effort once purchase and sale agreements are signed to help cover any remaining costs.

Each of these future efforts would be greatly bolstered by strong, positive, support from Clallam County's Conservation Futures Program.

I would be happy to give a tour of the properties at your convenience and please do not hesitate to contact me or if you have any questions for the Land Trust. Thank you for your consideration.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Michael Auger', with a long, sweeping horizontal stroke extending to the right.

Michael Auger
Conservation Director

A. APPLICANT INFORMATION

1. Name of Applicant: North Olympic Land Trust
2. Mailing Address: P.O. Box 2945, Port Angeles, WA 98362
3. Property Address, if different from mailing address:

444 Towne Road
Sequim, WA 98362

4. Telephone: (360) 417-1815 ext. 7
5. Email Address: michael@northolympiclandtrust.org
6. Contact Person: Michael Auger, Conservation Director
7. Type of legal entity:

- ☐ individual
- ☒ corporation incorporated in the State of Washington (non-profit)
- ☐ general partnership created in the State of _____
- ☐ limited partnership created in the State of _____
- ☐ limited liability company created in the State of _____

8. LANDOWNER(S):

Legal Name: Cameron Farm Estates, Inc

Mailing address: 444 Towne Road, Sequim, WA 98382

Telephone/Fax/Email: pcameron@olypen.com

9. Are there any material facts or circumstances (e.g. pending litigation, bankruptcy, etc.) relating to any of the parties to the proposed transaction which have not been described and may potentially affect the transaction? ☐ Yes ☒ No If Yes, please explain:

This was confirmed with the landowners.

B. PROPERTY INFORMATION

1. Is the property within the Agricultural Retention Zone?

(X) Yes () No

What is the proximity to other conserved farmland?

Cameron Farm Estates (39 acres) is located in the Sequim-Dungeness Valley, at the corner of Woodcock and Towne Roads. Immediately to the west is No Goat Farm, which will be permanently conserved as farmland by the Land Trust, using Conservation Futures and other funding, at the end of March 2024. Cameron Farm Estates is actively farmed and zoned for Agricultural Retention. The property was divided into ~5 acre lots prior to this zoning being placed on the land.

Cameron Farm Estates



Agricultural Retention (AR) Zoning

 Cameron Farms Estates



Aside from the aforementioned No Goat Farm, the closest conserved farmland is about ½ a mile away, what we refer to as Historic Ward Farm to the northwest and River's Edge a little over ½ mile to the north.

There is additional conserved land (including farmland) nearby as shown on the map below. Cameron Farm Estates is shown in red, and lands conserved through Conservation Futures funding are outlined in yellow, and green depicts other conserved land.



The Land Trust has worked with partners to conserve farmland and habitat in the Lower Dungeness area since 1995 when our first conservation easement was placed on the Quacker Farm in the heart of the Lower Dungeness Basin. Partners include the Jamestown S’Klallam Tribe, Clallam County, the Land Trust, Clallam Conservation District, Washington Farmland Trust, Dungeness River Management Team, Washington Department of Fish and Wildlife, and private landowners. These efforts are aligned with the Clallam County Comprehensive Plan with a shared purpose to ensure lands best suited for farming can remain as farmland, those best suited for wildlife are available for the wildlife, and that the area retains its rural character.

In 2021, the Land Trust did an extensive study prioritizing farmland conservation possibilities that included recent analysis on the climate resilience of these lands. The study also considered zoning, soil type, water access, cultural and historic use, parcel

The property is 38.62 acres according to the County website, and is shown on the map below.

Source: Geo-Information Systems, Cambridge Geospatial, 2010. www.cambridgegeo.com
 2004-2005, 4410-4411, 4412 and the City of Cambridge

3. Are there any water rights associated with the parcels? (X) Yes () No

Please describe:

Yes, there are water rights associated with the parcels. There is water for a viable farming operation as the landowner is supplied irrigation water through the Dungeness Irrigation District and all of the parcels have access to this water.

4. Please indicate the percentage of "prime soil", as defined by the USDA Natural Resource Conservation Service, on the property:

() 0-49% () 50-75% (X) 76-100%

The property is 100% prime farmland soils as defined by the U.S. Department of Agriculture. There are 2 soil types on the property as shown on the map below.



5. Please describe the agricultural use of the land, including number of livestock, general description of crops or specialty crops etc.

The property has been leased to farmer Jason Swanberg since 2018 who uses the property primarily to grow hay. With the landowner's permission, Jason can sublease a portion of the property to farmer Troy Smith for a seed crop (such as spinach and swiss chard). Rotations of seed crops allow the soil to have an infusion of different nutrients and the following year the land is re-seeded back into hay.

There are currently no livestock on the property and no plans for it. If conserved, in order for livestock to use the property, use will be in accordance with a farm plan which is created and approved by the landowner and the Land Trust.

6. Please list all soil and water conservation practices and plans in effect on the property.

The farmers implement rotational planting conservation practices and regularly switch use between hay and seed crops. This rotational planting allows for the soil to receive a flush of nutrients, improving soil health.

7. Please identify any conservation practices that address climate change.

In 2021, North Olympic Land Trust and Jefferson Land Trust completed a study that included an analysis of the working farmland projected to be productive in light of our changing climate. The majority of this farm was identified as a Working Farms Conservation Opportunity within that climate resiliency analysis. This means that, when considering all the implications of a warming and changing climate, this farm is likely to retain its robust productive capacity for food and fiber, and is likely to continue to have adequate water supplies. By conserving this land, we are conserving land that should be more resilient with a changing climate regardless of conservation practices.

The southwestern and southeastern portions of this land is in a critical aquifer recharge area according to Clallam County. By protecting these areas, we are helping conserve the community's water by preventing pollution and maintaining supply. This is particularly critical due to water scarcity exacerbated by our changing climate. This is shown on the map below.

Cameron Farm Estates Aquifer Recharge



8. Please disclose all residences and buildings on the property

There are no structures on this property. When a conservation easement is placed, the landowner wishes to designate a one-acre portion in the NE corner of the property as a building envelope as shown below on the map. With this conservation easement, all permanent structures will need to be within the building envelope to ensure the prime agricultural soils on the remainder of the property are available to farm.

Cameron Farm Estates Proposed Building Envelope



9. Please provide a brief history of the property.

As the ice sheet retreated following the last Ice Age, what is now the Dungeness River basin formed and quality soils were deposited on this land. Post glaciation, prairies became a predominant ecosystem in this area. These prairies were maintained often through fire by ancestors of the S'Klallam people to provide open space and support vital plants for the community such as camas, then a staple food source.

When Arthur and Fanchon Towne immigrated to the area, they acquired 160 acres at the intersection of what is now Towne and Woodcock Roads. The Townes deeded a piece of the western portion of the farm to Clallam County and the State of Washington to help create Towne Road in 1930. In 1959, Val and Pearl Cameron purchased the western half of the Towne dairy farm to raise hay, and produce peas for the Seattle

market. In 1962, they began to lease the land for growing silage and hay. In 1976, Val and Pearl transferred the farm to Cameron Farm Estates, which is now owned by their children Pam and Bill Cameron.

10. Please describe how the farm is integrated/connected with the broader community/benefits to the community.

This farm is located in the heart of the greater agricultural landscape of the Dungeness Valley. The extensive open fields of this property contain prime farmland soils for agriculture and provide visual relief for traffic along Woodcock and Towne Roads. The property is also used by Trumpeter Swans (*Cygnus buccinators*). Trumpeter Swans are a protected species under state law and the Washington Department of Fish and Wildlife (WDFW) considers them priority species for conservation.

In addition, Val Cameron served as a Clallam County Commissioner in the late 1950s and early 60s, was the Irrigation Festival's Honorary Grand Pioneer in 2000, and was a founding Board member of North Olympic Land Trust in 1990.

C. VIABILITY OF PROPOSAL

1. Are there any anticipated or pending threats to convert the land to a non-agricultural use?

(X) Yes

() No

If Yes, please describe.

The property contains high-quality farmland with good access to irrigation water. It is zoned Agricultural Retention (AR), which calls for a minimum lot size of 16 acres. However, prior to this zoning being placed on the land, a minimum lot size of 5 acres was allowed. This property was divided into 8 five-acre lots prior to AR zoning being placed on the land and those lots were grandfathered in and remain today. Therefore, prior to a conservation easement being placed on the land, 8 homesites and their associated accessory dwelling units and infrastructure can be developed on these 40 acres.

The landowners have a strong desire to keep this land available for agriculture while also being fairly compensated for the potential development value on their land. They are interested in receiving an appraised fair-market offer to sell the Land Trust a conservation easement including all of the remaining development rights and intend to move forward with the transaction if the offer makes financial sense.

Understanding the potential need for future infrastructure to maintain a viable farm, the landowners would like to reserve a 1-acre building envelope on the property to allow for an associated residence and farm infrastructure. This would allow for the extinguishment of 7 development rights. The remaining 39 acres to be available for hay and crop production.

It is worth noting that the landowners own an additional 40 acres immediately to the south of the proposed conservation easement. At this time, that property is not being considered for permanent conservation.

2. Please describe your plan for stewardship of this farmland.

The landowner's current plan is to continue leasing the farmland to Jason Swanberg. The conservation easement purchased on the property would be associated with a farm plan created by the landowner and the Land Trust, that the Land Trust would monitor assuring quality stewardship of the land. Securing this conservation easement will help ensure this important farmland remains viable.

As the Land Trust places a conservation easement on the property, a baseline documentation report will be created, and the Land Trust and the current and future landowners will be entered into a permanent, binding relationship to ensure that the property's documented current agricultural and conservation values are maintained and improved. To fund the Land Trust's costs associated with monitoring and enforcement,

the Land Trust maintains an invested Stewardship Fund to endow its conservation easement stewardship costs. Currently, to support the monitoring and enforcement costs of the Land Trust's 83 permanent conservation easement and 12 fee-owned properties, the fund has a value of over \$1.7 million. Additional funds are added for each new stewardship obligation. When this property is conserved, the Land Trust will add an additional \$40,000 to the Stewardship Fund to address the additional obligations.

North Olympic Land Trust is nationally accredited with the Land Trust Accreditation Commission. This means we follow all of the Land Trust Alliance's ethical and technical guidelines for responsible land trust operations and are audited regularly to ensure compliance. In addition, North Olympic Land Trust is a member of the Terrafirma insurance program. This insurance pool was created by land trusts across the country to provide robust legal defense funds for any potential easement violations. Both of these contribute to our promise of being around forever and stewarding each and every property well.

3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund? (X) Yes () No If Yes, please describe.

In addition to the Clallam County Conservation Futures Fund, the Land Trust will seek funding from the State's Washington Wildlife and Recreation Program - Farmland Preservation (WWRP - Farmland). This fund could cover up to 45% of eligible costs, including acquisition, due diligence, and transactional costs. This proposal is due on May 1, 2024. Statewide rankings are expected by the end of October 2024. Funding will be allocated to the ranked list through the 2025-2027 biannual capital budget to be created by the Legislature and approved by the Governor in mid-2025.

The Land Trust currently has support for this project through the State's Floodplains by Design program in a grant secured by the Jamestown S'Klallam Tribe that we intend to use toward the due diligence, transaction costs, and easement acquisition for this property.

If the Land Trust is successful in securing funding from WWRP, the amount necessary from the Conservation Futures Fund would drop dramatically. This is similar to the scenario that occurred for the recent Mid Valley Farm and Dungeness Hub projects. However, if the Land Trust is unsuccessful with its WWRP request, the need from Conservation Futures is reflected in the request level below.

If these funding requests are successful, it is expected that this purchase would occur mid-2025 and County funds would not be needed until they are placed in an escrow account just prior to closing.

Finally, the Land Trust intends to seek funding from the local community toward this and other upcoming farmland conservation projects late in the easement acquisition process.

4. Please share the economic viability of the farming business. Attach the landowner's business plan if available.

Cameron Farm Estates has no business plan. The economic viability of farming is dependent upon having farmers to farm the property, similar to the current lease and sublease situation and having irrigation water, which this property has.

5. How long has the current farmer been farming this property and what are their plans to continue farming this property into the future? Please attach a farm plan for expected use of this property.

While there is currently no written farm plan for Cameron Farm Estates, Jason Swanberg has successfully farmed this land for years, and the plan, if finances allow, is for this land to be leased for farming for the foreseeable future.

There is currently no farm plan, but prior to closing the conservation easement, a farm plan will be created and approved by the landowner and North Olympic Land Trust.

6. Project Funding: Please disclose all funding sources and expected amounts from each source necessary for the completion of the Conservation Project (see table below).

North Olympic Land Trust is requesting **up to \$630,000** from the Conservation Futures Fund toward the acquisition of a permanent conservation easement on the Cameron Farm Estates. With success with the WWRP application discussed above, this amount would decrease substantially. In no scenario, would Clallam County be obligated for more than 46% of the project costs.

The budget below reflects the Land Trust's current assumptions for the acquisition of this easement. The estimated value of the easement is the largest and most variable cost associated with this sort of project. The value shared below is based on the high-end of our estimate, and prior to the purchase will be determined by an independent 3rd-party appraisal that will be verified by an independent 4th-party review appraisal.

Project Name	Acquisition	O & M *	Totals	% Match (maximum)
Conservation Futures Commitment	\$630,000	—	\$630,000	46%
Sponsor Contribution	\$745,500	—	\$745,500	54%
Estimated Total Cost	\$1,375,500	—	\$1,375,500	Total match provided is 54%

* Not covered for farm easements.

A more detailed budget is below.

Budgeted Costs	Total	Conservation Futures Request	Secured or to be secured from other sources*
Estimated Hi-End Easement Cost	\$1,260,000	\$630,000	\$630,000
Transaction Costs (Closing)	\$29,000	—	\$29,000
Due Diligence (Appraisals, Survey, Legal Review, Env Assessment)	\$46,500	—	\$46,500
Allocated to Land Trust Stewardship Fund	\$40,000	—	\$40,000
Total	\$1,375,500	\$630,000	\$745,500
Match		46%	54%

* The Land Trust currently has funding on hand for due diligence, and some transaction and easement purchase costs from the State's Floodplains by Design Program, via a grant through the Jamestown S'Klallam Tribe. The Land Trust intends to seek funding for this project also from the State's Washington Wildlife and Recreation Program - Farmland Preservation (WWRP). If funding is successful WWRP the necessary funds from Clallam County would decrease significantly. In addition, the Land Trust will engage in additional private fundraising later in the conservation process.

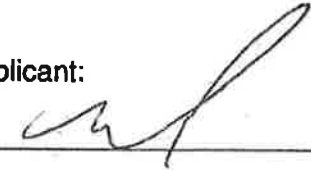
D. APPLICATION AGREEMENT

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

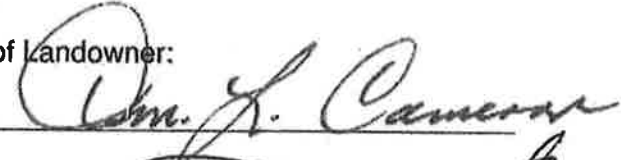
Dated at PORT ANGELES WA, on the 11 day of MARCH, 2024
(City) (State)

Name and Signature of Applicant:

MICHAEL AULL 

Name and Signature of Landowner:

William L. Cameron


PAMELA CAMERON 

APPLICATION INSTRUCTIONS – GENERAL GUIDELINES

APPLICATION DEADLINE:

Applications must be received at the Department of Community Development Office, 223 East 4th Street, Suite 5, Port Angeles WA 98362-3015 (Clallam County Courthouse, main level, Suite 5) until

12 p.m., Monday March 11, 2024

The Clallam County Conservation Futures Program Advisory Board will review applications in a public meeting as determined at the Clallam County Courthouse, Commissioner's Boardroom 160. Applicants will be notified and attendance by the applicant's representative is required for presentation and questions. Following review, Clallam County Conservation Futures Program Advisory Board will forward its recommendation to the Board of County Commissioners.

APPLICATION SUBMITTAL INFORMATION:

Submit the **original application and one copy to:**

Conservation Futures Program Advisory Board
Department of Community Development
223 East 4th Street, Suite 5
Port Angeles WA 98362-3015

All copies need to be single sided and not stapled and no folders. All documents and brochures must be printed on 8.5 x 11 letter size paper to be accepted. Documents delivered to other offices and received late by the Department of Community Development will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

CONTACT INFORMATION:

Questions can be directed to the Conservation Futures Coordinator by email at Enrique.valenzuela@clallamcountywa.gov or phone 360-417-2322

Clallam County Conservation Futures Program Advisory Board website can be found at this link: [Conservation Futures Program Advisory Board \(CFPAB\) | Clallam County, WA \(clallamcountywa.gov\)](https://www.clallamcountywa.gov/conservation-futures-program)

A. APPLICANT INFORMATION

1. Name of Applicant: North Olympic Land Trust
2. Mailing Address: P.O. Box 2945, Port Angeles, WA 98362
3. Property Address, if different from mailing address:

414 Lamar Lane

Sequim, WA 98362

4. Telephone: (360) 417-1815 ext. 7
5. Email Address: michael@northolympiclandtrust.org
6. Contact Person: Michael Auger, Conservation Director
7. Type of legal entity:
- () individual
- (X) corporation incorporated in the State of Washington (non-profit)
- () general partnership created in the State of _____
- () limited partnership created in the State of _____
- () limited liability company created in the State of _____

8. LANDOWNER(S):

Legal Name: Short Hill, LLC

Mailing address: 97 Black Forest Run, Douglasville, GA 30134

Telephone/Fax/Email: 770-778-1587

9. Are there any material facts or circumstances (e.g. pending litigation, bankruptcy, etc.) relating to any of the parties to the proposed transaction which have not been described and may potentially affect the transaction? () Yes (X) No If Yes, please explain:

This was confirmed with the landowner.

1. Is the property within the Agricultural Retention Zone?

What is the proximity to other conserved farmland?

Heifer Farm



The Historic Ward Farm (to the southeast) and River's Edge (to the east) are the closest currently conserved working farms and each are about a ½ mile away. Immediately to the east of Heifer Farm is a wetland property owned by Northern Conservation Farm, Inc. for conservation purposes. Additional conserved land is nearby as shown on the map below. Heifer Farm is shown in red, and conserved lands are highlighted in green. Farmland conserved with funding from the Clallam Conservation Futures Fund is shown in yellow.



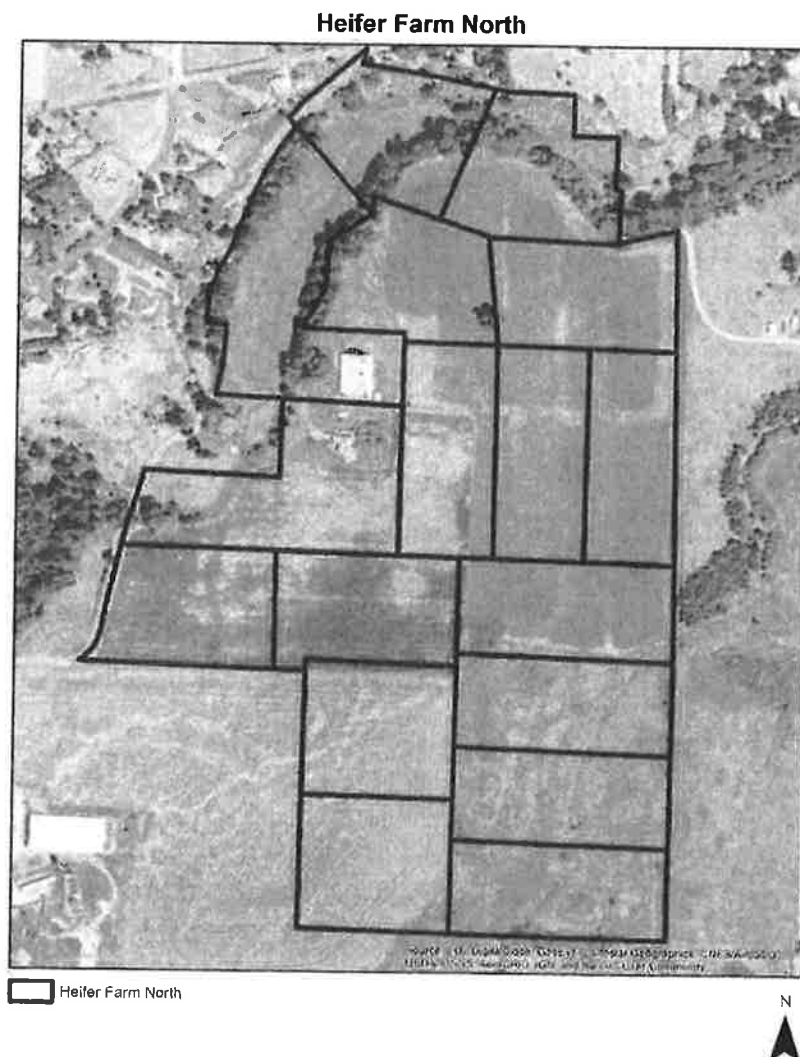
The Land Trust has worked with partners to conserve farmland and habitat in the Lower Dungeness area since 1995 when our first conservation easement was placed on the Quacker Farm in the heart of the Lower Dungeness Basin. Partners include the Jamestown S’Klallam Tribe, Clallam County, the Land Trust, Clallam Conservation District, Washington Farmland Trust, Dungeness River Management Team, Washington Department of Fish and Wildlife, and private landowners. These efforts are aligned with the Clallam County Comprehensive Plan with a shared purpose to ensure lands best suited for farming can remain as farmland, those best suited for wildlife are available for the wildlife, and that the area retains its rural character.

In 2021, the Land Trust did an extensive study prioritizing farmland conservation possibilities that included recent analysis on the climate resilience of these lands. The study also considered zoning, soil type, water access, cultural and historic use, parcel layout, threat, current and potential use, aesthetic and scenic value, and other knowledge regarding the properties appropriateness as farmland. That study prioritized the Heifer Farm in the top tier of Clallam County farmland for conservation.

2. Please attach a legal description of the land, recent title report, and copies of any survey maps of the property. (Size and shape)

The title report is attached, which includes a legal description and surveys. If this property is conserved, an updated survey would be completed.

The property to be conserved is 84.94 acres according to the County website, and is shown on the map below.



3. Are there any water rights associated with the parcels? (X) Yes () No

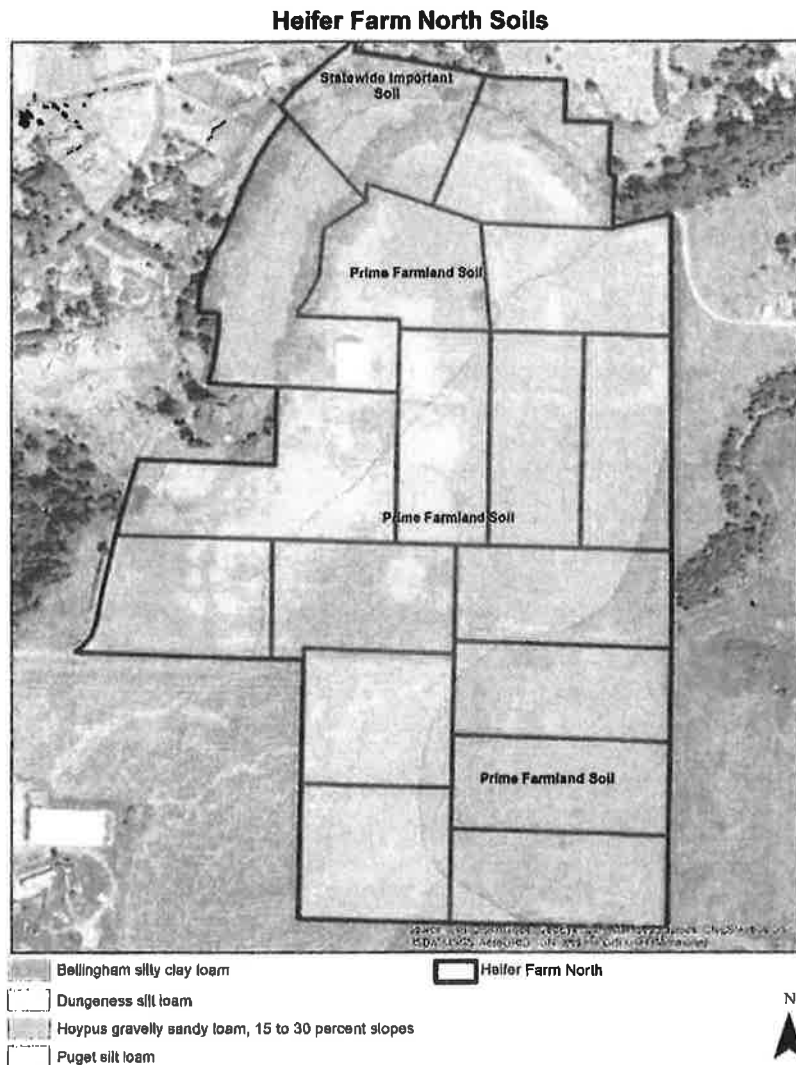
Please describe:

Yes. The property has a water right which is used to irrigate all of the lots on the property.

4. Please indicate the percentage of "prime soil", as defined by the USDA Natural Resource Conservation Service, on the property:

() 0-49% () 50-75% (X) 76-100%

The property contains 92% prime farmland soils as defined by the U.S. Department of Agriculture. The remaining 8% of the property are rated farmland soils of statewide importance. Therefore, 100% of the property contains high quality farmland soils. There are 4 soil types on the property as shown on the map below.



5. Please describe the agricultural use of the land, including number of livestock, general description of crops or specialty crops etc.

Maple View Farm which was founded in 1996, is one of the two remaining dairies in Clallam County and has leased this since the current landowner purchased the property in 2018, and for many years prior to that. They cultivate mostly hay and corn to support the nearby Heifer Farm South property and the dairy itself at Washington Harbor. Intermittently, the property is planted in small areas with crops such as spinach.

There are currently no livestock on the property and no plans for it. If conserved, in order for livestock to use the property, use will be in accordance with a farm plan which is created and approved by the landowner and the Land Trust.

6. Please list all soil and water conservation practices and plans in effect on the property.

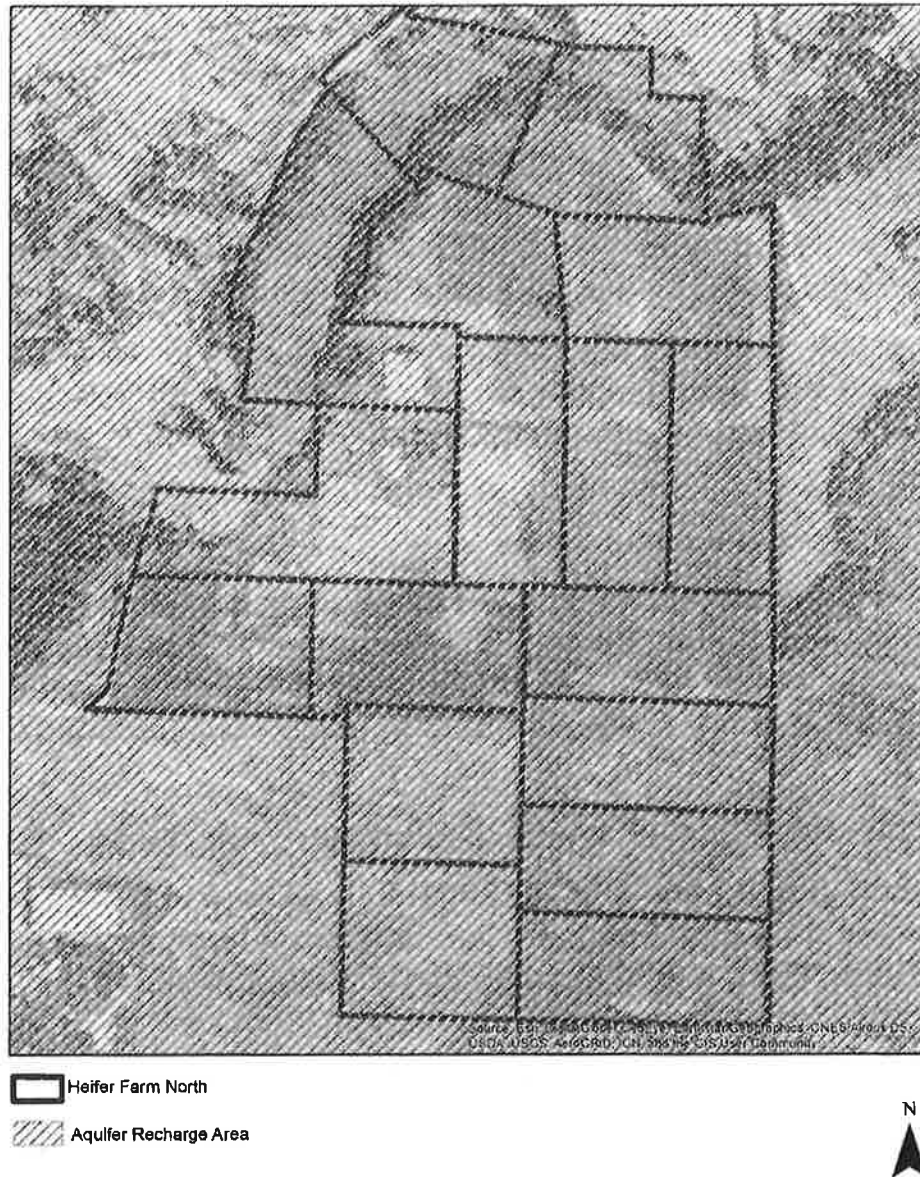
The farmer implements cover cropping and rotational planting conservation practices. Cover crops prevent bare soils, reducing soil loss and increasing soil organic matter over time, resulting in improvements in soil structure, stability, and increased moisture and nutrient holding capacity for plant growth. Crop rotation helps maintain soil fertility.

7. Please identify any conservation practices that address climate change.

In 2021, North Olympic Land Trust and Jefferson Land Trust completed a study that included an analysis of the working farmland projected to be productive in light of our changing climate. This farm was identified as a Working Farms Conservation Opportunity within that climate resiliency analysis. This means that, when considering all the implications of a warming and changing climate, this farm is likely to retain its robust productive capacity for food and fiber, and is likely to continue to have adequate water supplies. By conserving this land, we are conserving land that should be more resilient with a changing climate regardless of conservation practices.

This land is completely within a critical aquifer recharge area according to Clallam County. By protecting these areas, we are helping conserve the community's water by preventing pollution and maintaining supply. This is particularly critical due to water scarcity exacerbated by our changing climate. This is shown on the map below.

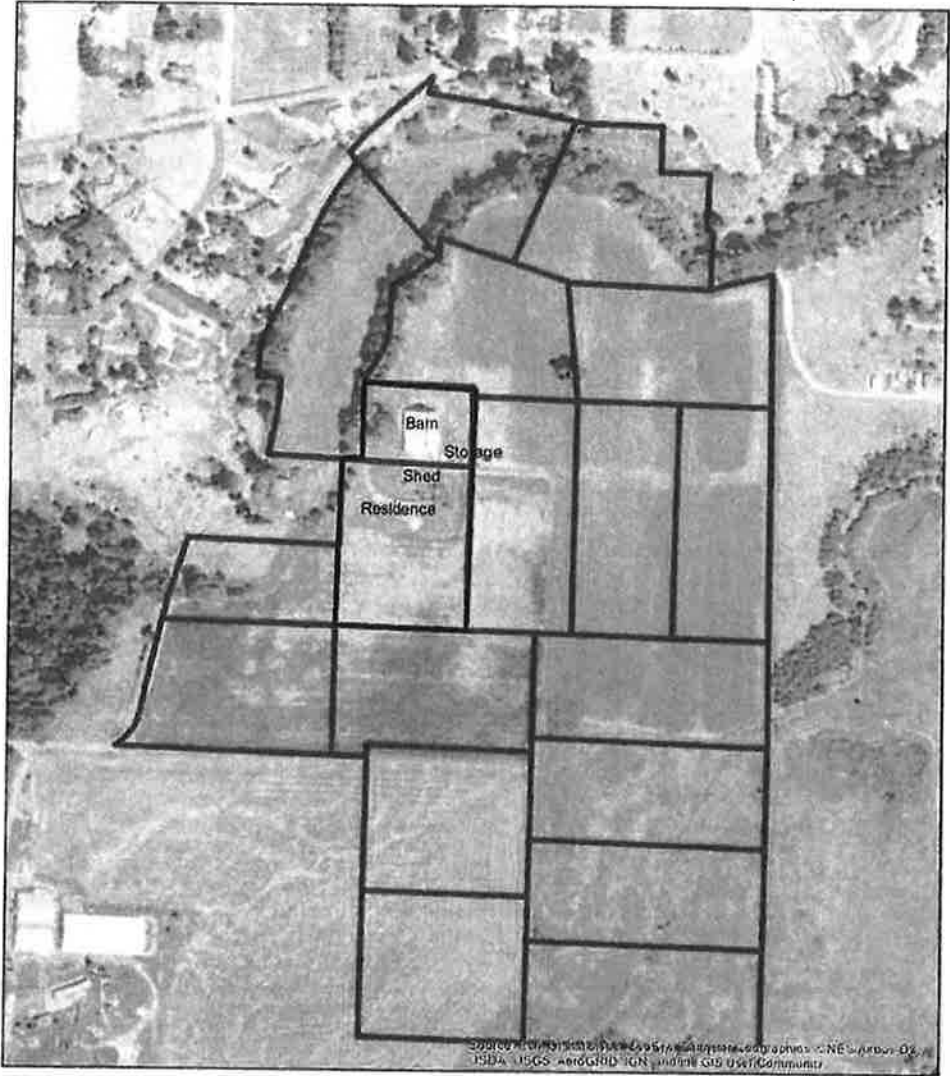
Heifer Farm North Aquifer Recharge



8. Please disclose all residences and buildings on the property

The property includes a barn, a residence, a shed and a storage structure as permanent structures. All are included in the proposed 6.5-acre building envelope, shown below on the maps. There are also two temporary greenhouses on the property, also within the proposed building envelope.

Heifer Farm North - Proposed Building Envelope



-  Heifer Farm North
-  Proposed Building Envelope





Closeup of proposed building envelope, showing existing buildings



Barn



Residence (photo courtesy of Clallam County website)



Shed



Shop



Temporary Greenhouses

9. Please provide a brief history of the property.

As the ice sheet retreated following the last Ice Age, what is now the Dungeness River basin formed and quality soils were deposited on this land. Post glaciation, prairies became a predominant ecosystem in this area. These prairies were maintained often through fire by ancestors of the S'Klallam people to provide open space and support vital plants for the community such as camas, then a staple food source.

The farm was settled in 1859 and later homesteaded by Henry Lotzgesell. Henry and his wife Gertrude immigrated from Germany and worked this land along with their 10 children. Over the next 15 decades, the property was farmed by 5 generations of Lotzgesells. In 2018, Short Hill LLC purchased the land from the Lotzgesell Family and continued the farming tradition on this land with a lease to Maple View Farm.

10. Please describe how the farm is integrated/connected with the broader community/benefits to the community.

The Heifer Farm is one of the region's remaining iconic farms. Pictures of this farm are featured on numerous postcards, websites, and in print. As one of the oldest farms in the area, it has a rich documented history as the large Lotzgesell family was prominent

in the community. Two Lotzgesell family members (Henry 1910s and 1920s, & Dick 1970s) were County Commissioners.

Today, the Heifer Farm is integral to the Maple View Farm, one of the last two dairies in Clallam County. Heifer Farm North provides the dairy with silage, and occasional income from seed crops. Heifer Farm South provides the same in addition to housing the infrastructure for the dairy's youngest cows.

Additionally, Trumpeter Swans (*Cygnus buccinators*) regularly use this and the adjacent land during the winter. Trumpeter Swans are a protected species under state law and the Washington Department of Fish and Wildlife considers them priority species for conservation.

C. VIABILITY OF PROPOSAL

1. Are there any anticipated or pending threats to convert the land to a non-agricultural use?

(X) Yes

() No

If Yes, please describe.

The property contains among the highest quality farmland in Clallam County, with good access to water. It is zoned Agricultural Retention (AR), which calls for a minimum lot size of 16 acres. However, prior to this zoning being placed on the land, a minimum lot size of 5 acres was allowed. This property was divided into 17 five-acre lots prior to AR zoning being placed on the land and those lots were grandfathered in and remain today. Therefore, prior to a conservation easement being placed on the land, an additional 16 homesites and their associated accessory dwelling units and infrastructure could be developed on this property.

The current landowner purchased the property in order to both enjoy its peaceful agrarian aesthetic, and as an investment. Since purchasing the land, they have learned about conservation easements and are very interested in maintaining the property's agricultural values while also being made whole on their investment. They are interested in receiving an appraised fair-market offer to sell the Land Trust a conservation easement including all of the remaining development rights and intend to move forward with the transaction if the offer makes financial sense.

The landowners, understanding the need for future infrastructure to maintain a viable farm, have agreed to an approximately 6.5-acre building envelope on the property, which allows for existing and future infrastructure, as shown on the map. This would allow for 16 development rights to be extinguished and leaves the rest of the farm without permanent structures and available to crop production in perpetuity.

2. Please describe your plan for stewardship of this farmland.

The landowner's current plan is to continue the farmland lease with Maple View Farm and remain an integral part of the entire Heifer Farm. The conservation easement purchased on the property would be associated with a farm plan that the Land Trust would monitor assuring quality stewardship of the land. Securing this conservation easement will help ensure this important farmland and the associated dairy remain viable.

As the Land Trust places a conservation easement on the property, a baseline documentation report will be created, and the Land Trust and the current and future landowners will be entered into a permanent, binding relationship to ensure that the property's documented current agricultural and conservation values are maintained and improved. To fund the Land Trust's costs associated with monitoring and enforcement, the Land Trust maintains an invested Stewardship Fund to endow its conservation easement stewardship costs. Currently, to support the monitoring and enforcement

costs of the Land Trust's 83 permanent conservation easement and 12 fee-owned properties, the fund has a value of over \$1.7 million. Additional funds are added for each new stewardship obligation. When this property is conserved, the Land Trust will add an additional \$40,000 to the Stewardship Fund to address the additional obligations.

North Olympic Land Trust is nationally accredited with the Land Trust Accreditation Commission. This means we follow all of the Land Trust Alliance's ethical and technical guidelines for responsible land trust operations and are audited regularly to ensure compliance. In addition, North Olympic Land Trust is a member of the TerraFirma insurance program. This insurance pool was created by land trusts across the country to provide robust legal defense funds for any potential easement violations. Both of these contribute to our promise of being around forever and stewarding each and every property well.

3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund? (X) Yes () No If Yes, please describe.

In addition to the Clallam County Conservation Futures Fund, the Land Trust will seek funding from:

- The State's Washington Wildlife and Recreation Program - Farmland Preservation (WWRP - Farmland). This fund could cover up to 45% of eligible costs, including acquisition, due diligence, and transactional costs. This proposal is due on May 1, 2024. Statewide rankings are expected by the end of October 2024. Funding will be allocated to the ranked list through the 2025-2027 biannual capital budget to be created by the Legislature and approved by the Governor in mid-2025.
- The U.S. Department of Agriculture's Agricultural Conservation Easement Program - Agricultural Land Easement (ACEP-ALE). This fund could cover up to 50% of acquisition costs. The next application date has not yet been announced, but should occur in late 2024 with results announced in the spring of 2025.

If the Land Trust is successful in securing both of these competitive grants, the amount necessary from the Conservation Futures Fund would drop dramatically, which occurred for the recent Mid Valley Farm and Dungeness Hub projects. However, if the Land Trust is successful with only one of these proposals, the need from Conservation Futures is reflected in the request level below.

In addition, the Land Trust currently has support through the State's Floodplains by Design program in a grant secured by the Jamestown S'Klallam Tribe that we intend to use toward the due diligence process for this property.

Therefore, it is expected that if successful this purchase would occur later in 2025 and County funds would not be needed until they are placed in an escrow account just prior to closing.

Finally, the Land Trust intends to seek funding from the local community toward this and other upcoming farmland conservation projects late in the easement acquisition process.

4. Please share the economic viability of the farming business. Attach the landowner's business plan if available.

Maple View Farm and the Heifer Farm are operated by the Smith family that have farmed in this area since the 1930's. In 1970, the farming operations were transitioned to Gary and Janice Smith. They ran the farm business for 38 years. In 2008, Gary and Janice transitioned the business to their children Ben, Troy, and Wendy. Several of Gary and Janice's grandchildren are active in the agricultural operations: the 5th generation. While there is currently no written business plan on this property, the Smiths have run a successful farming operation for many decades.

5. How long has the current farmer been farming this property and what are their plans to continue farming this property into the future? Please attach a farm plan for expected use of this property.

The current plan is to continue to lease the land to Maple View Farm into the future. There is currently no farm plan for this property, but prior to closing the conservation easement, a farm plan will be created and approved by the landowner and North Olympic Land Trust.

6. Project Funding: Please disclose all funding sources and expected amounts from each source necessary for the completion of the Conservation Project (see table below).

North Olympic Land Trust is requesting **up to \$1,400,000** from the Conservation Futures Fund toward the acquisition of a permanent conservation easement on the Heifer Farm North. With success on all of the other grants discussed above, this amount would decrease substantially. In no scenario, would Clallam County be obligated for more than 47% of the project costs.

The budget below reflects the Land Trust's current assumptions for the acquisition of this easement. The estimated value of the easement is the largest and most variable cost associated with this sort of project. The value shared below is based on the high-end of our estimate, and prior to the purchase will be determined by an independent 3rd-party appraisal that will be verified by an independent 4th-party review appraisal.

Project Name	Acquisition	O & M *	Totals	% Match (maximum)
Conservation Futures Commitment	\$1,400,000	—	\$1,400,000	47%
Sponsor Contribution	\$1,550,500	—	\$1,550,500	53%
Estimated Total Cost	\$2,950,500	—	\$2,950,500	Total match provided is at least 53%

* Not covered for farm easements.

A more detailed budget is below.

Budgeted Costs	Total	Conservation Futures Request	Secured to to be secured from other sources*
Estimated Hi-End Easement Value	\$2,800,000	\$1,400,000	\$1,400,000
Transaction Costs (Closing)	\$64,000	—	\$64,000
Due Diligence (Appraisals, Survey, Legal Review, Env Assessment)	\$46,500	—	\$46,500
Allocated to Land Trust Stewardship Fund	\$40,000	—	\$40,000
Total	\$2,950,500	\$1,400,000	\$1,550,500
Match		47%	53%

* The Land Trust currently has funding on hand for due diligence costs from the State's Floodplains by Design Program, via a grant through the Jamestown S'Klallam Tribe. In addition the Land Trust intends to seek funding for this project from the State's Washington Wildlife and Recreation Program - Farmland Preservation, and the federal Agricultural Conservation Easement Program - Agricultural

Land Easements. If funding is successful from both entities, the necessary funds from Clallam County would decrease significantly.

D. APPLICATION AGREEMENT

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

Dated at Port Angeles, WA, on the 11 day of March, 2024
(City) (State)

Name and Signature of Applicant:

Michael Auer 

Name and Signature of Landowner:

TaiKang Wang 

A. APPLICANT INFORMATION

1. Name of Applicant: North Olympic Land Trust
2. Mailing Address: P.O. Box 2945, Port Angeles, WA 98362
3. Property Address, if different from mailing address:

34 Lamar Lane

Sequim, WA 96362

4. Telephone: (360) 417-1815 ext. 7
5. Email Address: michael@northolympiclandtrust.org
6. Contact Person: Michael Auger, Conservation Director
7. Type of legal entity:

() individual

(X) corporation incorporated in the State of Washington (non-profit)

() general partnership created in the State of _____

() limited partnership created in the State of _____

() limited liability company created in the State of _____

8. LANDOWNER(S):

Legal Name: Troy A and Bennett L. Smith (Property ID #s 33443, 33446, 33447, 33472, 33473, and 33474) and Maple View Heritage, LLC (Property ID #s 33449 and 33450)

Mailing address: 193 Dairy View Lane, Sequim 98382

Telephone/Fax/Email: bens@olypen.com

9. Are there any material facts or circumstances (e.g. pending litigation, bankruptcy, etc.) relating to any of the parties to the proposed transaction which have not been described and may potentially affect the transaction? () Yes (X) No If Yes, please explain:

This was confirmed with all of the landowners.

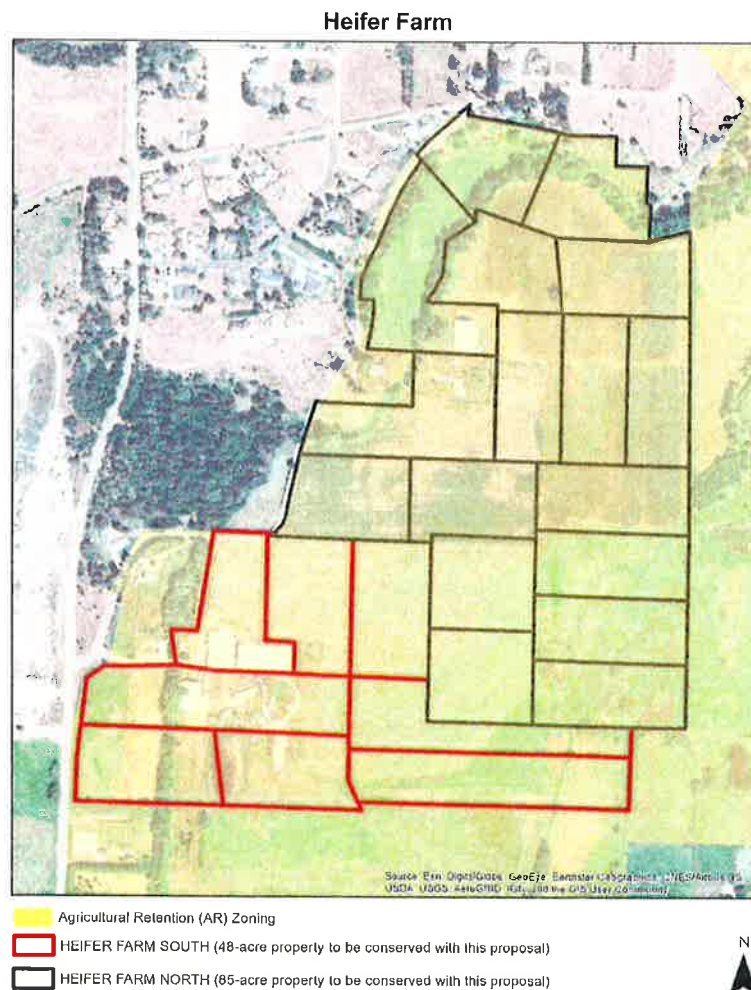
B. PROPERTY INFORMATION

1. Is the property within the Agricultural Retention Zone?

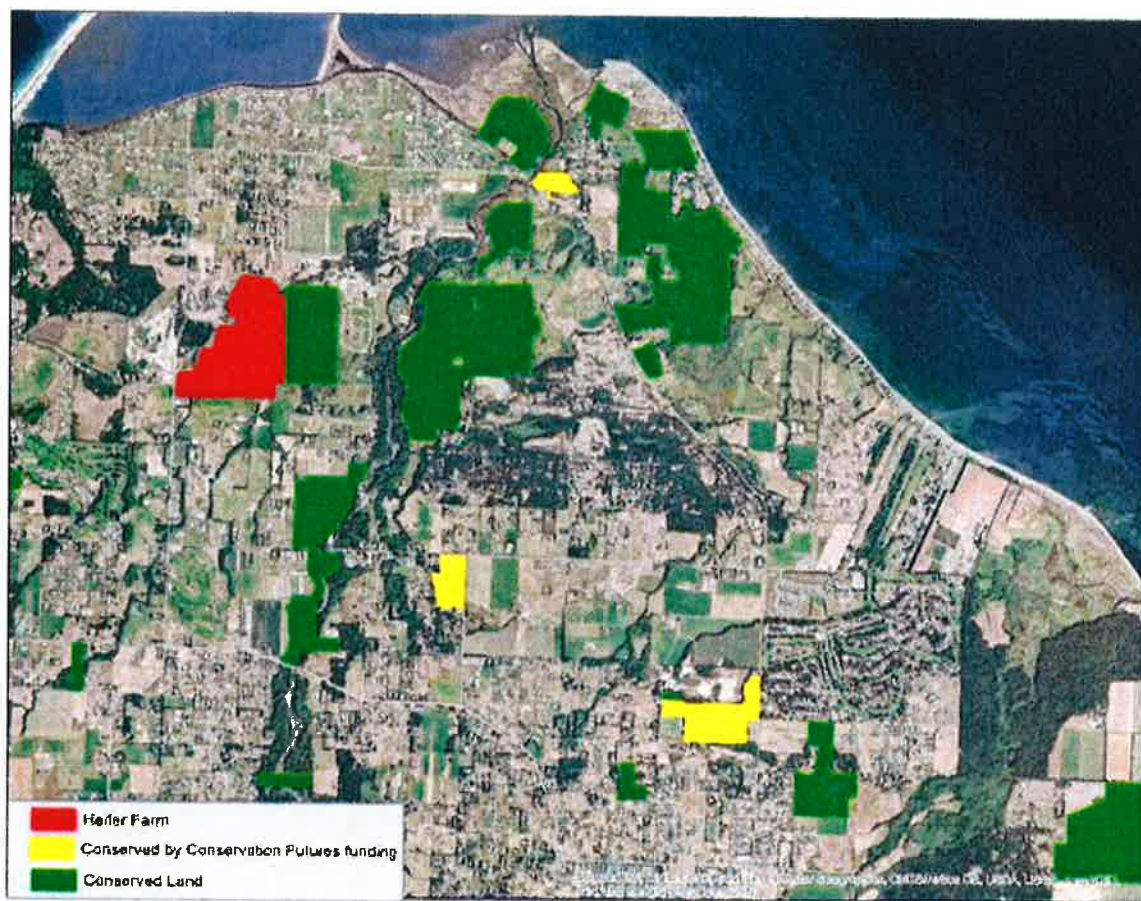
(X) Yes () No

What is the proximity to other conserved farmland?

Heifer Farm South (48.66 acres) is located in the Sequim-Dungeness Valley. North Olympic Land Trust is also seeking to conserve the adjacent Heifer Farm North, which is under different ownership. Heifer Farm North is proposed for consideration for support from the Conservation Futures Fund under a separate application. The Heifer Farm (North and South) is farmed as one farm by Maple View Farm, one of the two remaining dairies in Clallam County, for silage and staging of its youngest cows. The farm is zoned for Agricultural Retention, however is divided into ~5 acre lots as it was subdivided prior to this zoning being placed upon the land.



The Historic Ward Farm (to the southeast) and River's Edge (to the east) are the closest currently conserved working farms and each are about a ½ mile away. Immediately to the east of Heifer Farm is a wetland property owned by Northern Conservation Farm, Inc. for conservation purposes. Additional conserved land is nearby as shown on the map below. Heifer Farm is shown in red, and conserved lands are highlighted in green. Farmland conserved with funding from the Clallam Conservation Futures Fund is shown in yellow.



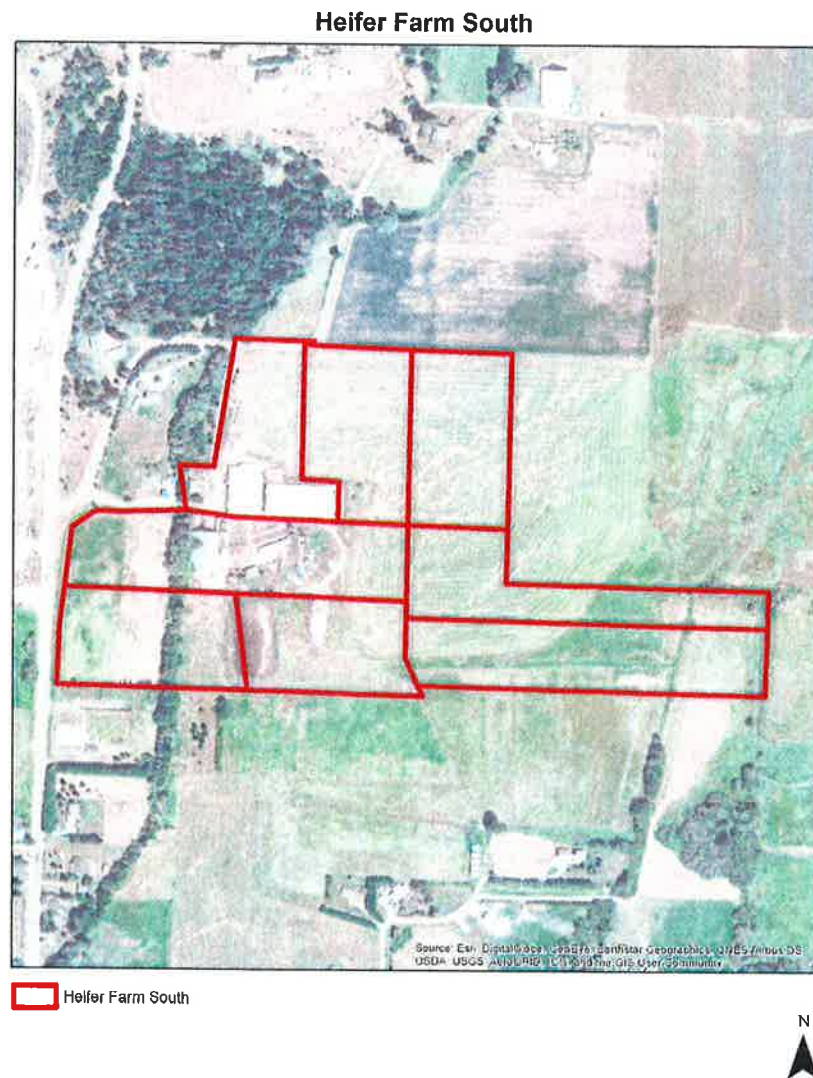
The Land Trust has worked with partners to conserve farmland and habitat in the Lower Dungeness area since 1995 when our first conservation easement was placed on the Quacker Farm in the heart of the Lower Dungeness Basin. Partners include the Jamestown S’Klallam Tribe, Clallam County, the Land Trust, Clallam Conservation District, Washington Farmland Trust, Dungeness River Management Team, Washington Department of Fish and Wildlife, and private landowners. These efforts are aligned with the Clallam County Comprehensive Plan with a shared purpose to ensure lands best suited for farming can remain as farmland, those best suited for wildlife are available for the wildlife, and that the area retains its rural character.

In 2021, the Land Trust did an extensive study prioritizing farmland conservation possibilities that included recent analysis on the climate resilience of these lands. The study also considered zoning, soil type, water access, cultural and historic use, parcel layout, threat, current and potential use, aesthetic and scenic value, and other knowledge regarding the properties appropriateness as farmland. That study prioritized the Heifer Farm in the top tier of Clallam County farmland for conservation.

2. Please attach a legal description of the land, recent title report, and copies of any survey maps of the property. (Size and shape)

The title report is attached, which includes a legal description and a survey. If this property is conserved, an updated survey would be completed.

The property is 48.66 acres according to Clallam County, as shown on the map below.



3. Are there any water rights associated with the parcels? (X) Yes () No

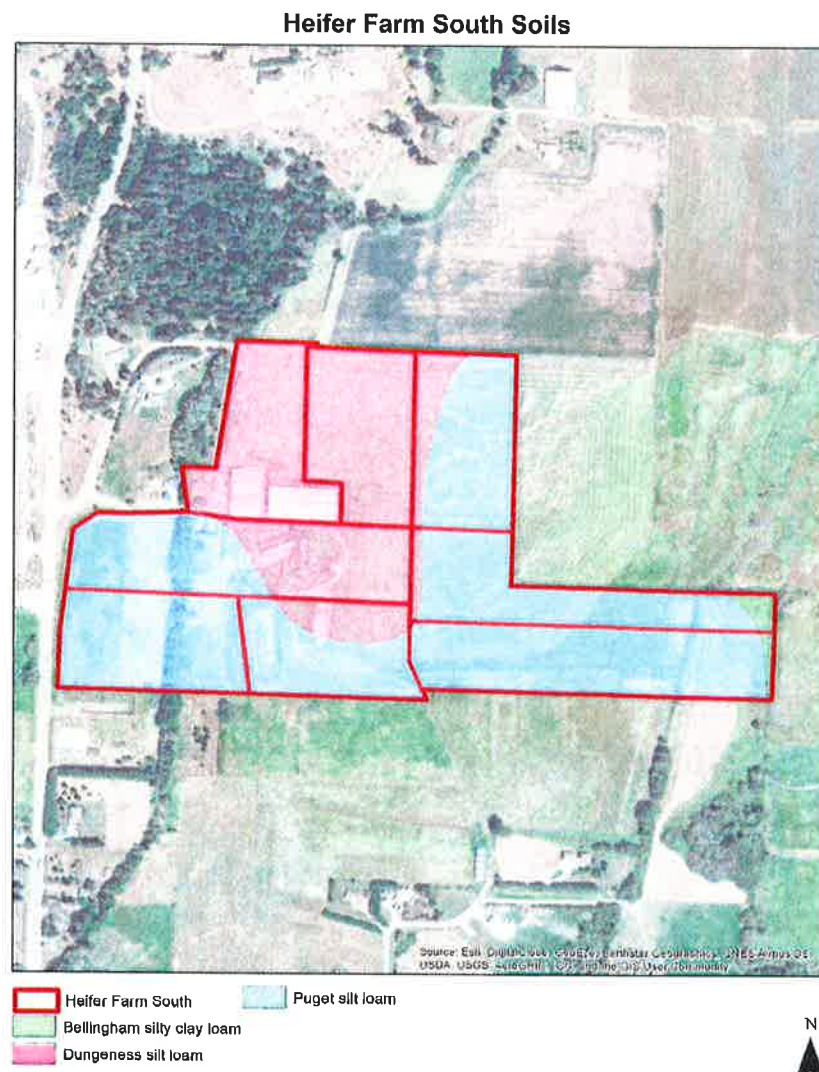
Please describe:

Yes. The property has a water right that supplies water for stockwater, domestic use and agricultural irrigation.

4. Please indicate the percentage of "prime soil", as defined by the USDA Natural Resource Conservation Service, on the property:

() 0-49% () 50-75% (X) 76-100%

The property is 100% prime farmland soils as defined by the U.S. Department of Agriculture. There are 3 soil types on the property as shown on the map below.



5. Please describe the agricultural use of the land, including number of livestock, general description of crops or specialty crops etc.

Heifer Farm South is owned and operated as a part of Maple View Farm, one of the two remaining dairies in Clallam County. Approximately 350 heifers (aged from 2 to 24 months old) are raised on Heifer Farm South, in addition the fields are cultivated mostly with hay and corn for feed and silage. Hay and corn are also raised on the adjacent Heifer Farm North for this dairy operation. Livestock usage and management is in accordance with a farm plan (attached). If this property is conserved with a conservation easement, the existing farm plan will be updated and approved by the Land Trust.

6. Please list all soil and water conservation practices and plans in effect on the property.

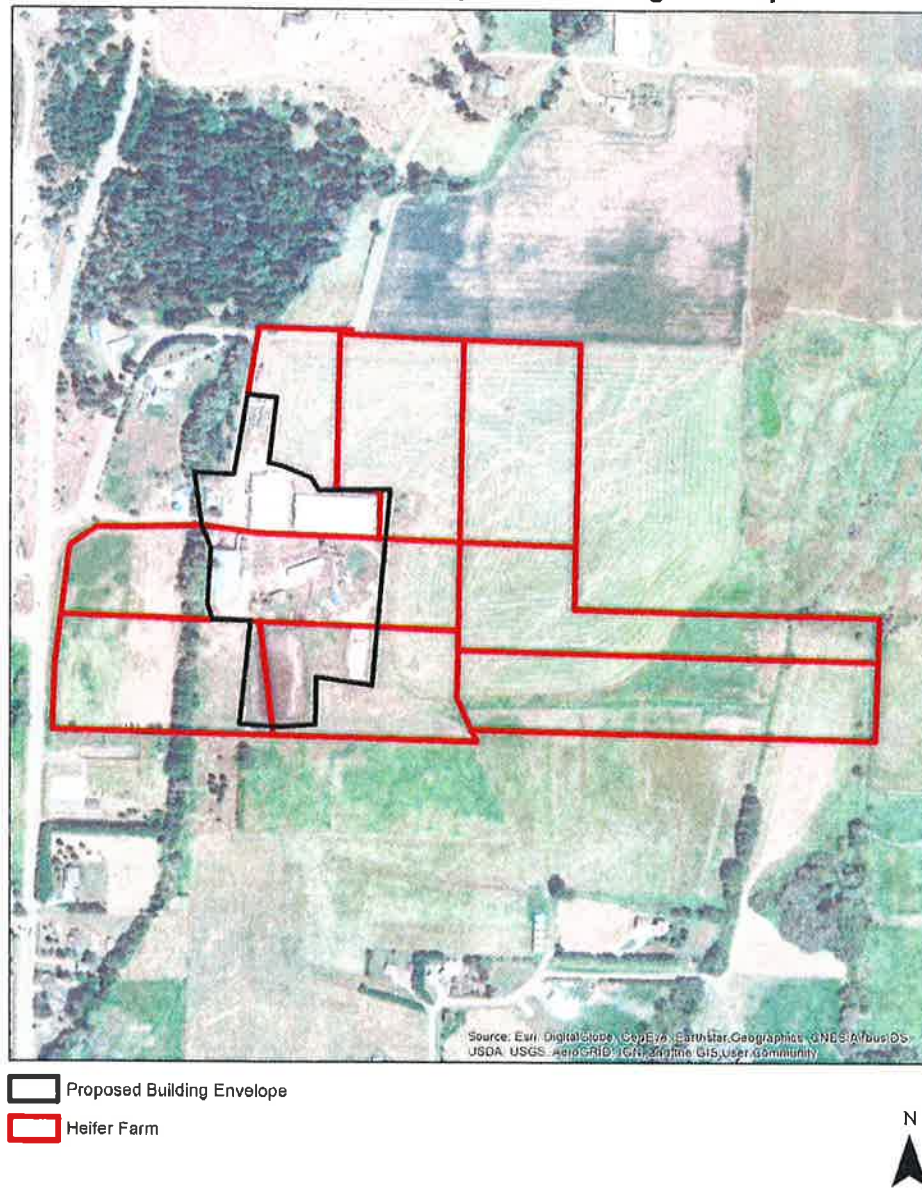
The farmer implements cover cropping and rotational planting conservation practices. Cover crops prevent bare soils, reducing soil loss and increasing soil organic matter over time, resulting in improvements in soil structure, stability, and increased moisture and nutrient holding capacity for plant growth. Crop rotation helps maintain soil fertility.

7. Please identify any conservation practices that address climate change.

In 2021, North Olympic Land Trust and Jefferson Land Trust completed a study that included an analysis of the working farmland projected to be productive in light of our changing climate. This farm was identified as a Working Farms Conservation Opportunity within that climate resiliency analysis. This means that, when considering all the implications of a warming and changing climate, this farm is likely to retain its robust productive capacity for food and fiber, and is likely to continue to have adequate water supplies. By conserving this land, we are conserving land that should be more resilient with a changing climate regardless of conservation practices.

This land is completely within a critical aquifer recharge area according to Clallam County. By protecting these areas, we are helping conserve the community's water by preventing pollution and maintaining supply. This is particularly critical due to water scarcity exacerbated by our changing climate. This is shown on the map below.

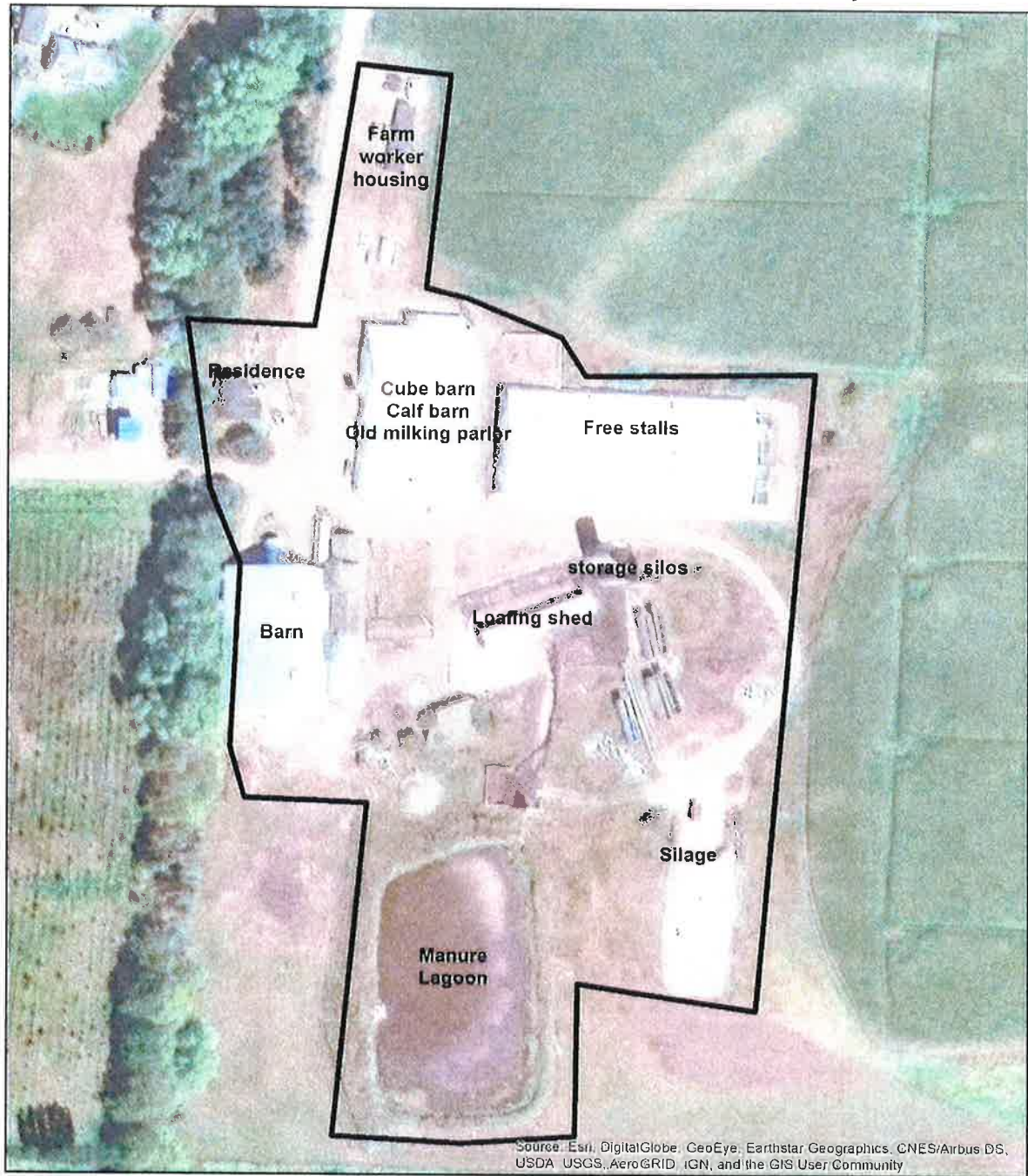
Heifer Farm South Proposed Building Envelope



8. Please disclose all residences and buildings on the property

The property includes a number of structures: a large hay barn, a house and a trailer used for farm worker housing, an old milking parlor, cube barn, calf barn, free stalls, a loafing shed, storage silos, and an open manure lagoon with its associated structures. There are also some concrete pads and pavement. All are included in the proposed 9-acre building envelope, as shown on the map below.

Heifer Farm South Proposed Building Envelope



Proposed Building Envelope





Large barn (photo courtesy of Clallam County)



Refrigeration and creamery building (photo courtesy of Clallam County)



Residence (photo courtesy of Clallam County)



Cube barn, calf barn and free stalls (photo courtesy of Clallam County)



Old milking parlor (photo courtesy of Clallam County)



Silos (photo courtesy of Clallam County)



Farmworker housing (photo courtesy of Clallam County)

9. Please provide a brief history of the property.

As the ice sheet retreated following the last Ice Age, what is now the Dungeness River basin formed and quality soils were deposited on this land. Post glaciation, prairies became a predominant ecosystem in this area. These prairies were maintained often through fire by ancestors of the S'Klallam people to provide open space and support vital plants for the community such as camas, then a staple food source.

Heifer Farm South was purchased by the Maple View Farm and the Smiths in 1996 from the Millet Family, who ran a dairy operation here known as Mil-Key Farm from the 1970s until the land was bought by the Maple View Farm. In the late 1800s through the mid 1900s, it is our understanding that this farm was owned by the Lotzgesell Family who also owned adjacent land, including what is now Heifer Farm North.

10. Please describe how the farm is integrated/connected with the broader community/benefits to the community.

The Heifer Farm is one of the region's remaining iconic farms. Pictures of this farm are featured on numerous postcards, websites, and in print. As one of the oldest farms in the area, it has a rich documented history as the large Lotzgesell family was prominent in the community. Two Lotzgesell family members (Henry 1910s and 1920s, & Dick 1970s) were County Commissioners.

Today, the Heifer Farm is integral to the Maple View Farm, one of the last two dairies in Clallam County. Heifer Farm North provides the dairy with silage, and occasional income from seed crops. Heifer Farm South provides the same in addition to housing the infrastructure for the dairy's youngest cows.

Additionally, Trumpeter Swans (*Cygnus buccinators*) regularly use this and the adjacent land during the winter. Trumpeter Swans are a protected species under state law and the Washington Department of Fish and Wildlife considers them priority species for conservation.

C. VIABILITY OF PROPOSAL

1. Are there any anticipated or pending threats to convert the land to a non-agricultural use?

(X) Yes

() No

If Yes, please describe.

The property contains among the highest quality farmland in Clallam County, with good access to water. It is zoned Agricultural Retention (AR), which calls for a minimum lot size of 16 acres. However, prior to this zoning being placed on the land, a minimum lot size of 5 acres was allowed. This property was divided into 8 lots each slightly larger than five-acre prior to AR zoning being placed on the land and those lots were grandfathered in and remain today. Therefore, prior to a conservation easement being placed on the land. Through this conservation process, additional clarity is requested from the County and the appraiser regarding whether 6 or 7 additional homesites and their associated accessory dwelling units could be developed on the property.

The landowners have a strong desire to keep this and other farms they own or work available for agriculture. They also have a number of stakeholders associated with the business and any loss of development rights needs to be fairly compensated. They are interested in receiving an appraised fair-market offer to sell the Land Trust a conservation easement including all of the remaining development rights and intend to move forward with the transaction if the offer makes financial sense.

The landowners, understanding the need for future infrastructure to maintain a viable farm, have agreed to an approximately 9-acre building envelope on the property, which allows for the existing infrastructure, as shown on the map. This leaves the remainder of the farm without permanent structures and available for grazing and crop production.

2. Please describe your plan for stewardship of this farmland.

For the foreseeable future, the landowner's plan is to continue the operation of Maple View Farm, and Heifer Farm South is an integral part of that long-term plan. The conservation easement purchased on the property will be associated with a Land Trust approved farm plan. Securing this conservation easement will help ensure this important farmland and the associated dairy remain viable.

As the Land Trust places a conservation easement on the property, a baseline documentation report will be created, and the Land Trust and the current and future landowners will be entered into a permanent, binding relationship to ensure that the property's documented current agricultural and conservation values are maintained and improved. To fund the Land Trust's costs associated with monitoring and enforcement, the Land Trust maintains an invested Stewardship Fund to endow its conservation easement stewardship costs. Currently, to support the monitoring and enforcement costs of the Land Trust's 83 permanent conservation easement and 12 fee-owned properties, the fund has a value of over \$1.7 million. Additional funds are added for each

new stewardship obligation. When this property is conserved, the Land Trust will add an additional \$40,000 to the Stewardship Fund to address the additional obligations.

North Olympic Land Trust is nationally accredited with the Land Trust Accreditation Commission. This means we follow all of the Land Trust Alliance's ethical and technical guidelines for responsible land trust operations and are audited regularly to ensure compliance. In addition, North Olympic Land Trust is a member of the Terrafirma insurance program. This insurance pool was created by land trusts across the country to provide robust legal defense funds for any potential easement violations. Both of these contribute to our promise of being around forever and stewarding each and every property well.

3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund? (X) Yes () No If Yes, please describe.

In addition to the Clallam County Conservation Futures Fund, the Land Trust will seek funding from:

- The State's Washington Wildlife and Recreation Program - Farmland Preservation (WWRP - Farmland). This fund could cover up to 45% of eligible costs, including acquisition, due diligence, and transactional costs. This proposal is due on May 1, 2024. Statewide rankings are expected by the end of October 2024. Funding will be allocated to the ranked list through the 2025-2027 biannual capital budget to be created by the Legislature and approved by the Governor in mid-2025.
- The U.S. Department of Agriculture's Agricultural Conservation Easement Program - Agricultural Land Easement (ACEP-ALE). This fund could cover up to 50% of acquisition costs. The next application date has not yet been announced, but should occur in late 2024 with results announced in the spring of 2025.

If the Land Trust is successful in securing both of these competitive grants, the amount necessary from the Conservation Futures Fund would drop dramatically, which occurred for the recent Mid Valley Farm and Dungeness Hub projects. However, if the Land Trust is successful with only one of these proposals, the need from Conservation Futures is reflected in the request level below.

In addition, the Land Trust currently has support through the State's Floodplains by Design program in a grant secured by the Jamestown S'Klallam Tribe that we intend to use toward the due diligence process for this property.

Therefore, it is expected that if successful this purchase would occur later in 2025 and County funds would not be needed until they are placed in an escrow account just prior to closing.

4. Please share the economic viability of the farming business. Attach the landowner's business plan if available.

Maple View Farm and the Heifer Farm are operated by the Smith family that have farmed in this area since the 1930's. In 1970, the farming operations were transitioned to Gary and Janice Smith. They ran the farm business for 38 years. In 2008, Gary and Janice transitioned the business to their children Ben, Troy, and Wendy. Several of Gary and Janice's grandchildren are active in the agricultural operations: the 5th generation. While there is currently no written business plan, the Smiths have run a successful farming operation for many decades.

5. How long has the current farmer been farming this property and what are their plans to continue farming this property into the future? Please attach a farm plan for expected use of this property.

The current plan is for Maple View Farm to continue to farm the land in support of the dairy. There is an existing farm plan for this property, which also includes other land Maple View Farm leases, which is attached. Prior to closing the conservation easement, an updated farm plan will be approved by the landowner and the Land Trust.

6. Project Funding: Please disclose all funding sources and expected amounts from each source necessary for the completion of the Conservation Project (see table below).

North Olympic Land Trust is requesting **up to \$630,000** from the Conservation Futures Fund toward the acquisition of a permanent conservation easement on the Heifer Farm South. With success on all of the other grants discussed above, this amount would decrease substantially. In no scenario, would Clallam County be obligated for more than 46% of the project costs.

The budget below reflects the Land Trust's current assumptions for the acquisition of this easement. The estimated value of the easement is the largest and most variable cost associated with this sort of project. The value shared below is based on the high-end of our estimate, and prior to the purchase will be determined by an independent 3rd-party appraisal that will be verified by an independent 4th-party review appraisal.

Project Name	Acquisition	O & M *	Totals	% Match (maximum)
Conservation Futures Commitment	\$630,000	—	\$630,000	46%
Sponsor Contribution	\$745,500	—	\$745,500	54%
Estimated Total Cost	\$1,375,500	—	\$1,375,500	Total match provided is at least 54%

* Not covered for farm easements.

A more detailed budget is below.

Budgeted Costs	Total	Conservation Futures Request	Secured to to be secured from other sources*
Estimated Hi-End Easement Value	\$1,260,000	\$630,000	\$630,000
Transaction Costs (Closing)	\$29,000	—	\$29,000
Due Diligence (Appraisals, Survey, Legal Review, Env Assessment)	\$46,500	—	\$46,500
Allocated to Land Trust Stewardship Fund	\$40,000	—	\$40,000
Total	\$1,375,500	\$630,000	\$745,500
Match		46%	54%

* The Land Trust currently has funding on hand for due diligence costs from the State's Floodplains by Design Program, via a grant through the Jamestown S'Klallam Tribe. In addition the Land Trust intends to seek funding for this project from the State's Washington Wildlife and Recreation Program - Farmland Preservation, and the federal Agricultural Conservation Easement Program - Agricultural

Land Easements. If funding is successful from both entities, the necessary funds from Clallam County would decrease significantly.

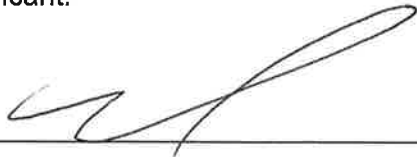
D. APPLICATION AGREEMENT

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

Dated at SEQUIM WA., on the 5 day of MARCH, 20 24
(City) (State)

Name and Signature of Applicant:

MICHAEL AUGER 

Name and Signature of Landowner:

BENNETT L. SMITH 



5a
MAY 07 2024

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 04/29/2024**

REGULAR AGENDA ☒ **Meeting Date: 05/07/2024**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is the solicitation of bids for the annual supply contract for the 2024 Hot Mix Asphalt and CSS-1 Liquid Asphalt products for the year 2024.

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

The 2024 Road Fund budget includes the necessary monies required for the purchase of these materials.

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

We recommend that the Commissioners review, approve and authorize the Chair to sign the Invitation to Bids and schedule the bid opening for May 28, 2024.

County Official signature & print name: Joe Donisi, Joe Donisi

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Public Works

Date submitted: 04/23/2024

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

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

NOTICE OF INVITATION TO BID

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 E. Fourth Street, Room 150, Port Angeles, Washington, until 10:00 a.m., Tuesday, **May 28, 2024**, at which time they will be publicly opened and read aloud for the **2024 Hot Mix Asphalt and CSS-1 Liquid Asphalt Requirements** of the Clallam County Public Works Department.

Bid price is to include all applicable taxes and to include delivery to various locations. Complete specifications and bid forms may be obtained from the Public Works Department, 223 E. Fourth Street, Suite 6, Port Angeles, WA 98362, or by calling (360) 417-2319. Bidding related questions regarding this supply contract may be directed to Jason O'Dell at (360) 417-2434.

Sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL - 2024 HOT MIX ASPHALT REQUIREMENTS**". Address bid proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, WA 98362, or hand deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered, nor will bids received by facsimile or e-mail.

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

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

APPROVED THIS _____ DAY OF _____, 2024.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Loni Gores, CMC, Clerk of the Board

PLEASE PUBLISH: May 10 & May 17

PLEASE BILL: Clallam County Public Works Department
223 E. 4th St., Ste. 6
Port Angeles, WA 98362

CLALLAM COUNTY PUBLIC WORKS DEPARTMENT

223 East Fourth Street, Suite 6
Port Angeles, Washington 98362

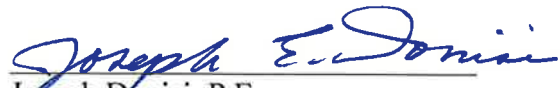
SPECIFICATIONS

for

2024 HOT MIX ASPHALT AND CSS-1 LIQUID ASPHALT REQUIREMENTS



APPROVED THIS 24th DAY OF April, 2024.


Joseph Donisi, P.E.
County Engineer

CLALLAM COUNTY

2024 HOT MIX ASPHALT AND CSS-1 LIQUID ASPHALT REQUIREMENTS

1. The supplier or suppliers shall furnish hot mix asphalt and CSS-1 liquid asphalt to the Clallam County Public Works Department in the approximate total amounts shown on the attached Bid Proposal form, to meet the County's requirements for hot mix asphalt and for liquid asphalt. The tonnage amounts shown on the Bid Proposal form represent the County's good faith estimates of its projected requirements, although smaller amounts may be purchased at the County's option.
2. The supplier is advised that Clallam County has entered into interlocal agreements with other agencies for co-operative purchasing; and that such other agencies may desire to procure hot mix asphalt and/or liquid asphalt at the same bid price, terms, and conditions. Therefore, the supplier is expected to extend this bid to any other governmental agencies with whom the County shares an interlocal agreement. The supplier is advised that the City of Port Angeles has historically obtained its requirements through the County's bid process and is expected to do so for 2024. At this time, the County has no reason (other than the existence of such agreements) to anticipate that any other entity will request to "piggyback" on this solicitation.
3. Bidders shall state the beginning and ending dates that asphalt products will be available to the County during the year 2024. Between these dates all products are expected to be available upon request at all times with 24 hours' notice. However, realizing the supplier may periodically undertake other obligations which preclude supply of particular products (in particular Commercial HMA - 3/8") the County agrees to go up to seven (7) consecutive days without product, provided the supplier gives five (5) days' advance notice. Within each month, products shall be available to the County, during County work hours, more often than not.
4. Bidders shall submit unit bid prices for "EZ Street" Asphalt (or approved equal), Commercial HMA - 3/8", and CSS-1 (for tack coat or fog seal).
5. The "point of delivery" of the above-specified asphalt products shall be Port Angeles. The County will take delivery in its own trucks at the "Point of Delivery" at which point the supplier shall load the product into the County vehicle.
6. Loading temperatures shall conform to those specified by the Pacific Coast Division of the Asphalt Institute.
7. HMA and liquid asphalt products bid under this contract shall conform to all applicable sections of the current Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (English Version) and all current amendments thereto. Particular attention is directed to Section 1-06, Control of Material; Section 5-04, Hot Mix Asphalt; Section 9-02, Bituminous Materials; and Section 9-03, Aggregates. The following revisions are made to the above-referenced specifications:
 - a. The degradation factor for Commercial HMA - 3/8" and wearing course aggregates, specified in Section 9-03.8, is revised to 20 minimum.

- b. The supplier is required to submit a proposed mix design to the County Engineer for approval.
11. The County reserves the right to reject any HMA or liquid asphalt products supplied to the County based on visual inspection of the HMA or liquid asphalt product. If the supplier disputes the County's basis of rejection, the County reserves the right to test the material or to have it tested by others for conformance to the specifications. The Supplier shall cease delivery of the product in dispute until test results are known. No payment will be made for rejected HMA or liquid asphalt products that do not meet specifications. If test results indicate that the product meets specifications, it will be accepted by the County, production may resume, and the County will pay for all testing costs for that particular occurrence. If test results indicate that the product does not meet specifications, all costs for testing for that particular occurrence shall be deducted from the final payment. If a non-conforming product has been delivered to a project site, it shall be removed and disposed of by the supplier at no cost to the County. The County reserves the right to terminate this material supply contract if, on two separate occasions, testing reveals that the material being supplied does not meet the specifications. The County also reserves the right, in this situation, to award the contract to one of the other bidders.
 12. Supplier shall provide load tickets showing product, date, time, tonnage, mileage, and other relevant information for accounting and tracking purposes to the driver (if the County takes delivery) and to the on-site foreman (if the supplier delivers to a job site).
 13. Realizing that current oil market prices are volatile, the County will allow the Contractor one mid-year unit price adjustment request with justification. If the Contractor chooses to submit a mid-year unit price adjustment request, he/she shall include accompanying documentation that justifies the unit price adjustment request. The Engineer will review the request to determine if the price adjustment is justified and either approve or disapprove it. To meet budget constraints, the County reserves the right to reduce quantities purchased if an increase in price is approved. The Engineer's decision will be final.

CLALLAM COUNTY

BID PROPOSAL FORM

**2024 HOT MIX ASPHALT AND
CSS-1 LIQUID ASPHALT REQUIREMENTS**

APPROX. QTY.	UNIT	PRODUCT	UNIT PRICE	TOTAL
6,000	TON	Commercial HMA – 3/8"	\$	\$
50	TON	CSS-1 (for tack coat or fog seal)	\$	\$
300	TON	EZ Street Asphalt (or approved equal)	\$	\$
Subtotal				\$
Sales Tax Rate %				\$
TOTAL				\$

Beginning and Ending Dates Material will be available in 2024: _____

BIDDER:

BY:

(Name of Firm)

(Signature and Title)

(Mailing Address)

(Date)

(Street Address)

(Telephone)

(City, State, and Zip Code)

(Fax Number)