



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, May 6, 2024 – 9:00 a.m.

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

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

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

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

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

Modification

Modification - amend item 6

Administration ? 9 a.m.

1. Calendar/Correspondence
2. Olympic National Park update

Update

3. Resolution appointing Jeri Boe to the Clallam Bay/Sekiu Community Action Team

Resolution

4. Agreement with United States Department of Agriculture (USDA) Forest Service for weed control work within Olympic National Forest

Agreement

5. Pre-application questionnaire with Washington State Criminal Justice Training Commission (WA-CJTC) to establish an officer wellness program

Pre-application questionnaire

Board of Commissioners

6. Letter to Washington Utilities and Trade Commission Regarding Rate Increases

Letter

Updated document 

2nd updated letter 

General Discussion/Items for Future Agendas

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

EXECUTIVE SESSION

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

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

MEMORANDUM

LONI GORES
Clerk of the Board

May 3, 2024



TO: Board of Commissioners, Administrator Mielke

RE: Agenda Modification(s)

FILE: A14.09.18

- The following item has been amended on the May 6, 2024 work session agenda:

Board of Commissioners

6 Letter to Washington Utilities and Trade Commission Regarding Rate Increases

Amended to:

6 Letter to Washington Utilities and Transportation Commission Regarding Rate Increases



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AGENDA ITEM SUMMARY

MAY 06 2024

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 5-6-24 – 9 a.m.

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Olympic National Park (ONP) Update:

ONP Superintendent Sula Jacobs will attend the meeting to provide an update on Olympic National Park and answer any questions the BOCC might have.

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?)
Olympic National Park (ONP) Update.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Sula Jacobs – Olympic National Park Superintendent

Relevant Departments: Board of Commissioners

Date submitted: 4-15-24

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



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 5/6/24**

REGULAR AGENDA ☒ **Meeting Date: 5/14/24**

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 Clallam Bay/Seki Community Action Team due to a resignation.

Clallam Bay Corrections Center recommends the appointment of Jeri Boe.

The District III Commissioner, Mike French endorses the appointment of Jeri Boe to the Clallam Bay/Seki Community Action Team.

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

Relevant Departments: Board of Commissioners

Date submitted: 5-1-24

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



RESOLUTION _____, 2024

APPOINTING A MEMBER TO THE
CLALLAM BAY/SEKIU COMMUNITY ACTION TEAM

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Clallam Bay/Sekiu Community Action Team due to a resignation.
2. Clallam Bay Corrections Center recommends the appointment of Jeri Boe.
3. The District III Commissioner, Mike French endorses the appointment of Jeri Boe to the Clallam Bay/Sekiu Community Action Team.

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

1. **Jeri Boe** is appointed as the Clallam Bay Corrections Center representative for a standing term.

PASSED AND ADOPTED this 14th day of May 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, CMC, Clerk of the Board

c: Appointee(s)
File A22.154



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MAY 06 2024

AGENDA ITEM SUMMARY

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

Department: Extension/Noxious Weed Control

WORK SESSION ☒ **Meeting Date: 5-6-2024**

REGULAR AGENDA ☒ **Meeting Date: 5-14-2024**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 13001-381-24-002 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is a new agreement between Clallam County and US Forest Service to continue weed control work within Olympic National Forest in Clallam and east Jefferson Counties. The agreement contains newly allocated Secure Rural Schools Act Title II funds, as well as unspent funds rolled over from the last agreement.

Budgetary impact: If a budget action is required, has it been submitted and a copy attached? ☐
Budget impact has already been included in the 2024 budget

Recommended action:

Please approve.

County Official signature & print name:  Christina St John

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Noxious Weeds

Date submitted: 4-29-2024

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



FS Agreement No. 24-PA-11060900-166

Cooperator Agreement No. 13001-381-24-002

PARTICIPATING AGREEMENT
Between
CLALLAM COUNTY
And The
USDA, FOREST SERVICE
OLYMPIC NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between Clallam County, hereinafter referred to as "The County," and the United States Department of Agriculture (USDA), Forest Service, Olympic National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001) with the funding falling under the Assistance Listing numbers 10.717 of the Bipartisan Infrastructure Law, and 10.699 USDA Partnership Agreements; and the authority for Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended with the work of this authority falling under the ALN 10.665.

Background: Invasive plants are becoming a threat to natural systems, including degrading terrestrial and aquatic habitats. The goal of this project is to stop the spread of noxious weed species, reduce existing populations, and prevent the introduction of additional exotic plants throughout Clallam and Jefferson Counties. The objective is to coordinate and standardize weed control efforts across jurisdictional boundaries to more effectively minimize the negative impacts of noxious weeds on watershed functions, wildlife and aquatic habitats, human and animal health, and recreational activities.

Although activated at the same time, Clallam County Noxious Weed Board gained a distinct advantage in terms of viability and stability by the passage of an assessment to fund its weed control program. Jefferson badly struggled to keep a viable presence from a very small general fund. Clallam and Jefferson are close neighbors, and weeds travel between the two counties readily, Clallam and Jefferson Weed boards leverage their funding and efforts, sharing personnel in a series of joint agreements. This is the approach they have successfully taken for the past 15 years. This project is a continuation of a program for noxious weed control in Clallam and Jefferson Counties and adjacent federal lands. The project includes: activities to survey, identify and control noxious weeds, assist with restoration of degraded habitat, coordinate actions and communicate between local and Federal jurisdictions, and the education of citizens.

The Cooperator has applied and been approved by the Resource Advisory Committee (RAC) for project funding for project accomplishments for watershed ecosystem enhancements as authorized by the Secure Rural Schools authority. Further, Congress has also prioritized this



important effort specifically within the legislation of the Bipartisan Infrastructure Law (BIL) enacted by Congress, in 2023, 40803(c)(6) Invasive Species Detection, Prevention, Eradication and Research.

Title: Olympic Peninsula Cooperative Noxious Weed Control

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to Recognize that certain undesirable plants pose a threat to the natural environmental and economic health of the County and Forest by the displacement of native plant species, and the degradation of livestock forage, wildlife and fish habitat, and recreation values in accordance with the following provisions and the hereby incorporated Financial Plan, attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service and the County both have the responsibility for controlling undesirable plants in watersheds under their jurisdiction. Since undesirable plants originate from both private and public lands, and since infestations often occur on adjacent jurisdictions, it is in the interest of both parties under this agreement to work together in a cost-effective manner to locate and treat infestations, prevent their spread and restore degraded habitat.

Educational programs will increase public awareness of noxious and invasive plants, and the problems they create by directing the programs at members of the community who work in the forest, live near it, or recreate in it. Additionally, weed prevention signs and posters would be placed at public gathering points, such as trailheads and campgrounds.

In consideration of the above premises, the parties agree as follows:

III. The County SHALL:

- A. **LEGAL AUTHORITY.** The County shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. Meet prior to June 1st of each year with the U.S. Forest Service for the purpose of identifying and agreeing to specific projects that will be jointly performed and/or funded during that year. The Project Work List will be developed and mutually agreed upon by the project contacts before May 1st.
- C. Perform the following activities for the entire period of this agreement, regardless as to whether any projects are cost-shared in a particular year:



1. Conduct or supervise the survey, treatment and disposal (as appropriate) of noxious weeds on Federal lands, and on lands that impact Federal lands by serving as a vector and seed source for the spread of noxious weeds.
 - a. Provide inventory and site location data in an electronic format following U.S. Forest Service protocol, and accomplishment forms for treatment projects.
 - b. Provide copies of County Safety and Herbicide Spill Plan.
2. Attend planning meetings and coordinate with the U.S. Forest Service Invasive Plant Coordinator on the development of a detailed project list for the current year by May 1st of each year.
 - a. Provide inventory and site location data in an electronic or paper format, following U.S. Forest Service protocol.
3. Control and eradicate noxious weeds in a manner consistent with U.S. Forest Service policy and applicable environmental rules and documents.
4. Monitor known weed infestations and report to the U.S. Forest Service on locations.
5. Work cooperatively with local weed boards, private landowners, and U.S. Forest Service personnel to control noxious weeds across jurisdictional boundaries.
6. Raise public awareness of noxious weeds and their impacts through a focused educational program.
7. As time and staffing allow, assist the U.S. Forest Service with other restoration activities related to weed management, such as seeding and planting.
8. Provide monthly communication on invasive plant accomplishments to the U.S. Forest Service Invasive Plant Coordinator during the inventory and treatment season (May 1-September 30).
9. For BIL funded work, provide **quarterly** performance progress reports describing work completed no later than one month after the end of each quarter. See the provision P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. A year-end report that documents the work that has been carried out, overall program effectiveness and recommendations for treatment sites in the next year will be submitted no later than February 15th each year following the field season.
10. For non-BIL funded work, provide performance progress reports when invoices for reimbursement are submitted, and a year-end report that documents the work that has been carried out, overall program effectiveness and recommendations for treatment sites in the next year. Year-end report for BIL and non-BIL funded work can be combined into a single document, but accomplishments must be separated by funding source.



IV. THE U.S. FOREST SERVICE SHALL:

- A. **PAYMENT/REIMBURSEMENT.** The U.S. Forest Service shall reimburse the County for the U.S. Forest Service's share of actual expenses incurred, not to exceed **\$93,690.00**, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of the County's **quarterly** invoice. Each invoice from the County shall display the total project costs for the billing period, separated by U.S. Forest Service and the County's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the County's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. The County's name, address, and telephone number.
2. U.S. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and The County share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement".
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Budget & Finance - Grants and
Agreements
4000 Masthead St, NE
Albuquerque, NM 87109

Send a copy to: Cheryl Bartlett at email: cheryl.bartlett@usda.gov



Olympic National Forest
1835 Black Lake Blvd SW
Olympia, WA 98512

- B. Perform the following activities for the entire period of this agreement, regardless as to whether any projects are cost-shared in a particular year:
1. Initiate modifications, including a tracking number and Financial Plan, which will provide specifics for individual work projects and, once executed, become an attachment to this Agreement.
 2. Designate a Program Manager to coordinate U.S. Forest Service activities and facilitate communication between the parties.
 3. Host and organize meetings with Clallam County Noxious Weed Control Board (CCNWCB) to discuss planning, implementation, budgets, etc for upcoming field seasons. These meeting will be held annually between March 1 – May 1. Additional meetings can be scheduled as needed.
 4. Designate a qualified U.S. Forest Service representative to communicate availability of Washington Conservation Corps crew, and to provide technical guidance and conduct field inspections.
 5. When available, provide a Washington Conservation Corps crew and/or SCA interns to assist with control efforts at selected noxious weed sites through the use of existing agreements. Crews/interns will be provided at no additional cost to the County when working on NFS lands.
 6. Provide a U.S. Forest Service crew to control and eradicate selected noxious weed sites, when requested and available.
 7. Coordinate restoration activities and only utilize plant material appropriate to the sites, as determined by U.S. Forest Service staff.
 8. Provide tools and plant material (seed, plugs, plants) used for restoration activities, as needed.
 9. Provide National Environmental Policy Act (NEPA) requirements for the project, as needed, on NFS lands.
 10. Provide Visitor Information Sites suitable for posting or distributing noxious weed education and awareness information.
 11. Maintain a noxious weed Geographic Information System (GIS) data layer of inventory, treatment and monitoring activities.



12. Provide updated inventory and site location database forms that follow U.S. Forest Service protocol.

C. Provide a U.S. Forest Service radio to the County for communications and safety.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Christina St John Coordinator, Clallam Noxious Weed Control Program 223 E Fourth St, Suite 15 Port Angeles, WA 98362 360-417-2442 FAX: 360-417-2414 Email: christina.stjohn@clallamcountywa.gov	Christina St John Coordinator, Clallam Noxious Weed Control Program 223 E Fourth St, Suite 15 Port Angeles, WA 98362 360-417-2442 FAX: 360-417-2414 Email: christina.stjohn@clallamcountywa.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Cheryl Bartlett, Forest Botanist Olympic National Forest 1835 Black Lake Blvd, SW, Suite A Olympia, WA 98512 Telephone: 360-956-2283 Email: cheryl.bartlett@usda.gov	Cassandra McCarthy, Grants Management Specialist Email: Cassandra.McCarthy@usda.gov

B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the County are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the County, at the address shown in the agreement or such other address designated within the agreement.



Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the County from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of the County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the County's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the County to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the the County when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. The County agree(s) that any of the County's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the County has hereby willingly agreed to assume these responsibilities.

Further, the County shall provide any necessary training to the County's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The County shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination,



write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

- I. **ELIGIBLE WORKERS.** **The County** shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). **The County** shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** **The County** shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- K. **STANDARDS FOR FINANCIAL MANAGEMENT.**
 1. **Financial Reporting**

The County shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.
 2. **Accounting Records**

The County shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.
 3. **Internal Control**

The County shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. **The County** shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.



4. Source Documentation

The County shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

- L. **JUSTICE40 INITIATIVE.** Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperator may consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.
- M. **INDIRECT COST RATES- PARTNERSHIP.** Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.
1. If the County has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award).
 2. For rates greater than 10 percent and less than 25 percent, the County shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
 3. For a rate greater than 25 percent, the U.S. Forest Service may require that the County request a federally approved rate from the County's cognizant audit agency no later than 3 months after the effective date of the agreement. The County will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
 4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.
- N. **OVERPAYMENT.** Any funds paid to the County in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal



Government. The following must also be considered as a debt or debts owed by the County to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the County.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- O. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination **The County** shall close out the agreement.

Any unobligated balance of cash advanced to the County must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the County.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the work activities to ensure that performance goals are being achieved.

The cooperator shall prepare a performance report for each reporting period that contains the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, the report shall also include a computation of the cost per unit or output, as applicable. *Example: Goal-50 miles of trail maintenance; Actual-25 miles of trail work completed near mile marker 0.7. 25 miles x \$422/mile = \$10,500*



- If established goals were not met, the report shall include (1) the reason for the delay, (2) a detailed explanation of why the goal was not achieved and identify any factors that may have contributed to the delay, and (3) a plan of action for addressing the issue and getting the project back on track. The plan should outline the specific steps that will be taken to address the issues and a timeline for implementing these steps. This information will enable the Forest Service to understand the reasons for the delay to determine if an agreement modification is warranted. *Example: Due to severe weather conditions, the crew was unable to reach certain areas impacted by landslides. The schedule has been modified to have a 5-person crew onsite starting in May, 2023 to complete the remaining 25 miles of trails when optimal weather conditions are expected.*
- The report shall also include any additional pertinent information relevant to the project.

For each ALN/CFDA, the performance report must include all relevant project work completed and/or invoiced for the reporting period then submitted to the Forest Service Program Contact. The quarterly performance report for each respective ALN/CFDA is due no later than 30 days after the reporting period ending March 31, June 30, September 30, December 31. The annual performance report for each respective ALN/CFDA is due no later than 90 days after the reporting period ending March 31, June 30, September 30, December 31. The final performance report must be submitted either with the Cooperator's final payment request, or separately, no later than 120 days from the expiration date of the agreement, whichever is soonest.

For ALN #10.717, a QUARTERLY progress report is required.

For ALN #10.699, an ANNUAL progress report is required.

For ALN #10.665, an ANNUAL progress report is required.

If financial and performance reports are not timely submitted according to the outlined terms and schedules, it is considered a material breach of the agreement and will result in payment delays and could potentially lead to termination of the agreement.

- Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The County shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The County shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.



If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- R. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- T. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The County is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

"Natural Resources, Olympic National Forest of the U.S. Forest Service, U.S. Department of Agriculture"

The County may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. The County is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- U. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of the County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.



- V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the the County's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). The County shall maintain cost and price analysis documentation for potential U.S. Forest Service review. The County is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- W. TRAINING, EVALUATION, AND TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS USED BY COOPERATORS. Any employee, contractor, or volunteer of the cooperator who will use chain saws or crosscut saws on National Forest System lands under this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358. The cooperator is responsible for providing sawyer training, evaluation, and certification for the cooperator's employees, contractors, and volunteers, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership for the cooperator to provide sawyer training and evaluation. In these circumstances, the U.S. Forest Service, upon request and upon availability of Agency resources, may assist with conducting sawyer training and evaluation for the cooperator's employees, contractors, and volunteers. Cooperator employees, contractors, and volunteers who will use chain saws and/or crosscut saws on National Forest System lands must be certified by the cooperator. Only those cooperator organizations with an approved sawyer training, evaluation, and certification program may conduct sawyer training, evaluation, and certification. Any employee, contractor, or volunteer of the cooperator who will use other types of saws, such as handsaws to cut small diameter material, brush saws, and pole saws, must be trained in accordance with Forest Service Handbook 6709.12, Chapter 40, section 41.3. The cooperator is responsible for providing that training.
- X. FEDERAL TORT CLAIMS ACT. The United States, acting by and through the Forest Service, hereby agrees to bear any and all liabilities of any kind related to the exercise of the Forest Service's rights under the Federal Tort Claims Act (FTCA), 28 U.S.C. 2671 et. seq., or any other applicable act wherein Congress specifically waived sovereign immunity of the United States.
- Y. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. **The County** shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- Z. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. **The County** shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of



race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

AA. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the County materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the County or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for the County's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

BB. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and the County agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by the County to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.



Upon termination of an agreement, the County shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the County for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the County up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- CC. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- DD. DEBARMENT AND SUSPENSION. **The County** shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- EE. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
 - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment: A. Bipartisan Infrastructure Law ALN 10.717

USFS Agreement No.: 24-PA-11060900-166

Mod. No.:

Cooperator Agreement No.:

Agreements Financial Plan (Short Form)**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$4,600.00	\$10,328.00	\$3,320.00	\$0.00	\$18,248.00
Travel	\$0.00	\$750.00	\$200.00	\$0.00	\$950.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$355.74	\$650.00	\$0.00	\$1,005.74
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$4,600.00	\$11,433.74	\$4,170.00	\$0.00	\$20,203.74
Coop Indirect Costs		\$3,566.26	\$1,146.40		\$4,712.65
FS Overhead Costs	\$736.00				\$736.00
Total	\$5,336.00	\$15,000.00	\$5,316.40	\$0.00	
Total Project Value:					\$25,652.39

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 79.28%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 20.72%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Invasive Plant Program Coordinator	\$348.00	8.00	\$2,784.00
Forest Botanist	\$454.00	4.00	\$1,816.00

Total Salaries/Labor	\$4,600.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00

Non-Standard Calculation

Total Travel	\$0.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00

Non-Standard Calculation

Total Supplies/Materials	\$0.00
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Other	\$0.00
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Subtotal Direct Costs

\$4,600.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
16.00%	\$4,600.00			\$736.00
Total FS Overhead Costs				\$736.00

TOTAL COST

\$5,336.00

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
CCNWCB Coordinator		\$440.00	7.00		\$3,080.00
Crewmember - lead	1	\$212.00	20.00		\$4,240.00
Crewmember - tech	1	\$188.00	16.00		\$3,008.00

Total Salaries/Labor	\$10,328.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
County owned vehicle (Insurance, fuel, service and minor repairs)		\$50.00	15.00		\$750.00

Total Travel	\$750.00
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Supplies/Materials

Standard Calculation

Supplies/Materials		# of Items	Cost/Item		Total
miscellaneous: PPE, herbicide, hand pruners, heavy garbage bags, seed, etc.	1.00		\$355.74		\$355.74

Total Supplies/Materials	\$355.74
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Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
					\$0.00

Total Other	\$0.00
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Subtotal Direct Costs

\$11,433.74

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
34.53%	\$10,328.00	applied to Salaries and Wages		\$3,566.26
Total Coop. Indirect Costs				\$3,566.26

TOTAL COST

\$15,000.00

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
CCNWCB Coordinator	\$440.00	3.00	\$1,320.00
Crewmember - lead	\$212.00	5.00	\$1,060.00
Crewmember - tech	\$188.00	5.00	\$940.00

Total Salaries/Labor	\$3,320.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
County owned vehicle (Insurance, fuel, service and minor repairs)		\$50.00	4.00	\$200.00

Total Travel	\$200.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
PPE/Field Supplies	1.00	\$300.00	\$300.00
Office Supplies	1.00	\$50.00	\$50.00
Herbicide	1.00	300.00	\$300.00

Total Supplies/Materials	\$650.00
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00

Total Other	\$0.00
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Subtotal Direct Costs

\$4,170.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
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34.53%

\$3,320.00

applied to Salaries and Wages

\$1,146.40

Total Coop. Indirect Costs

\$1,146.40

TOTAL COST

\$5,316.40

Attachment: B. USDA Partnership Agreements ALN 10.699

USFS Agreement No.: 24-PA-11060900-166

Mod. No.:

Cooperator Agreement No.:

Agreements Financial Plan (Short Form)**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$4,146.00	\$11,700.00	\$4,160.00	\$0.00	\$20,006.00
Travel	\$0.00	\$900.00	\$200.00	\$0.00	\$1,100.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$359.99	\$600.00	\$0.00	\$959.99
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$4,146.00	\$12,959.99	\$4,960.00	\$0.00	\$22,065.99
Coop Indirect Costs		\$4,040.01	\$1,436.45		\$5,476.46
FS Overhead Costs	\$663.36				\$663.36
Total	\$4,809.36	\$17,000.00	\$6,396.45	\$0.00	
Total Project Value:					\$28,205.81

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 77.32%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 22.68%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Invasive Plant Program Coordinator	\$348.00	8.00	\$2,784.00
Forest Botanist	\$454.00	3.00	\$1,362.00

Total Salaries/Labor	\$4,146.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00

Total Travel	\$0.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00

Total Supplies/Materials	\$0.00
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00

Total Other	\$0.00
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Subtotal Direct Costs

\$4,146.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
16.00%	\$4,146.00	\$663.36
Total FS Overhead Costs		\$663.36

TOTAL COST

\$4,809.36

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
CCNWCB Coordinator		\$440.00	6.00		\$2,640.00
Crewmember - lead		\$212.00	25.00		\$5,300.00
Crewmember - tech		\$188.00	20.00		\$3,760.00
Total Salaries/Labor					\$11,700.00

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
County owned vehicle (Insurance, fuel, service and minor repairs)		\$50.00	18.00		\$900.00
Total Travel					\$900.00

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
PPE, herbicide, hand pruners, heavy garbage bags, seed, etc.		1.00	\$359.99	\$359.99
Total Supplies/Materials				\$359.99

Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
34.53%	\$11,700.00	Apply to Salaries and Wages		\$4,040.01
Total Coop. Indirect Costs				\$4,040.01

TOTAL COST

\$17,000.00

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
CCNWCB Coordinator	\$440.00	4.00	\$1,760.00
Crewmember - lead	\$212.00	6.00	\$1,272.00
Crewmember - tech	\$188.00	6.00	\$1,128.00

Total Salaries/Labor	\$4,160.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
County owned vehicle (Insurance, fuel, service and minor repairs)		\$50.00	4.00	\$200.00

Total Travel	\$200.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
PPE/Field Supplies	1.00	\$300.00	\$300.00
Office Supplies	1.00	\$50.00	\$50.00
Herbicide	\$1.00	250.00	\$250.00

Total Supplies/Materials	\$600.00
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00

Total Other	\$0.00
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Subtotal Direct Costs

\$4,960.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
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34.53%

\$4,160.00

Apply to Salaries and Wages

\$1,436.45

Total Coop. Indirect Costs

\$1,436.45

TOTAL COST

\$6,396.45

Attachment: C. Secure Rural Schools (SRS) ALN 10.665

USFS Agreement No.: 24-PA-11060900-166

Mod. No.:

Cooperator Agreement No.:

Agreements Financial Plan (Short Form)**Financial Plan Matrix:** Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$7,490.00	\$41,980.00	\$10,080.00	\$0.00	\$59,550.00
Travel	\$0.00	\$3,000.00	\$500.00	\$0.00	\$3,500.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$2,214.31	\$2,500.00	\$0.00	\$4,714.31
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other					\$0.00
Subtotal	\$7,490.00	\$47,194.31	\$13,080.00	\$0.00	\$67,764.31
Coop Indirect Costs		\$14,495.69	\$4,516.52		\$19,012.22
FS Overhead Costs	\$1,198.40				\$1,198.40
Total	\$8,688.40	\$61,690.00	\$17,596.52	\$0.00	
Total Project Value:					\$87,974.93

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 80.00%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 20.00%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Invasive Plant Program Coordinator	\$348.00	15.00	\$5,220.00
Forest Botanist	\$454.00	5.00	\$2,270.00

Total Salaries/Labor	\$7,490.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00

Total Travel	\$0.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00

Total Supplies/Materials	\$0.00
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00

Total Other	\$0.00
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Subtotal Direct Costs

\$7,490.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
16.00%	\$7,490.00	\$1,198.40
Total FS Overhead Costs		\$1,198.40

TOTAL COST

\$8,688.40

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
CCNWCB Coordinator	\$440.00	20.00	\$8,800.00
Crewmember - lead	\$212.00	90.00	\$19,080.00
Crewmember - tech	\$188.00	75.00	\$14,100.00

Total Salaries/Labor	\$41,980.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
County owned vehicle (Insurance, fuel, service and minor repairs)		\$50.00	60.00	\$3,000.00

Total Travel	\$3,000.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
PPE, herbicide, hand pruners, heavy garbage bags, seed, etc.	1.00	\$2,214.31	\$2,214.31

Total Supplies/Materials	\$2,214.31
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Subtotal Direct Costs

\$47,194.31

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
34.53%	\$41,980.00	\$14,495.69
Total Coop. Indirect Costs		\$14,495.69

TOTAL COST

\$61,690.00

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
CCNWCB Coordinator	\$440.00	12.00	\$5,280.00
Crewmember - lead	\$212.00	12.00	\$2,544.00
Crewmember - tech	\$188.00	12.00	\$2,256.00

Total Salaries/Labor	\$10,080.00
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Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
County owned vehicle (Insurance, fuel, servie and minor repairs)		\$50.00	10.00	\$500.00

Total Travel	\$500.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
PPE, herbicide, hand pruners, heavy garbage bags, office supplies etc.	1.00	\$2,500.00	\$2,500.00

Total Supplies/Materials	\$2,500.00
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Other Expenses

Standard Calculation

Item	# of Units	Cost/Unit	Total
			\$0.00

Total Other	\$0.00
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Subtotal Direct Costs

\$13,080.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
34.53%	\$13,080.00	\$4,516.52
Total Coop. Indirect Costs		\$4,516.52

TOTAL COST

\$17,596.52



5
MAY 06 2024

AGENDA ITEM SUMMARY

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

Department: Juvenile Services

WORK SESSION ☒ **Meeting Date: 05/06/2024**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Grant application between the Washington State Criminal Justice Training Commission (WA-CJTC) and Juvenile & Family Services to help correctional agencies in establishing an officer wellness program.

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?** ☐

Budget change would be necessary, revenue for services and or goods

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

County Official signature & print name:

Jody Jacobsen Jody Jacobsen

Name of Employee/Stakeholder attending meeting: Jody Jacobsen and Jeff Gowdy

Relevant Departments: _____

Date submitted: 05/01/2024

* Work Session/Reg Meeting - Submit 2 single sided/not stapled copies + 2 AIS and 3 originals (stapled) + AIS

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

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

Clallam County

Grant Application Information

DEPARTMENT: **Juvenile Services**

DATE SUBMITTED TO W/S: **5/1/24**

GRANT NAME: **Officer Wellness**

APPLICATION DEADLINE: **5/2/24**

ISSUING AGENCY: **Washington CJTC**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **12 Months**

RENEWAL POSSIBLE? **Unknown**

TOTAL AWARD: **\$10,000**

ANNUAL AMOUNT :**\$10,000**

MATCH REQUIRED? **No**

MATCH AMOUNT: **0**

DESCRIPTION OF GRANT AND PURPOSE: The purpose of the Washington State Criminal Justice Training Commission (WA-CJTC) Officer Wellness grant is to help correctional agencies in establishing an officer wellness program.

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

This grant will promote corrections and probation officer wellness and well-being by building resilience, peer support, stress management, and promoting proper nutrition, as well as physical and mental fitness. If awarded, grant funds would be used to establish a wellness program and certify in-house staff trainers in research-based curriculum offered through Desert Waters Correctional Outreach Program in four target areas: From Corrections Fatigue to Fulfillment (CF2F); Improving the Well-Being of Corrections Professionals & Overcoming Traumatic Stress; The Supportive Correctional Supervisor; and Correctional Family Wellness.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS?

HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS? This grant would support the Juvenile Services department efforts to the promote health and wellness of our staff, promoting longevity as well as supporting new officers and supervisors. Providing targeted staff wellness programs has been shown to decrease turnover, decrease absences and significant health concerns, lower incident reports, improve employee satisfaction and staff performance, enhance healthy coping, increase resilience as officers seek support earlier, and improve leadership and staff relations.

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?

No – training is already required so the grant does not add a new service however the service is necessary as we have experienced significant staff turnover and burnout.

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

The wellness program will formalize an Officer Engagement and Development (OED) training program with all staff receiving wellness training, improve the on-boarding experience with new hires, create a formal Critical Incident Response Employee Assistance

Team for debriefing critical incidents, and coordinating regular appreciation events focused on officer wellness.

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

No

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

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?

No

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

No

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?

If the grant is not received, one training category may still be sought but the full wellness program would take longer to establish.

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

No

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.

As this would be new grant funding, a revenue line would need to be created however expenditures would come from existing lines.

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.



AGENDA ITEM SUMMARY

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

6
MAY 06 2024

Department: BOCC

WORK SESSION ☒ **Meeting Date: 5-6-24**

REGULAR AGENDA ☒ **Meeting Date: 5-14-24**

Item Summary:*

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

Documents exempt from public disclosure attached: ☐

Executive Summary:

A total of five small water systems in Clallam County have been purchased by a company called Cascadia Water, LLC. Cascadia has proposed new rates for these systems which will more than double what county residents are currently paying and a number of residents have reached out to request support. At least one county asset (Dungeness Recreation Area) is served by Cascadia so there is a direct nexus to Clallam County as well. The Commissioners will be reviewing a draft letter to the Utilities and Trade Commission in response to these proposed rate increases.

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?)
Review and approve letter

County Official signature & print name: Loni Gores Loni Gores

Name of stakeholder attending meeting: Board of Commissioners

Date Submitted: May 1, 2024

* Submit original and 5 copies
** Submit 3 originals and 5 copies

Letter to Washington Utilities and Trade Commission 5-14-24
Revised: 5-9-05



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 14, 2024

Washington Utilities and Trade Commission
621 Woodland Square Loop SE
Lacey, WA 98503

Re: Docket No. UW-240151

Dear Honorable Commissioners:

We write today to reinforce and echo the concerns expressed by a number of Clallam County residents regarding the rate increase proposed by Cascadia Water, LLC found in Docket No. UW-240151.

As you are aware, should these new rates be approved, it will more than double the amount that system users currently pay: The "ready to serve" cost is proposed to increase from \$24/month to \$44/month, while residential base rates are proposed to double. These are huge increases for a county like ours where the median income is 30% less than the state average.

While we understand the need to make investments in system improvements across Cascadia's portfolio, we are concerned that the users of some Cascadia-owned systems are subsidizing the improvements needed for other systems – and doing so in a manner that is unsustainable for local communities.

Please review these proposed increases carefully to ensure they are appropriately justified, to ensure that new system-wide assets will in fact be utilized across the company's multiple systems in multiple counties, and to ensure that ratepayers for some systems are not unduly subsidizing investments in remote systems from which they derive no benefit.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias



Documents updated
Document was submitted after the agenda and packet were posted on 5-2-24 - Item 6 Updated agenda item + letter

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County Official signature & print name: *Loni Gores* Loni Gores

Name of stakeholder attending meeting: Board of Commissioners

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

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Mike French, Chair

Randy Johnson

Mark Ozias



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

2nd updated document
Document was submitted after the
agenda and packet were posted on
5-2-24 - Item 6
2nd updated letter

Board of Clallam County Commissioners

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Furthermore, we note that Cascadia Water, LLC is proposing to consolidate multiple systems in Clallam County. Given that this consolidated system would include more than 1,000 service connections in our county we wish to ensure that Cascadia has met its obligations under WAC 246-290-100 which, among other things, requires that a water system plan be submitted to and approved by the Department of Health. Our understanding is that this plan should include a detailed operations and maintenance program that covers system personnel, contaminant monitoring and importantly an emergency response program.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias