



## WORK SESSION

### BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4<sup>th</sup> Street, Room 160  
Port Angeles, Washington  
February 2, 2026

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: 836 9266 4344 and passcode: 12345 and use \*9 to raise your hand.

If you would like to participate in the meeting via Zoom video conference, visit <https://us06web.zoom.us/j/83692664344> and use meeting ID: 836 9266 4344 and passcode: 12345

This meeting can be viewed on a live stream at this link: <https://clallamcountywa.gov/meetings>

Public comment can be directed to the Clerk of the Board at 360-417-2256 or [Loni.Gores@clallamcountywa.gov](mailto:Loni.Gores@clallamcountywa.gov)

#### **Administration – 9 a.m.**

- 1a Calendar/Correspondence
- 1b Resolution appointing Dorothea Hoffmann to the Crescent Community Advisory Council
- 1c Resolution appointing Leah Rathwell and Lisa Law to the Olympic Area Agency on Aging
- 1d Resolution appointing Pete Tjemsland to the Board of Health
- 1e Discussion and next steps regarding placing a monument on County property for Justice Susan Owens
- 1f Open County position review
- 1g Agreement with Administrative Office of the Courts for document conversion (2d)\*
- 1h Agreement with Washington State Parks and Recreation Commission for boating safety
- 1i Agreement with Washington Traffic Safety Commission for traffic safety programs
- 1j Agreement with Washington State Military Department and State 911 Funds for emergency dispatch
- 1k Animal Solutions Advisory Committee update
- 1l Contract amendment 9 with Department of Health for the consolidated contract
- 1m Pollution, Identification and Correction PIC Program update

#### **Board of Commissioners**

- 2a Energy efficiency - LED and Water Heat Pump Replacement Projects update
- 2b Law Library update

#### **General Discussion/Items for Future Agendas**

- Joint Meeting with the Department of Natural Resources (3/16 at 1 p.m.)
- Department of Transportation Highway 101 Projects (3/23 at 9 a.m.)
- Joint Meeting with the Port of Port Angeles (4/27 at 11 a.m. Hosted at Port)
- Joint Meeting with the Department of Natural Resources (6/15 at 1 p.m.)
- Department of Transportation Highway 101 Projects (6/22 at 9 a.m.)
- Joint Meeting with the Department of Natural Resources (8/17 at 1 p.m.)
- Department of Transportation Highway 101 Projects (9/14 at 9 a.m.)
- Joint Meeting with the Port of Port Angeles (10/26 at 11 a.m. Hosted at BOCC)
- Joint Meeting with the Department of Natural Resources (11/9 at 1 p.m.)
- Department of Transportation Highway 101 Projects (12/7 at 9 a.m.)

## **EXECUTIVE SESSION**

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

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

16

FEB 02 2026



# AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION  Meeting Date: 2-2-26

REGULAR AGENDA  Meeting Date: 2-10-26

**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 Crescent Community Advisory Council due to an expiration of term.

A press release was issued during the month of December 2025 soliciting applications from interested citizens. One application was received.

Commissioner French supports the appointment of Dorothea Hoffmann to the Crescent Community Advisory Council.

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

None

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

\* 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)

Crescent Community Hoffmann 2-10-26.docx  
Revised: 3-04-2019



RESOLUTION \_\_\_\_\_, 2026

APPOINTING A MEMBER TO THE  
CRESCENT COMMUNITY ADVISORY COUNCIL

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Crescent Community Advisory Council due to an expiration of term.
2. A press release was issued during the month of December 2025 soliciting applications from interested citizens. One application was received.
3. Commissioner French supports the appointment of Dorothea Hoffmann to the Crescent Community Advisory Council.

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

1. **Dorothea Hoffmann** is appointed to serve as the At-large representative for a term expiring December 31, 2027.

PASSED AND ADOPTED this 10<sup>th</sup> day of February 2026

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias

ATTEST:

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Loni Gores, MHC, Clerk of the Board

\_\_\_\_\_  
Mike French, Chair

c: Appointee  
CCAC  
A22.25



10  
FEB 02 2026

## AGENDA ITEM SUMMARY

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

Department: **BOCC**

**WORK SESSION**  Meeting Date: **2-2-26**

**REGULAR AGENDA**  Meeting Date: **2-10-26**

### Item summary:

- |  |  |                                      |
|--|--|--------------------------------------|
| <input type="checkbox"/> Call for Hearing      | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                      |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance       | <input type="checkbox"/> Final Ordinance                     | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached:

### Executive summary:

Vacancies exist on the Olympic Area Agency on Aging Advisory Council due to expired terms.

A press release was issued during the month of October 2025 soliciting applications from interested citizens.

The Olympic Area Agency on Aging Advisory Council recommends the appointments of Leah Rahwell and Lisa Law.

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

None

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

\* 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 \_\_\_\_\_, 2026

APPOINTING MEMBERS TO THE  
OLYMPIC AREA AGENCY ON AGING ADVISORY COUNCIL

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Olympic Area Agency on Aging Advisory Council due to expired terms.
2. A press release was issued during the month of December 2025 soliciting applications from interested citizens. Two new applications were received.
3. The Olympic Area Agency on Aging Advisory Council recommends the appointments of Leah Rathwell and Lisa Law.

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

1. **Leah Rathwell** is appointed as a Clallam County Representative to a term expiring December 31, 2027.
2. **Lisa Law** is appointed as a Clallam County Representative to a term expiring December 31, 2027.

PASSED AND ADOPTED this 10<sup>th</sup> day of February 2026

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Mike French

ATTEST:

\_\_\_\_\_  
Loni Cores, MMC, Clerk of the Board

c: Appointees  
Olympic Area Agency on Aging  
A22.167

1d

FEB 02 2026



# AGENDA ITEM SUMMARY

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

Department: **BOCC**

**WORK SESSION**  Meeting Date; **2-2-26**

**REGULAR AGENDA**  Meeting Date: **2-10-26**

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:**

A vacancy exists on the Clallam County Board of Health for the City Council Member.

A notice of vacancy was issued to the press in December 2025 to solicit applications.

The City of Sequim identified Arnold "Pete" Tjemsland as the City Council Member representative.

City of Port Angeles, City of Forks and City of Sequim unanimously support the appointment.

**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?)

Approval of Resolution.

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

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners, HHS

**Relevant Departments:** Board of Commissioners and HHS

\* Work Session Meeting - Submit 1 single sided/not stapled copy Board of Health Tjemsland 2-10-26.docx  
 \*\* Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



RESOLUTION \_\_\_\_\_, 2026

APPOINTING A MEMBER TO THE  
CLALLAM COUNTY BOARD OF HEALTH

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Clallam County Board of Health for the City Council Member.
2. A notice of vacancy was issued to the press in December 2025 to solicit applications.
3. The City of Sequim identified Arnold "Pete" Tjemsland as the City Council Member representative.
4. City of Port Angeles, City of Forks and City of Sequim unanimously support Arnold "Pete" Tjemsland.
5. The Health and Human Services Deputy Director supports the appointment of Arnold "Pete" Tjemsland.

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

1. **Arnold "Pete" Tjemsland** is appointed as the City Council Member representative for a term ending December 31, 2028.

PASSED AND ADOPTED this 10<sup>th</sup> day of February 2026

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias

\_\_\_\_\_  
Randy Johnson

ATTEST:

\_\_\_\_\_  
Loni Gores, MMC, Clerk of the Board

\_\_\_\_\_  
Mike French, Chair

C: A22.176  
Appointee  
HHS

1e

FEB 02 2026



# AGENDA ITEM SUMMARY

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

Department: **BOCC**

**WORK SESSION**  Meeting Date: **2-2-26**

**REGULAR AGENDA**  Meeting Date:

**Item summary:**

- Call for Hearing
- Resolution
- Draft Ordinance
- Contract/Agreement/MOU - Contract #
- Proclamation
- Final Ordinance
- Budget Item
- Other – Discussion and next steps

Documents exempt from public disclosure attached:

**Executive summary:**

Natie Columbus, President, Washington Women Lawyers Olympic Peninsula Chapter for the Washington Women Lawyers Association, has approached the Clallam County Commissioners about placing a monument on County property to the late Washington Supreme Court Justice, Susan Owens. Justice Owens was a Clallam county judge and longtime resident who recently retired from the WA Supreme Court in late 2024 and passed away in late March 2025. Justice Owens' career, spanned 40+ years, in service to the State, County, and local community.

Discussion and next steps on how to initiate the process to place such a monument on county property.

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

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

Discussion and next steps.

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

**Name of Department/Employee/Stakeholder attending meeting:** Board of Commissioners, Natie Columbus – President, Washington Women Lawyers Olympic Peninsula Chapter, Don Crawford – Clallam County Facilities, Rod Fleck – City of Forks

\* 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)

1f

FEB 02 2026



# AGENDA ITEM SUMMARY

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

Department: Human Resources

WORK SESSION  Meeting Date: 2/02/26

REGULAR AGENDA  Meeting Date:

Required originals approved and attached?   
Will be provided on:

**Item summary:**

- Call for Hearing
- Resolution
- Draft Ordinance
- Contract/Agreement/MOU - Contract #
- Proclamation
- Final Ordinance
- Budget Item
- Other Position Needs Assessment

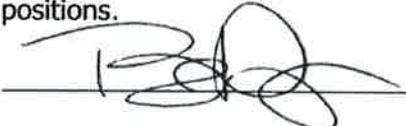
Documents exempt from public disclosure attached:

**Executive summary:**

All departments submit a requisition to Human Resources for any new open position. Through that process a Position Request Need Assessment Questionnaire is also submitted. The questionnaire will be presented by Human Resources to the Board of County Commissioners for review and approval/denial.

**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?**   
As included in each assessment questionnaire.

**Recommended action:** (Does the Board need to act? If so, what is the department's recommendation?)  
Please review for approval/denial of the open positions.

County Official signature & print name:  Bonnie Dennler

Name of Employee/Stakeholder attending meeting: Human Resources Director

Relevant Departments: County-wide

Date submitted: 1/27/26

\* 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)

Blank Position Needs Assessment - BOCC  
Revised: 3-04-2019



CLALLAM COUNTY  
Board of County Commissioners  
Finance Division  
223 E. 4th Street  
Port Angeles, WA 98362

TODD MIELKE, COUNTY ADMINISTRATOR

## Position Request Need Assessment Questionnaire

### Purpose:

To ensure sound decision-making in filling positions, this assessment will help evaluate the financial and operational necessity of the requested role. Given current budget constraints and potential changes in funding availability, departments are required to complete this form before approval of any hiring requisition.

### Instructions:

Please complete all questions thoroughly. Attach any necessary supporting documentation. Incomplete forms may delay the review process.

### Section 1: General Information

Department: **District Court II**

Position Title: **Court Clerk I**

Salary Range: **19.328 - 23.548/hour**

Is this position included in the current budget? Yes  No

If no, what is the funding source or proposed budget adjustment? \_\_\_\_\_

What is the ideal timeline for filling this position? **ASAP**

How long has this position been vacant? **1/31/2026**

### Section 2: Justification & Impact Assessment

#### 1. Operational Necessity

- What are the key responsibilities of this role that cannot be covered by existing staff? **Staffing window/phones, training for Clerk II**
- What are the consequences of not filling this position? (e.g., legal risk, service reductions, increased costs, operational delays)? **Office would need to drop to two days a week interfacing with public, possible legal ramifications.**

#### 2. Funding & Budget Considerations

- Is this position fully or partially grant-funded? Yes  No
- If yes, identify the funding:  
Direct Federal Funding  Indirect State Funding  Pass-Through Funding (i.e.. HCA)
- What is the total allowed amount in the grant? \_\_\_\_\_
- If the grant is reduced or eliminated, how will this position be sustained? \_\_\_\_\_
- What is the total annual cost of this position (salary + benefits): \_\_\_\_\_



CLALLAM COUNTY  
Board of County Commissioners  
Finance Division  
223 E. 4th Street  
Port Angeles, WA 98362

TODD MIELKE, COUNTY ADMINISTRATOR

- If this position is not filled, what cost savings would be realized? 1 FTE

### 3. Workload & Staffing Considerations

- Is this a new position or a replacement position?  
 NEW  Replacement – Previous Employee: Melissa Freeman
- If a replacement, was the previous employee working full-time? Yes  No
- Annual overtime costs for the previous employee, if any: \$751
- Can this role be restructured into a part-time role? Yes  No 
  - i. If no, explain why full-time status is necessary: The court operates 5 days a week. Without two staff, we cannot cover vacation, sick leave, or lunch.
- Have job duties been evaluated for reallocation to existing staff? Yes  No 
  - i. If no, explain why reallocation is not feasible:

### 4. Legal, Regulatory, & Service Delivery Impact

- Does failure to fill this position put the County at risk of violating any RCW, WAC, or contractual obligations? Yes  No 
  - i. If yes, provide details and references to applicable regulations: Unsure of all the requirements, but the court must meet certain time frames regarding arrests and first appearances as well as public access.
- Is this position required to maintain mandated services or regulatory compliance?  
Yes  No 
  - i. If yes, specify the mandates impacted by this role: See above

### 5. Strategic & Organization Considerations

- Does this position align with long-term strategic goals for the department? Yes  No   
For the organization? Yes  No 
  - i. If yes, explain how this position supports future planning and growth:  
For the Department: Puts someone on the track for training and greater responsibilities moving forward.  
For the Organization: Continuity and public service.
- Are there any upcoming changes in federal or state funding that could impact the sustainability of this role? Yes  No



**CLALLAM COUNTY**  
**Board of County Commissioners**  
**Finance Division**  
223 E. 4th Street  
Port Angeles, WA 98362

TODD MIELKE, COUNTY ADMINISTRATOR

i. If yes, describe potential risks and contingency plans:

**Section 3: Supporting Documentation**

Please attach the following documents with your completed form:

- Current Organizational Chart (showing position placement)
  
- Budget Impact Analysis (if applicable)
- Current Schedule A
- Grant Funding Documentation (if applicable)
- Any Additional Supporting Documents

**Section 4: Department & Administrative Review**

**Prepared by:**

- Name: Mark Downing
- Title: Court Administrator
- Date: 01/20/2026

**Department Head Approval (if different than above):**

- Name: Bruce Hanify
- Title: Presiding Judge
- Date: JAN 21 2026

**Department Head Signature:** \_\_\_\_\_



19  
FEB 02 2026  
ad

# AGENDA ITEM SUMMARY

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

Department: Clerk

WORK SESSION  Meeting Date: 02/02/2026

REGULAR AGENDA  Meeting Date: 02/03/2026

Required originals approved and attached?   
Will be provided on:

**Item summary:**

- Call for Hearing
- Contract/Agreement/MOU - Contract # AOC2936/891-26-001
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

**Executive summary:** This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts. The purpose of this Agreement is for Clallam County Clerk to pay AOC for a document conversion with Tyler Technologies. Clallam County Clerk is to work with AOC for the document conversion from the OnBase legacy system to Enterprise Justice. The agreement shall commence on 01/16/2026, and end on 06/30/2026, unless terminated sooner or extended. Clallam County Clerk will reimburse AOC a total compensation not to exceed twenty thousand two hundred seventy dollars \$20,270.00 for payments made during the period from 01/16/2026, through 06/30/2026, related to the purpose of this agreement.

**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 as funding has already been approved.

**Recommended action:** (Does the Board need to act? If so, what is the department's recommendation?)  
Seeking review and signature of contract AOC2936/891-26-001.

**County Official signature & print name:** Nikki Botnen *N. Botnen*

**Name of Employee/Stakeholder attending meeting:** Nikki Botnen

**Relevant Departments:** Clerk, IT

**Date submitted:** 01/28/2026

891-26-001



**WASHINGTON  
COURTS**

**INTERAGENCY AGREEMENT**

**AOC2936**

**BETWEEN**

**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**

**AND**

**CLALLAM COUNTY CLERK**

**1. PARTIES TO THE AGREEMENT**

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC," and Clallam County, referred to as "Clallam County Clerk".

**2. PURPOSE**

The purpose of this Agreement is for Clallam County Clerk to pay AOC for a document conversion with Tyler Technologies.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**3. STATEMENT OF WORK**

The Agency shall:

Work with AOC for the Document conversion from legacy system to Enterprise Justice at Clallam County Clerk. AOC will submit work authorization order to Tyler Technologies.

**4. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on 01/16/2026, and end on 06/30/2026, unless terminated sooner or extended, as provided herein.

**5. COMPENSATION**

Clallam County Clerk will reimburse AOC a total compensation not to exceed twenty thousand two hundred seventy dollars \$20,270.00 for payments made during the period from 01/16/2026, through 06/30/2026, related to the purpose of this agreement.

AOC may extend the term of this Contract or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Contract.

**6. INVOICES; BILLING; PAYMENT**

AOC will submit properly prepared itemized invoices via email on an A19 form to Clallam County Clerk Program Manager. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19 shall be returned by Clallam County Clerk to AOC for correction or reissuance. All A19 shall provide and itemize, at a minimum, the following:

- Contract Number AOC2936
- Agency name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the Clallam County Clerk within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the Clallam County Clerk Program Manager.

**7. AGREEMENT MANAGEMENT**

The Program Manager and Agency Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Contract. The parties may change administrators by written notice.

<b>AOC Program Manager</b>	<b>Agency Program Manager</b>
<b>Ghery Pettit</b> PO Box 41170 Olympia, WA 98504-1170 <a href="mailto:Ghery.pettit@courts.wa.gov">Ghery.pettit@courts.wa.gov</a> (360) 704-5527	<b>Nikki Botnen</b> 223 E 4th St, Ste 9 Port Angeles, WA 98362-3015 <a href="mailto:nikki.botnen@clallamcountywa.gov">nikki.botnen@clallamcountywa.gov</a> (360) 417-2231

**8. RECORDS RETENTION & PUBLIC RECORDS**

- a. Records Retention. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either

party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel mutually agreed upon by both parties, and other officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- b. Public Information. This Agreement and all related records may be subject to public disclosure as required by Washington's Public Records Act, RCW 42.56, and court rule GR 31.1. No party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act or GR 31.1, without first providing notice to the other party within ten (10) business days of the receipt of the request. The Parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

## **9. RIGHTS IN DATA**

The AOC shall own all rights, title and interest in and to all materials developed and delivered under this agreement. The Agreement grants to the AOC royalty-free, perpetual license to copy, use, distribute, and modify all materials developed and delivered under this agreement for the use and benefit of the judicial branch of the Washington State government. This license does not include the right to sub-license, sell or otherwise transfer the materials or any rights to the materials to any other person or organization for any purpose without the express written authorization of the ("Clallam County Clerk").

Materials provided by the AOC to the ("Clallam County Clerk") remain the sole property of the AOC and cannot be used by the ("Clallam County Clerk") for purposes beyond this agreement without the express written authorization of the AOC.

## **10. RESPONSIBILITY OF THE PARTIES**

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

## **11. DISPUTE RESOLUTION**

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to

continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

## **12. GENERAL PROVISIONS**

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.
- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the

Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.

- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Agency shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of

these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.
  
- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Agency through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Agency. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Agency a minimum of seven (7) calendar days before the suspension date. Agency shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
  
- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**WASHINGTON STATE ADMINISTRATIVE  
OFFICE OF THE COURTS**

**CLALLAM COUNTY CLERK**

*Signature*

*Date*

*Signature*

*Date*

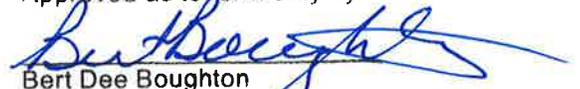
*Name*

*Name*

*Title*

*Title*

Approved as to form only by



Bert Dee Boughton  
Civil Deputy Prosecuting Attorney  
Clallam County



lh  
FEB 02 2026

## AGENDA ITEM SUMMARY

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

**Department: Sheriff**

**WORK SESSION**  **Meeting Date: 2/2/2026**

**REGULAR AGENDA**  **Meeting Date: 2/10/2026**

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

**Item summary:**

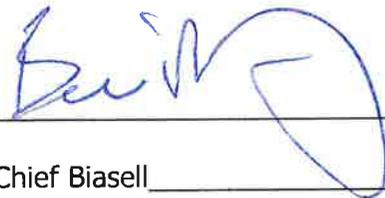
- |   |   |                                      |
|---|---|--------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # 11003-26-01 |                                      |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation   | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance  | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached:

**Executive summary:** The Sheriff's Office Boating Unit receives annual revenue from Washington State Parks and Recreation Commission for participating in specific boating safety events and reporting requirements. The amount is a calculated portion of the Vessel Registration Fees collected by the State, and then disbursed to eligible entities.

**Budgetary impact:** Estimate already included in 2026 budget

**Recommended action:** Board approval

**County Official signature & print name:** Sheriff King 

**Name of Employee/Stakeholder attending meeting:** Chief Biasell

**Relevant Departments:** Sheriff

**Date submitted:** 1/27/2026

\* 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)

RECEIVED

DEC 18 2025

11003-26-01



PROSECUTING ATTORNEY



**INTERGOVERNMENTAL AGREEMENT**

Between

**WASHINGTON STATE PARKS AND RECREATION COMMISSION**

And

**Clallam County Sheriff's Office**

**Agency Size Category: Medium**

**Marine Lead: Nicholas Cannady, 360-460-6897**

**AGREEMENT#: VRF 527-167**

**THIS AGREEMENT** is between the Washington State Parks and Recreation Commission, "STATE PARKS," and Clallam County Sheriff's Office the "AGENCY".

**THE PURPOSE OF THIS AGREEMENT** is to establish a cooperative framework between STATE PARKS and the AGENCY to enhance the performance of boating safety and education services in the state per RCW 88.02.650, WAC 352-65-040(10) and WAC 352-65.010. The goal is to reduce the number and severity of recreational boating casualties of all types associated with recreational boating and ensure a safe and enjoyable boating environment for all users.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**SUMMARY STATEMENT**

In exchange for vessel registration fees, transmitted to the AGENCY by the Washington State Treasurer, AGENCY shall furnish the necessary personnel, equipment, material, and services and otherwise do all things necessary for, or incidental to, the performance of marine law enforcement and other duties as defined in Chapter 79A.60 RCW - REGULATION OF RECREATIONAL VESSELS.

**PERIOD OF PERFORMANCE**

The term of this agreement, once signed by STATE PARKS, shall end on September 30, 2026.

## **RECORDS MAINTENANCE**

The parties to this agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records are subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this agreement must be retained for six years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties must have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. Each party shall utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this agreement will continue to be employees or agents of that party and will not be considered for any purpose to be employees or agents of the other party.

## **AGREEMENT ALTERATIONS AND AMENDMENTS**

This agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing.

## **INDEMNIFICATION**

Each party is responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

## **TERMINATION FOR CAUSE**

If STATE PARKS determines that AGENCY is not in compliance with the minimum requirements of this agreement, the State Parks Marine Law Enforcement Coordinator will notify AGENCY in writing of the deficiency. AGENCY will have forty-five days following receipt of the notice of deficiency to submit a plan satisfactory to STATE PARKS to remedy the deficiency. If, after forty-five days, AGENCY has not submitted a plan to STATE PARKS for remedying the deficiency or is unable to demonstrate its ability to meet minimum requirements, STATE PARKS will have the

option to terminate this agreement. If AGENCY disagrees with STATE PARKS' decision to cancel this agreement, AGENCY may seek a hearing per chapter 34.05 RCW, the Administrative Procedure Act to contest this decision.

### **DISPUTES**

In the event that a dispute arises under this agreement, it will be determined by a Dispute Board in the following manner: Each party to this agreement appoints one member to the Dispute Board. The members so appointed jointly appoint an additional member to the Dispute Board. The Dispute Board reviews the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board is final and binding on the parties hereto.

### **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency must be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Summary Statement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

### **ASSIGNMENT**

The work to be provided under this agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent may not be unreasonably withheld.

### **WAIVER**

A failure by either party to exercise its rights under this agreement does not preclude that party from subsequent exercise of such rights and does not constitute a waiver of any other rights under this agreement unless stated to be such, in writing, signed by an authorized representative of the party, and attached to the original agreement

## **SEVERABILITY**

If any provision of this agreement or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

## **ALL WRITINGS CONTAINED HEREIN**

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 exist or bind the parties.

## **CONTRACT MANAGEMENT**

The contract representative for each of the parties are responsible for and are the contact person for all communications and billings regarding the performance of this agreement.

The Contact Representative for AGENCY is:

Nicholas Cannady, Deputy

Clallam County Sheriff's Office

360-460-6897

[nicholas.cannady@clallamcountywa.gov](mailto:nicholas.cannady@clallamcountywa.gov)

The Contract Representative for STATE PARKS is:

Bryan Alexander, Marine Law Enforcement Coordinator

(360) 902-8835.

**IN WITNESS WHEREOF, the parties have executed this agreement.**

**Washington State Parks and  
Recreation Commission**

**Clallam County Sheriff's Office**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved As To Form:**

**Michael Young**

**Asst. Attorney General**

**12/21/17**

**Approved as to form only by:** \_\_\_\_\_

**Jay Reno**  
**Civil Deputy Prosecuting Attorney**  
**Clallam County**

## Exhibit A

### AGENCY REQUIREMENTS

#### **Signed Agreement:**

AGENCY shall sign an Approved Program Agreement with STATE PARKS that contains all qualifications and requirements necessary to establish or maintain eligibility to receive vessel registration fees as established by RCW 88.02.650. AGENCY agrees to use the A-299 Web Forms to provide information necessary to complete the annual Approved Program Agreement. AGENCY agrees to utilize the web-enabled process designated by STATE PARKS to generate the Approved Program Agreement. AGENCY agrees to complete the submission process by October 15, 2025.

#### **Designated Marine Lead / Conference Attendance / Surveys:**

AGENCY must designate a "Marine Lead" - the Deputy/Officer/or Supervisor (LT, SGT, Undersheriff) that is responsible for interacting with STATE PARKS on all issues and matters related to AGENCY's Marine Law Enforcement unit. Duties include but are not limited to:

- Ensuring all required reports are completed and submitted to STATE PARKS within document due date guidelines.
- Submitting personnel names to attend training courses and conferences.
- Attending the annual Fall Conference or designating another to attend.
- Ensuring that all commissioned officers/deputies identified in the A-299 Web Form have received Marine Law Enforcement Training.
- Ensuring that all tasks identified on the BOAT Currency Web Form are current and up to date.
- Taking proactive steps to ensure that his/her agency will have all necessary equipment and other necessary infrastructure in place so to utilize the SECTOR system for all boating related safety inspections and warnings. Inspections can be entered into SECTOR at the time of the inspections or at a later time.
- Communicating with STATE PARKS on all matters and issues that may arise around recreational boating safety and marine law enforcement and disseminating information within their agency as appropriate.
- Responding to any and all recreational boating safety surveys sent by STATE PARKS within the requested timeline.
- Ensuring that all data on their agency held by STATE PARKS is up to date and accurate.

#### **Reporting Recreational Boating Activities and Financial Data:**

**Training Currency Forms:** AGENCY agrees to complete a BOAT Currency Web Form for each officer/deputy identified in their A-299 Web Form by October 15 of each year. Only officers/deputies whose training qualifications are current will be considered trained.

**Summary of Activity Report Web Forms:** AGENCY agrees to use the Summary of Activity Report (SOAR) web form to report all required recreational boating safety (RBS) activities. AGENCY may report the activities daily, monthly, or quarterly using the SOAR Web Forms.

**Utilize SOAR Web Forms:** AGENCY will use the Summary of Activity Report (SOAR) web form designated by STATE PARKS to report all required RBS Activities.

**Reporting Frequency:** AGENCY must submit a Summary of Activity Report (SOAR) at least quarterly to STATE PARKS. However, it may report RBS Activities daily or monthly using the SOAR Web Forms.

**Review and Approval of SOAR:** STATE PARKS will provide AGENCY with a summary of all reported RBS Activities at the end of the quarter and provide AGENCY with the opportunity to correct, update, and/or amend their report to address any inaccuracies or omissions. If all information is correct, AGENCY will print, sign, and submit a copy of the SOAR quarterly summary to STATE PARKS by the designated deadline.

**Due Dates:** The SOAR is due to STATE PARKS by the 15<sup>th</sup> of the month following the end of the quarter as follows:

Quarter	Beginning Date	End Date	SOAR Due Date
First Quarter	January 1	March 31	April 15
Second Quarter	April 1	June 30	July 15
Third Quarter	July 1	September 30	October 15
Fourth Quarter	November 1	December 31	January 15

**Vessel Registration Fee Expenditure Report:** AGENCY will use the Vessel Registration Fee Expenditure Report Web Form to provide STATE PARKS with accounting information as directed. AGENCY agrees to submit this form by October 15 of each year.

**EXHIBIT B**  
**FUNDING REQUIREMENTS**

**AGENCY Financial System Report:** AGENCY agrees to provide STATE PARKS with a report from the AGENCY'S financial system that demonstrates that vessel registration fees (VRFs) are deposited in a dedicated account and showing the deposit of state vessel registration funds received from the Office of State Treasurer. See Exhibit E for an example. This report may not be an Excel spreadsheet, and it must be submitted with the Vessel Registration Fee Expenditure Report.

**VRF Fund Balance Report:** AGENCY agrees to provide STATE PARKS a report from the AGENCY financial system showing the fund balance of the dedicated VRF account. See Exhibit E for an example. VRF fund balance on this system-generated report should match the bottom line on the VRF report ("Total Remaining Balance of State VRF funds for Fiscal Year").

**Provide Local Spending:** AGENCY agrees to contribute local funds to provide financial support to its marine law enforcement program to augment the funding provided through VRFs.

**Limitation on Use of Funds:** AGENCY agrees to use VRFs solely for recreational boating safety purposes, which include all activities or expenditures identified in the document "Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants," as now existing or as may be updated in the future. This document can be found on the MLE Forms Website at: <http://mle.parks.wa.gov/>. AGENCY may charge actual, direct administrative costs to the VRF account. An example would be actual staff hours spent to fill out forms, or to maintain the dedicated account. AGENCY agrees not to charge administrative fees based on an estimated percentage of a staff person's time.

**Local Ordinances, STATE PARKS notification:** AGENCY agrees that if it adopts a local ordinance governing recreational boating, the ordinances will be at least as restrictive as, but may be more restrictive than, Washington State boating laws and regulations.

## EXHIBIT C

### OPERATIONAL REQUIREMENTS

**Officer/Deputy Qualifications:** AGENCY agrees to utilize officers/deputies with law enforcement certificates from the Criminal Justice Training Commission that authorize them to enforce all boating laws and regulations. Officers/deputies who have completed equivalent training may be approved by the STATE PARKS Director or designee.

**Officer/Deputy Training Required:** AGENCY agrees to ensure that all officers/ deputies involved in the recreational boating safety program attend the Washington State Basic Marine Law Enforcement Training course. STATE PARKS may decide to provide this training at no charge to AGENCY. Only officers/deputies that have attended this training will be considered trained. The AGENCY recognizes the National Association of Boating Law Administrators' Boating Crewmember Course or the Federal Law Enforcement Training Centers' Marine Law Enforcement Training Program as an equivalent course. Officers/deputies may attend an alternative and equivalent course with prior written STATE PARKS approval.

**New Programs, Officers/Deputies, Must Acquire Training Within One Year:** AGENCY agrees to acquire required training for officers/deputies within one year of becoming an approved program, and within one year for each newly assigned boating safety officer/deputy.

**Training Currency:** AGENCY must submit a BOAT Currency Requirements Report Web Form for all active personnel listed on the roster submitted with the A-299 Web Form by October 15 each year. These reports must be submitted at least annually but may be updated throughout the year. If AGENCY feels that they will be unable to complete all training tasks required, it shall submit a statement of explanation to the Marine Law Enforcement Coordinator.

**Document Additional Training:** AGENCY agrees to list on the A-299 form any additional training courses its personnel have completed.

**Vessels and Equipment:** AGENCY agrees to acquire and make available the necessary boating safety patrol equipment, including vessels capable of serving the minimum requirements outlined in this agreement. Patrol vessels must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC.

**Vessel, Aircraft, Vehicle and Equipment Inventory Required:** AGENCY agrees to supply STATE PARKS with an inventory of all vessels, aircraft, vehicles, and equipment utilized in the recreational boating safety missions along with details of how they are equipped each year in the A-299 web form.

Information required on the A-299 includes:

- **Vessels:** STATE PARKS requires the following data on each vessel:
  - Name
  - Manufacturer
  - Radio equipped (Y/N): Radio equipped means the vessel has an agency radio installed or "hardwired". Non-radio equipped boats are vessels that do not have radios installed. Portable radios may be carried on these boats, but they would be considered non-radio equipped. Examples include personal watercraft, drift boats, jon boats, kayaks, and inflatable rafts (motorized or non-motorized).
  - SECTOR equipped (Y/N): SECTOR equipped boats are the patrol vessels that are SECTOR equipped with a computer or tablet plus printer and scanner, including those that are permanently installed or "hardwired" OR portable cased units that are taken on an off the vessel. Non-SECTOR equipped boats are vessels that do not have a computer, tablet, printer installed or a cased kit.
  - Model
  - Length
  - Type of propulsion
  - Horsepower
  - Year purchased
  - Funds used to purchase the vessel (local, state, or federal)
  - Percent of time employed for the RBS mission
  
- **Aircraft:** The number of aircraft in your agency and the percentage they used for RBS activities.
  - Aircraft type
  - Manufacturer
  - SECTOR/Radio equipped
  - Model
  - Year
  - Funds Used for Purchase
  - Percent of time employed for the RBS mission
  
- **Vehicles:** Other Patrol Vehicles (Trucks, Cars, SUVs, ATVs) The number of other patrol vehicles assigned to the marine services unit and the percentage they are used for RBS activities
  - Vehicle Type
  - Manufacturer
  - SECTOR/Radio equipped
  - Model
  - Year

- Funds Used for Purchase
- Percent of time employed for the RBS mission
- **Equipment Valued at \$5000.00 Dollars** (i.e. Engines, Electronics, etc.): Agencies are required to update their inventory of durable items defined as having a cost or value of \$5000.00 dollars or more. Only items listed under “allowable expenses” defined in in the document “Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants” (found on the MLE Forms Website at <http://mle.parks.wa.gov/>) should be purchased with vessel registration fees.
  - Equipment Type
  - Manufacturer
  - Model
  - Year purchased
  - Funds used for Purchase (local, state, federal)

**Sale of Vessels Purchased with Vessel Registration Fees or STATE PARKS Provided Federal Funding:**

AGENCY agrees to notify STATE PARKS 60 days in advance of the sale date of any vessel purchased with federal funds provided by STATE PARKS. The sale of vessels purchased with state dollars, when sold at the end of their useful life, must be consistent with the AGENCY’s policies and procedures. AGENCY agrees to remove the vessel from the Patrol Vessel Inventory once it is sold.

**Boating Accident Reports Required, Timeline to Submission:** AGENCY agrees to submit accident reports to STATE PARKS (in compliance with RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70) as follows:

- For any boating accident resulting in a death, or in an injury requiring hospitalization, AGENCY agrees to:
  - Notify STATE PARKS within 48 hours of becoming aware of the incident.
  - Fill out and submit a complete Boating Accident Investigation Report (BAIR – form number A-425) within ten days of the occurrence.
  - Include the results of any other investigation conducted by the agency, including but not limited to statements from witnesses or any party involved, photos, maps, or additional information.
  - Submit, within one week of completion, any coroner’s reports concerning the death of any person resulting from the boating accident.
- In addition to the requirements above, for any boating accident resulting in a death, or in an injury requiring hospitalization, OR damage to any vessel or property of two thousand dollars or more, OR a vessel is a complete loss, OR a person disappears from the vessel under circumstances that indicate death, AGENCY agrees to submit a Boating Accident Report (BAR – Form number A-440) within 10 days of the occurrence to STATE PARKS.

**Boater Assistance:** AGENCY agrees to create and maintain the ability to respond, or coordinate response to, boating emergencies that occur within AGENCY’s jurisdiction and document each occurrence and report it to STATE PARKS through the Summary of Activity

Report (SOAR) Web Form as prescribed in this agreement. AGENCY agrees to report each incident utilizing the following definitions:

- **Search & Rescue/Recovery:** Search and rescue (SAR) is defined as a water-borne response (including aircraft) involving a person or vessel **in peril**. AGENCY agrees to only report SAR cases on the Summary of Activity Report (SOAR) Web Form that were assigned a case number by their agency or a USCG MISLE Case ID Number and an Urgent Marine Information Broadcast (UMIB) initiated by the USCG. Agencies should not report assists (defined below) as SAR cases.
- **Assist:** An "Assist" is defined as aid where there is no immediate danger to the vessel or its occupants. This includes vessels involved in boating accidents, disabled, aground, out of fuel, or otherwise unable to reach a safe mooring under its own power. Assistance may include providing a tow, jump start, re-floating, re-righting, fuel, repair, repair parts, assisting persons in the water, etc. This does NOT include the salvage of a vessel once abandoned, or commercial vessels. AGENCY agrees to report responses of this nature as assists and will report the number of vessels assisted and the number of persons assisted on the SOAR web form.

**Boating Safety Patrols Required, Minimum Hours:** AGENCY agrees to patrol on the waters of its jurisdiction with the intent of enforcing Washington State Boating Safety Laws and Regulations and to promote boating safety some minimum hours based on their agency size (Small – 133, Medium – 255, Large - 436) per year during peak boating hours within AGENCY's jurisdiction. Patrol hours can be a combination of hours patrolling on the water in a vessel as well as hours spent at boat launch ramps or other appropriate shore-side enforcement activities.

**Enforcement of Boating Laws Required:** AGENCY agrees to enforce all Washington State boating safety laws and regulations including vessel registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances. In addition, AGENCY shall document and report the numbers of inspections and warnings for each type of boating violation through SECTOR either at the time of the inspection or at a later time. STATE PARKS recommends that AGENCY adopt a zero-tolerance policy in the enforcement of mandatory boater education card carriage, life jacket wear/carriage, boating under the influence, and rules of the road violations, and strongly consider issuing citations for violations of these laws, in all circumstances.

**Boating Safety Inspections Required:** AGENCY shall complete a minimum number of written boating safety inspections based on their agency size (Small – 92, Medium – 283, Large – 372) using the SECTOR system or Form #A-274 during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. STATE PARKS will provide boating safety inspection forms. AGENCY shall enter all inspections through SECTOR either at the time of the inspections or at a later time.

**Boating Safety Education Program Required, Designated Officer or Deputy:** AGENCY shall create, adopt, and/or maintain a boating safety education and information program. At a minimum AGENCY shall designate an officer/deputy to coordinate the activities of the boating safety education program. AGENCY shall ensure that the designated boating safety education officer/deputy receives training from STATE PARKS. AGENCY agrees that the designated officer or deputy will oversee AGENCY's boating safety education and outreach program including, but not limited to, coordinating activities listed in Exhibit F. AGENCY is not obligated to engage in all outreach and education activities listed in Exhibit F but it must ensure that its program is appropriate for the types of boating and primary boating accidents within AGENCY's jurisdiction.

**Waterway Marking:** AGENCY agrees to place and maintain Aids to Navigation (ATONs) as appropriate, within the waters of AGENCY's jurisdiction. AGENCY agrees to report to STATE PARKS the number and hours spent placing or maintaining only the ATONs that they are responsible for within its jurisdiction on the SOAR web form. AGENCY agrees to use only those waterway markers that conform to the United States Aids to Navigation System.

**EXHIBIT D**  
**NOTES AND DEFINITIONS**

Washington STATE PARKS' Marine Law Enforcement Training Program is accredited through the National Association of State Boating Law Administrators Boat Operation and Training (BOAT) Program. As a term of accreditation, STATE PARKS must ensure that all active marine officers and deputies maintain proficiency in basic recreational boating safety skills. This is important because these skills are perishable but critical to operate in a marine environment. STATE PARKS recognizes that there are many different circumstances that could prevent training from being completed (wildfires, maintenance issues, staffing shortfalls, etc.). Each circumstance will be evaluated on its own merits.

**Approved Program:** A marine law enforcement program that has signed an Approved Program Agreement with Washington State Parks and is in good standing.

**Boating Safety Patrol:** The total number of hours that all agency vessels patrolled on the water. These are the actual hours as documented on the patrol vessel hour meter or logbook. Note that this is different than officer on-water patrol hours. If two officers are patrolling on a single vessel for eight hours, you would report eight boating safety patrol hours and 16 officer on-water patrol hours. The patrol hours do not include transit time to the body of water to be patrolled.

**Instructor Qualified Certified Boating Education Instructors:** Any officer/deputy designated as Certified Boating Education Instructors must be listed as Instructor Qualified for the Adventures in Boating course by the State Parks Education and Outreach Program Manager. STATE PARKS considers education and outreach activities a key component of preventing boating injuries and fatalities. Classroom instruction, school presentations, and participation in Community Events, along with Dealer and Rental site visits, and effective use of media are crucial to preventing boating accidents and fatalities.

**Local Spending:** These are funds appropriated by the city or county government used for boating safety programs. Local funds cannot include state or federal grant dollars.

**Peak Boating Hours:** STATE PARKS defines peak boating hours as four hours on Friday afternoon/evening and 8 hours Saturday and Sunday for weekends from Memorial Day to Labor Day, which equals approximately 332 hours per boating season. STATE PARKS also recognizes that AGENCY may be impacted by non-traditional Peak Boating seasons due to hunting and fishing activities. STATE PARKS maintains this patrol hour goal to ensure local agencies are focused on injury prevention activities. While many agencies patrol many more

hours than 332 and many agencies patrol less than 332 hours, the goal to achieve these patrol hours remains the same. While the patrol hour goal is 332 hours, STATE PARKS has collected data for patrol hours performed by all participating agencies over a period of years and has established the average boat log hours for agencies based on jurisdiction population size according to the U.S. Census. Patrol hours are considered a critical metric. It is used by STATE PARKS to determine if an agency is complying with the minimum requirements. Failing to achieve the minimum number of hours of patrol (based on size) could be a factor in determining ineligibility for vessel registration fees.

**RBS Activities:** AGENCY is required to report all RBS activities to STATE PARKS on the Summary of Activity Report (SOAR) web form. RBS Activities include, but are not limited to, enforcement activities, outreach and education, and administrative support.

**Trained:** Commissioned officer/deputy trained by the CJTC or equivalent who has attended the Basic Marine Law Enforcement Course or STATE PARKS approved equivalent and has maintained currency requirements documented on the BOAT Currency Web Form. AGENCY must have a trained officer/deputy aboard a vessel in order to use vessel registration fees to pay either the trained officer or untrained officers/deputies.

**Web-enabled Forms:** These are forms located on the website <http://mle.parks.wa.gov/> that are the official documents used by STATE PARKS in the administration of state vessel registration fees and federal financial assistance grants. These forms replace paper versions used prior to CY 2018 and must be used as a condition of ongoing eligibility to receive state vessel registration fees.

NOTE: Use of SECTOR/TRACS is mandatory during all operating hours.

**EXHIBIT E**  
**FINANCIAL REPORT EXAMPLES**

Example of a VRF Fund Balance Report

XXXXXX County  
Fund Master – All Funds  
Balances as of 06/06/2017

Key	Cash in Funds	Pooled Cash	Pooled Investment	Investment Funds	Cash & Investments	Total Payables	Available Funds
130-Boating Safety	57,294.64	0.00	0.00	0.00	57,294.64	7,300.64	64,595.28
	57,294.64	0.00	0.00	0.00	57,294.64	7,300.64	64,595.28

Balance as of 06/06/2017 matches Bottom Line (Total Remaining Balance on VRF Report



Example of a Financial System Report

XXXXXXX County  
Treasurer Cash Receipt  
Receipt #  
EFWA12345678

Date of  
Transfer /  
Deposit

Date: 060602017

Received From: StateOfWAMonthlyEFT

Customer ID # 8910

Clerk: David Smith

Fund/Key	Revenue	Description	Amount
130	33600840	State Boating Safety	\$20,744.72
Total Receipt Amount			\$20,744.72

Deposited into  
Dedicated Account  
For Boating Safety

Correct Amount  
Received

## EXHIBIT F

### EDUCATION AND OUTREACH TACTICS AND SUGGESTED GOALS

- **Boating Safety Presentations to Schools:** These are presentations to local public and private schools, K-12, colleges or universities.
  - Small Agency, 10 hours
  - Medium Agency, 15 hours
  - Large Agency, 25 hours
  
- **Vessel Rental Site Visits:** These are site visits to local vessel rental sites if they exist. The intent is to ensure the employees and renters are following the guidance on the Motor Vessel Rental Safety Checklist (Form number P&R A-446 - Rev 04/2017). These can also be site visits to businesses that rent out kayaks, canoes, stand-up paddleboards or other small non-motorized craft. The intent of visits in this case is to emphasize basic safety behaviours such as encouraging renters to always wear a life jacket and encouraging boating in low hazard areas.
  - Small Agency, 2 visits
  - Medium Agency, 4 visits
  - Large Agency, 6 visits
  
- **Participation in Community Events:** These are events like county fairs, parades, and night outs that have the ability to reach large numbers of community members. A qualified event requires face-to-face interaction with community members. Participation on the water in regattas, races, opening days where there is little to no face-to-face interaction between officers/deputies and community members does not count as a "Community Event". Also, maintaining a screen line or security area at an on-water event does not count for reporting event hours on the SOAR.
  - Small Agency, 40 hours
  - Medium Agency, 150 hours
  - Large Agency, 275 hours
  
- **Vessel Dealer Site Visits:** These are visits to vessel dealerships and brokers, where applicable, to ensure they are following dealer registration laws, educate them on any safety issues with type of vessels they sell, and checks that required safety equipment is on board during test rides and sea trials. Dealers should also be encouraged to remind their customers of the mandatory boater education requirement.
  - Small Agency, 5 visits
  - Medium Agency, 10 visits
  - Large Agency, 15 visits
  
- **Education Classes:** This is classroom instruction of the Adventures in Boating course sanctioned by Washington State Parks that qualifies passing students to obtain a Mandatory Boater Education Card.
  - Small Agency, 15 students, 1 Class
  - Medium Agency, 20 students, 1 Class
  - Large Agency, 50 students, 1 Class

- **Professional Prevention Partners (Safe Kids, Power Squadron, USCG Auxiliary, etc.):** Engaging partners can multiply the effectiveness of a marine law enforcement program's effectiveness by increasing its area of influence and leveraging the resources of partners. Partnering activities include meetings, conference calls, event participation, and actual on-water time. Agencies should report the hours spent working with Prevention Partners conducting RBS activities in their jurisdictions as well as meetings, conference calls etc.
  - Small Agency, 1 hour
  - Medium Agency, 3 hours
  - Large Agency, 5 hours

**Media Contacts:** Agencies should distribute recreational boating safety content through their own social media channels, social media channels of their partners, or the news media.

- **Owned Media:** This is the number of hours spent on this activity and the number of posts or articles distributed through communication channels that are owned and managed by the agency, like the agency website, social media channels (Facebook, Twitter), newsletters, etc.
  - Small Agency, 4 hours
  - Medium Agency, 8 hours
  - Large Agency, 16 hours
- **Earned Media:** This is the number of hours spent on this activity and the number of articles broadcast through media channels that are not managed by the agency. Examples include stories in the newspaper, radio, television. Agencies should also count the number of recreational boating safety posts on the social media channels of partner organizations when the agency can show that the posts are the result of its interaction with that partner.
  - Small Agency, 4 hours
  - Medium Agency, 8 hours
  - Large Agency, 16 hours
- **Campaigns; Operation Dry Water, Spring Aboard, National Safe Boating Week, and Safe Paddling Week:** See the SOAR web form for reporting requirements, and goals for all agencies regardless of size is participation in these campaigns. The State Parks Recreational Boating Safety Communication staff will distribute content to all agencies for each of the campaigns, making participation quick and simple. These campaigns can have a powerful impact if all agencies participate.
  - **Water Safety Day – School Outreach** May 15, 2026, marks Washington State's 3rd Annual Water Safety Day. The AGENCY is encouraged to introduce and promote the Water Safe Washington program to a minimum of three schools located within its county or city. The AGENCY is encouraged to support school registration and participation in Water Safe Washington activities as part of its broader boating and water safety education efforts.

- **Safe Paddling Week** – *Awareness Campaign Safe Paddling Week* is a newly launched initiative sponsored by the Washington State Parks Recreational Boating Safety Program. The campaign aims to raise public awareness about essential paddling safety practices, including the consistent use of personal flotation devices (PFDs), seeking proper training, and adopting responsible on-water behaviours.
  
- **The Operation Dry Water campaign** is a national campaign focused on the deterrence of boating under the influence. It is a combination of emphasis patrols and media the weekend before the Fourth of July.
  
- **The Spring Aboard campaign** is a national campaign designed to encourage all boaters to take a recreational boating safety class. It occurs in late March.
  
- **National Safe Boating Week** is a nationally observed week focused on encouraging all boaters to wear their lifejackets. In addition to media posts, agencies are encouraged to participate in “Wear IT” events. More information will be distributed in the late winter about this campaign to help agencies effectively participate. This campaign is sponsored by the National Safe Boating Council

**EXHIBIT G**

**DATA ENTERED ON THE A-299 FORM**

**Washington State Parks & Recreation Commission – Recreational Boating Program**

**Request for Boating Safety Program Approval**

**Application Year:**

**2026**

<b>AGENCY INFO</b>	
<b>Agency Name</b>	<b>Agency Size</b>
Clallam County Sheriff's Office	Medium
<b>Agency Signing Officer Title</b>	<b>Signing Officer First Name</b>
Sheriff	Brian
<b>Signing Officer Last Name</b>	<b>Dedicated Account Number</b>
King	11003

**STAFFING**

<b>Roles</b>	<b>SAW ID</b>	<b>Rank</b>	<b>First Name</b>	<b>Last Name</b>	<b>Commission</b>	<b>FT/PT</b>	<b>Email Address</b>	<b>Date of Marine L.E. Training</b>	<b>Training Current?</b>	<b>Non-WA Parks Courses</b>
Supervisor, Boating Safety Officer		Sergeant	Eric	Munger	Regular	Part time/Sea sonal	eric.munger@cl allamcountywa. gov	5/10/2007	Yes	

Lead Accident Investigator, Boating Safety Officer, Certified Boating Ed Instructor		Deputy	William	Cortani	Regular	Part time/Seasonal	bill.cortani@clallamcountywa.gov	4/11/2013	Yes	
Boating Safety Officer, Coordinator of Boating Education, Fiscal Lead, Supervisor	bdknutson	Sergeant	Brian	Knutson	Regular	Part time/Seasonal	brian.knutson@clallamcountywa.gov	5/18/2017	Yes	
Boating Safety Officer		Deputy	Jim	Dixon	Regular	Part time/Seasonal	jim.dixon@clallamcountywa.gov	5/18/2017	Yes	
Boating Safety Officer		Deputy	Jeff	Pickrell	Regular	Full time	jpickrell@co.clallam.wa.us	4/13/2014	Yes	
Boating Safety Officer		Deputy	Eric	Morris	Regular	Part time/Seasonal	eric.morris@clallamcountywa.gov	5/3/2018	Yes	
Boating Safety Officer		Deputy	Sean	Hoban	Regular	Full time	shoban@co.clallam.wa.us	5/3/2018	Yes	
Boating Safety Officer		Deputy	Dylan	Heck	Regular	Part time/Seasonal	dylan.heck@clallamcountywa.gov	9/24/2020	Yes	
Boating Safety Officer		Deputy	Cody	Anderson	Regular	Part time/Seasonal	cody.anderson@clallamcountywa.gov	9/24/2020	Yes	
Boating Safety Officer		Deputy	Donald	Kitchen	Regular	Part time/Seasonal	dkitchen@co.clallam.wa.us	5/13/2021	Yes	
Boating Safety Officer		Deputy	Seth	Parker	Regular	Part time/Seasonal	seth.parker@clallamcountywa.gov	5/5/2022	Yes	

Boating Safety Officer		Deputy	Hector	Eagan	Regular	Part time/Seasonal	hector.eagan@clallamcountywa.gov	5/5/2022	Yes	
Boating Safety Officer, Marine Lead		Deputy	Nicholas	Cannady	Regular	Part time/Seasonal	nicholas.cannady@clallamcountywa.gov	4/27/2023	Yes	
Other RBS Personnel		Deputy	Shailah	Wood	Regular	Part time/Seasonal	shailah.wood@clallamcountywa.gov			Has a Washington State Boater's Education Card
Boating Safety Officer		Deputy	Patrick	Glass	Regular	Part time/Seasonal	patrick.glass@clallamcountywa.gov	4/10/2025	Yes	
Boating Safety Officer		Deputy	Shailah	Wood	Regular	Part time/Seasonal	shailah.wood@clallamcountywa.gov	4/10/2025	Yes	
Other RBS Personnel		Deputy	Michael	Loucks	Regular	Part time/Seasonal	michael.loucks@clallamcountywa.gov		No	
Other RBS Personnel		Deputy	Tyler	Leisten	Regular	Part time/Seasonal	tyler.leisten@clallamcountywa.gov		No	
Supervisor, Boating Safety Officer	bdknutson	Sergeant	Eric	Munger	Regular	Part time/Seasonal	eric.munger@clallamcountywa.gov	5/10/2007	Yes	Has a Washington State Boater's Education Card

<b>Number of Full Time RBS Officer</b>	<b>Number of Part Time/Seasonal RBS Officers</b>
0.00	8.00
<b>Number of Other RBS Officers</b>	<b>Marine Lead Mobile Phone</b>
0.00	360-460-6897

**BOAT PATROL SCHEDULE**

<b>Patrol Season Begins</b>	<b>Patrol Season Ends</b>
1/1/2026	12/31/2026

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Patrol Hours	0.00	0.00	0.00	8.00	0.00	0.00	8.00
Number of Officers	0.00	0.00	0.00	2.00	0.00	0.00	2.00
Number of Vessels	0.00	0.00	0.00	1.00	0.00	0.00	1.00

**Total Planned Patrol Hours**  
300.00

**Total Planned Inspections**  
300.00

**RBS EQUIPMENT, VESSELS, AIRCRAFT AND VEHICLES**

Type	Vessel Name	Vehicle/ Aircraft/ Equipment Type	Manufacturer	Sector/ Radio	Model	Length	Propulsion Type	Horse Power	Year	Funds Used for Purchase	% Time Used for RBS
Vessels	Protector		Lee Shore	SECTOR equipped,Radi o equipped,	Swiftsil ver	26.00	Outboard	400.00	2,011		60.00
Vessels	Commander		Lifeproof	SECTOR equipped,Radi o equipped,	Center console	21.00	Outboard	250.00	2,023	Federal Financial Assistance provided by WA Parks,	100.00
Vessels	(None)		Alumaweld	Radio equipped,	Alumaw eld	16.00	Manual	1.00	1,985		1.00
Vehicles		Truck	Chevrolet		Silverad o				2,012		98.00

<b>Number of Radio Equipped Boats</b>	<b>Number of Non-Radio Equipped Boats</b>
3.00	0.00
<b>Number of Aircraft</b>	<b>Number of Other Patrol Vehicles</b>
0.00	1.00
<b>Number of Vessels SECTOR Equipped</b>	<b>Number of Vessels Non-SECTOR Equipped</b>
2.00	1.00

**LOCAL ORDINANCES**

**EXHIBIT H**

## **RCW and WACs listed in THE PURPOSE OF THIS AGREEMENT**

### **RCW 88.02.650**

#### **Deposit of fees in general fund—Allocation for boating safety and education and law enforcement purposes.**

(1) General fees for vessel registrations collected by the director must be deposited in the general fund. Except as provided in subsection (2) of this section, any amount above one million one hundred thousand dollars per fiscal year must be allocated to counties by the state treasurer for boating safety/education and law enforcement programs. Eligibility for boating safety/education and law enforcement program allocations is contingent upon approval of the local boating safety program by the state parks and recreation commission. Fund allocation must be based on the numbers of registered vessels by county of moorage. Each benefiting county is responsible for equitable distribution of such allocation to other jurisdictions with approved boating safety programs within the county. Any fees not allocated to counties due to the absence of an approved boating safety program must be allocated to the state parks and recreation commission for awards to local governments to offset law enforcement and boating safety impacts of boaters recreating in jurisdictions other than where registered. Jurisdictions receiving funds under this section shall deposit the funds into an account dedicated solely for supporting the jurisdiction's boating safety programs. These funds may not replace existing local funds used for boating safety programs.

(2) During the 2015-2017 fiscal biennium, if 2015 \*Engrossed Senate Bill No. 5416 is enacted before August 1, 2015, any amount above one million three hundred fifty thousand dollars per fiscal year must be allocated to counties by the state treasurer for boating safety, education, and law enforcement programs.

### **WAC 352-65-010**

#### **What is the purpose of boating safety program approval?**

The purpose of boating safety program approval is to establish a process to review and approve local boating safety programs and to make funds available to local governments to support their boating safety education, information, and law enforcement activities and to offset out-of-county boater impacts.

### **WAC 352-65-040**

#### **What are the minimum requirements necessary to obtain boating safety program approval?**

The minimum requirements necessary to obtain boating safety program approval are as follows:

- (1) Boating accident reporting and investigation.

(a) Each county or local jurisdiction must provide an assurance that all serious or fatal recreational boating accidents will be thoroughly investigated to the maximum extent possible, and that copies of the investigative reports will be submitted to state parks as specified in RCW 88.12.175.

(b) The approved county or local jurisdiction must support the statewide boating accident reporting system by:

(i) Providing recreational boaters with copies of the state required boating accident report (BAR) form and informing recreational boaters of their responsibility to submit the completed BAR as specified in RCW 88.12.155; and

(ii) Submitting to state parks a completed BAR form which includes all available information about the accident or casualty as specified in chapter 352-70 WAC.

(2) Boater assistance. The county or local jurisdiction will have the ability to respond or coordinate response to recreational boating emergencies which occur within its jurisdiction. Such emergencies may include swift water response, open water rescue, ice rescue, vessel fire, overdue boater search, or other boating-related emergencies or distress calls.

(3) Training. The county or local jurisdiction will be responsible for acquiring the training for its assigned boating safety program personnel. The training will include basic boating safety officer training as provided by the United States Coast Guard, state parks, or any county or local jurisdiction whose training program is approved by state parks.

Such training must be acquired within one year of initiating a new boating safety program, and within one year for each newly assigned boating safety officer.

(4) Rules and regulations. When the county or local jurisdiction adopts ordinances governing recreational boating, the ordinances must be as restrictive but may be more restrictive than Washington state boating laws and regulations.

(5) Enforcement. The county or local jurisdiction must:

(a) Provide:

(i) Officers with law enforcement certificates from the criminal justice training commission which authorizes such officers to enforce all boating laws and regulations or officers who have completed such other training program as may be approved by the director or designee;

(ii) A patrol schedule that ensures such officers patrol the waterways during peak recreational boating periods;

(iii) The necessary boating safety patrol equipment, including vessel(s) capable of serving the minimum requirements of this section. The patrol vessel must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC;

(b) Respond to on-water complaints, accidents, and emergencies;

(c) Enforce safety equipment, vessel operation, noise level, navigation and harbor improvements, and registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances.

(6) Boating safety education and information. The county or local jurisdiction must have a boating safety education and information program as follows: Have a designated officer, trained by state parks, to coordinate the activities of boating safety education instructors, act as liaison to boating safety education organizations, and to coordinate:

(a) Boating safety presentations which may include any of the following: Presentations in primary and secondary schools, to boating organizations, and youth groups.

(b) Boating safety instruction. A public course of instruction using lessons and materials from state parks education curriculum, or other state or nationally recognized curriculum approved by state parks.

(c) Boating safety information. Distribute boating safety information and materials, including materials provided by state parks, to boating and outdoor recreation organizations, the boating public, public agencies, and the local media.

(7) Waterway marking. The county or local jurisdiction will use only those waterway markers which conform to the uniform state waterway marking system found in chapter 352-66 WAC.

(8) Boating safety inspections. The county or local jurisdiction will complete written boating safety inspections during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. State parks will provide boating safety inspection forms. A copy of the completed inspection will be submitted to state parks for statistical purposes.

(9) Reports. The county or local jurisdiction agrees to submit an annual report of activities performed through the boating safety program and to submit an annual report of all program expenditures. The county or local jurisdiction agrees to participate in statewide boating surveys coordinated by state parks.

(10) Limitations on use of funds. These funds are intended to increase education and enforcement efforts and to stimulate greater local participation in boating safety and are not to supplant existing local funds used for boating safety programs. The county or local jurisdiction agrees to deposit boat registration fees allocated by the state treasurer under RCW 88.02.040, into an account dedicated solely for boating safety purposes which include all activities or expenditures identified in this section.



li  
FEB 02 2026

## AGENDA ITEM SUMMARY

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

**Department: Sheriff**

**WORK SESSION**     **Meeting Date: 2/2/2026**

**REGULAR AGENDA**    **Meeting Date: 2/10/2026**

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

**Item summary:**

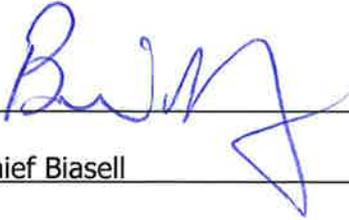
- |   |   |                                      |
|---|---|--------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # 811-26-01 |                                      |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation   | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance  | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached:

**Executive summary:** Renewal of grant funding from Washington Traffic Safety Commission for up to \$15,000 over the period of 10/1/25 – 9/30/26. This funding is for reimbursement of overtime shifts spent on emphasis patrols in support of statewide programs such as "Click it or Ticket" and distracted driving campaigns.

**Budgetary impact:** Historically these patrols have not totaled large amounts of expenditures or corresponding reimbursement revenue, but we can add it via supplemental if it appears its needed.

**Recommended action:** Board approval

**County Official signature & print name:** Sheriff King 

**Name of Employee/Stakeholder attending meeting:** Chief Biasell

**Relevant Departments:** Sheriff

**Date submitted:** 01/27/2026

\* 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)



811-26-01

**INTERAGENCY AGREEMENT BETWEEN THE  
Washington Traffic Safety Commission**

**AND**

**Clallam County Sheriff's Office**

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and SUB RECIPIENT NAME Clallam County Sheriff's Office, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

**1. PURPOSE OF THE AGREEMENT:**

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616 for traffic safety grant project 2026-HVE-5724-Region 1 HVE, specifically to provide funding for the law enforcement agencies in WTSC Region 1 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TSM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

WTSC grant 2026-HVE-5724-Region 1 HVE was awarded to the WTSC Region 1 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

**2. PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2025, and remain in effect until September 30, 2026 unless terminated sooner, as provided herein.

**3. SCOPE OF WORK**

**3.1.1 Problem ID and/or Opportunity**

In 2023, Washington State experienced the deadliest year on its roads since 1990. The trajectory of this rise in fatalities reflects a broader trend of increasing impairment-related crashes, speeding, and compounding issues in law enforcement, medical, and judicial systems. This uptick in fatal crashes is deeply intertwined with impaired driving, law enforcement challenges, and societal impacts.



### A Decade of Increasing Traffic Fatalities

The rise in fatalities has been both sharp and persistent:

- 2015 saw a drastic 19.3% increase in traffic fatalities, the largest single-year jump since data collection began in 1968.
- Following this spike, fatalities stabilized between 2015 and 2019.
- In 2020, despite pandemic-related reductions in traffic volume, fatalities climbed 6.7%, from 538 to 574.
- The situation worsened in 2021-2023, when fatalities surged by 20.2%, from 674 in 2021 to 810 in 2023, the highest number since 1990. This five-year increase represents the most rapid rise in traffic fatalities recorded in Washington State's history.
- Pedestrian fatalities were a record-high of 157 in 2023 and pedestrian serious injuries reached 472, also a record high for the state.

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

### 3.1.2 Project Purpose and Strategies

This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety. High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors. Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:

- Impaired driving enforcement during the Holiday DUI campaign (December 2025).
- Distracted driving enforcement during the Distracted Driving campaign (April 2026)
- Seat belt enforcement during the Click It or Ticket campaign (May 2026).
- Impaired driving enforcement during the Summer DUI campaign (August 2026).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

### 3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)

3.1.3.1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand



the highest priority areas in their communities to focus their efforts.

3.1.3.2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.

3.1.3.3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.

3.1.3.4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB- RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

### **3.1.4 Project Intent and Best Practice**

3.1.4.1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2025, Distracted Driving campaign in April 2026, Click It or Ticket campaign in May 2026, and Summer DUI campaign in August 2026).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.

3.1.4.2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.

3.1.4.3. Regional task force will be submitting quarterly progress reports and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly progress reports are due January 15, April 15, July 15, and October 15.

3.1.4.4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.

3.1.4.5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.

3.1.4.6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.

3.1.4.7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe



driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

3.1.4.8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.

3.1.4.9. Performance will be monitored by the regional TZM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have met the purpose/intent of this grant in multiple emphasis patrols.

3.1.4.10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.

For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.

3.1.4.11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

3.1.4.12. In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

3.1.4.13. WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well as their regional Target Zero Manager to identify priorities for engaging with the community.

3.1.4.14. WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

### **3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS**

Not all agencies are required to participate in all of the mobilizations listed below. However, the region must have some law enforcement participation in all of the mobilizations listed. Dates are tentative and may change when NHTSA publishes their FFY2026 mobilization calendar.

#### **Mobilization Dates**

Holiday DUI December 16, 2025 – January 1, 2026



U Drive. U Text. U Pay. April 6 – 13, 2026  
Click It or Ticket May 11 – May 31, 2026  
It's a Fine Line (optional if funded) July 2026 (Dates TBD)  
DUI Drive Sober or Get Pulled Over August 19 – September 7, 2026

### **3.2 PROJECT GOALS**

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

### **3.3 COMPENSATION**

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated



quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.

3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB- RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

### **3.4 PROJECT COSTS**

The WTSC has awarded **\$15,000.00** to the WTSC Region 1 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.



## **APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:**

### **4. ACTIVITY REPORTS**

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

### **5. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

### **6. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

### **7. ALL WRITINGS CONTAINED HEREIN**

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.

### **8. ASSIGNMENT**

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

### **9. ATTORNEYS' FEES**

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

### **10. BILLING PROCEDURE**

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the



activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2026, must be received by WTSC no later than August 10, 2026. All invoices for goods received or services performed between July 1, 2026 and September 30, 2026, must be received by WTSC no later than November 15, 2026.

## **11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION**

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

## **12. COST PRINCIPLES**

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

## **13. COVENANT AGAINST CONTINGENT FEES**

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

## **14. DISPUTES**

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings



shall be brought in the superior court situated in Thurston County, Washington.

## **15. GOVERNANCE**

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

## **16. INCOME**

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

## **17. INDEMNIFICATION**

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.



17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB- RECIPIENT, by mutual negotiation, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

### **18. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

### **19. INSURANCE COVERAGE**

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

### **20. LICENSING, ACCREDITATION, AND REGISTRATION**

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

### **21. RECORDS MAINTENANCE**

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security



procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **22. RIGHT OF INSPECTION**

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB- RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

## **23. RIGHTS IN DATA**

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB- RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

## **24. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new



funding limitations or conditions.

## **25. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## **26. SITE SECURITY**

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

## **27. TAXES**

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB- RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

## **28. TERMINATION FOR CAUSE**

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

## **29. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC 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.

## **30. TREATMENT OF ASSETS**

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB- RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein



or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

### **31. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

### **32. BUY AMERICA ACT**

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

### **33. DEBARMENT AND SUSPENSION**

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly



rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.



## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

### **34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

### **35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total



compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

### **36. FEDERAL LOBBYING**

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.

36.1.2. 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **37. FEDERAL NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)**

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal

Nondiscrimination Authorities"). These include but are not limited to:

37.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

37.1.1.2. 49 CFR part 21

37.1.1.3. 28 CFR section 50.3



- 37.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- 37.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)
- 37.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)
- 37.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)
- 37.1.1.8. The Civil Rights Restoration Act of 1987
- 37.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA".

37.1.6. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

### **38. POLITICAL ACTIVITY (HATCH ACT)**

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

### **39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

### **40. STATE LOBBYING**



None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **41. CERTIFICATION ON CONFLICT OF INTEREST**

##### **GENERAL REQUIREMENTS**

41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal 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 personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB- RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

##### **DISCLOSURE REQUIREMENTS**

41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

41.3.2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine



that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

41.3.3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any SUB-RECIPIENT, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a SUB-RECIPIENT, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

#### **42. DESIGNATED CONTACTS**

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

**The Contact for the SUB- RECIPIENT is:**

Josh Ley

joshua.ley@clallamcountywa.gov  
360-460-2919

**The Contact for WTSC is:**

Jerry Noviello  
WTSC Program Manager  
jnoviello@wtsc.wa.gov  
360-725-9897

#### **AUTHORITY TO SIGN**

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

#### **SUB-RECIPIENT:**

\_\_\_\_\_  
Signature



---

Printed Name

---

Title

---

Date

*Approved as to form only by:*  

---

*Jay Reno*  
*Civil Deputy Prosecuting Attorney*  
*Clallam County*

**WASHINGTON TRAFFIC SAFETY COMMISSION**

Name: Jerry Noviello  
Title: Program Manager

---

Date



# AGENDA ITEM SUMMARY

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

15  
FEB 02 2026

**Department: Sheriff**

**WORK SESSION**     Meeting Date: 2/02/2026

**REGULAR AGENDA**    Meeting Date: 2/10/2026

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

**Item summary:**

- |   |   |                                      |
|---|---|--------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # 11061-26-01 |                                      |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation   | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance  | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached:

**Executive summary:** This is a renewal of grant funding awarded by the state to counties in support of emergency dispatch centers. Since our dispatch center, PenCom, is run by the City of Port Angeles, we receive these funds and pass them through to their agency. PenCom will use this funding for eligible equipment purchases.

**Budgetary impact:** will be added via budget supplemental

**Recommended action:** Board approval

**County Official signature & print name:** Sheriff King 

**Name of Employee/Stakeholder attending meeting:** Chief Biasell

**Relevant Departments:** Sheriff, PenCom

**Date submitted:** 1/27/2026

\* 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 E911 Grant 2026  
Revised: 3-04-2019

**SECO COUNTY/WSP Equipment Contract SFY 2026/27  
CONTRACT FACE SHEET**

11061-26-01

1. Contractor Name and Address: <b>Clallam County Agency (COUNTY) 321 E 5<sup>th</sup> Street Port Angeles, Washington 98362</b>	2. Contract Amount:  <b>\$ 178,289</b>	3. Contract Number  <b>E26-096</b>
4. Contractor's Contact Person, phone number: <b>Karl Hatton/360.417.4911 khatton@pencom.us</b>	5. Contract Start Date  <b>July 1, 2025</b>	6. Contract End Date  <b>August 15, 2027</b>
7. MD Program Manager/phone number: <b>Teresa Lewis/253.512.7481 teresa.lewis@mil.wa.gov</b>	8. Unique Entity Identifier (UEI #):  <b>JV6JJNELRBS5</b>	9. UBI # (state revenue):  <b>054-004-559</b>

10. Funding Authority: **Washington State Military Department and State 911 Funds**

11. Funding Source Agreement #: <b>RCW 38.52.510, .540, .545 WAC Chapter 118-66</b>	12. Program Index# & Obj/SubObj:  <b>79282 / NZ</b>	13. CFDA # & Title:  <b>NA</b>	14. TIN or SSN:  <b>91-6001298</b>
--	---	--------------------------------------	--

15. Service Districts: (BY LEGISLATIVE DIST): <b>24<sup>th</sup></b> (BY CONGRESSIONAL DIST): <b>6<sup>th</sup></b>	16. Service Area by County(ies):  <b>CLALLAM</b>	17. Women/Minority-Owned, State Certified? <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE #
---	--	---

18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other	19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER

22. BRIEF DESCRIPTION:  
***This is a reimbursement contract. Reimbursement is limited to the maximum equipment contract amount, services, and other listed budget categories on an actual cost basis for eligible, approved, and incurred equipment expenses as described in WAC 118-66-050(3) and the Washington State Military Department (DEPARTMENT) State 911 Coordination Office (SECO) policies, incorporated herein by reference in the amounts described in the Budget Sheet (Attachment E).***

**IN WITNESS THEREOF**, the DEPARTMENT and COUNTY (Parties) have executed this Contract on the day and year last specified below. This Contract Face Sheet, Special Terms and Conditions (Attachment A), General Terms & Conditions (Attachment B), Statement of Work (Attachment C), SECO Equipment Contract Reimbursement Schedule (Attachment D), Budget Sheet (Attachment E), and the Equipment Maintenance Certification Log (Attachment F), govern the rights and obligations of the Parties to this Contract.

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- (a) **Applicable State Statutes and Regulations**
- (b) **Statement of Work**
- (c) **Special Terms and Conditions**
- (d) **General Terms and Conditions, and**
- (e) **Any other provisions of the contract incorporated by reference.**

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

**RECEIVED**  
**DEC 18 2025**  
**PROSECUTING ATTORNEY**

WHEREAS, the Parties hereto have executed this contract on the day and year last specified below.

FOR THE DEPARTMENT:          Signature _____ Date _____ Seth Daniel Nickerson, Chief Financial Officer Washington State Military Department	FOR THE COUNTY:          Signature _____ Date _____ Mike French, Chairman Clallam County Board of Commissioners
APPROVED AS TO FORM Dierk Meierbachtol (signature on file) 4/5/2023 Assistant Attorney General	<b>Approved as to form only by:</b>  <b>Jay Reno</b> <b>Civil Deputy Prosecuting Attorney</b> <b>Clallam County</b>

**SPECIAL TERMS AND CONDITIONS**

**I. INTRODUCTION:**

The DEPARTMENT through the State 911 Coordination Office (SECO) coordinates and facilitates the implementation and operation of 911 emergency communications throughout the state. It is authorized to enter into agreements for statewide services and to reimburse the COUNTY/WSP Communications for eligible expenses from appropriated excise tax revenue retained in the state 911 account.

**II. KEY PERSONNEL:**

The individuals listed below shall be considered Key Personnel; however, either party may designate a substitute by advance written notification to the other party.

COUNTY/WSP:

DEPARTMENT:

<b>Name</b>	Karl Hatton	<b>Name</b>	Teresa Lewis
<b>Title</b>	Deputy Director	<b>Title</b>	SECO 911 Contract Assistance Program Manager
<b>E-Mail</b>	khatton@pencom.us	<b>E-Mail</b>	teresa.lewis@mil.wa.gov
<b>Phone</b>	360.417.4911	<b>Phone</b>	253.512.7481

**III. ADMINISTRATIVE REQUIREMENTS:**

The Parties shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM) and the Local Government Budget and Accounting Reporting System (BARS).

**IV. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY THE LEGISLATURE:**

Priorities for expenditure of state 911 funds have been established by both the state legislature and the DEPARTMENT:

- A. RCW 38.52.540(1) provides that funds from the state 911 account must be “used only to support the priorities established in RCW 38.52.545, procure, fund, and manage the statewide 911 emergency communications system network, purchase goods and services that support the counties and Washington state patrol public safety answering points in providing 911 baseline level of service statewide, assist the counties and Washington state patrol public safety answering points to provide 911 emergency communications systems and associated administrative and operational costs, acquire 911 hardware, software, and technology appropriate to support a 911 emergency communications system, 911 emergency communications training and public education, support the statewide coordination and management of the 911 emergency communications system, and for modernization needs as technology evolves of the 911 emergency communications systems statewide”;
- B. RCW 38.52.540(3) provides that the State 911 Coordinator is “authorized to enter into statewide agreements to improve the efficiency of the 911 emergency communications system and shall specify by rule the additional purposes for which moneys, if available, may be expended from this account”;
- C. RCW 38.52.545 provides that “In specifying rules defining the purposes for which available state 911 moneys may be expended, the state 911 coordinator, with the advice and assistance of the 911 advisory committee, must consider needs necessary to provide a baseline level of 911 service by individual counties and their designated Washington state patrol public safety answering points. Priorities for available 911 emergency communications system funding are as follows: (1) To procure, fund, and manage the statewide 911 network and supporting services, and assure that 911 dialing is operational statewide; (2) To assist counties and Washington state patrol public safety answering points to provide 911 emergency communications systems and associated administrative and operational costs as necessary to assure that they can achieve a baseline level of service for 911 operation; and (3) To assist counties and their designated Washington state patrol public safety answering points to acquire 911 hardware, software, and technology to support a 911 emergency communications system baseline level of service”;
- D. WAC 118-66-020 reiterates the 911 funding purposes and priorities established by the legislature;
- E. WAC 118-66-040 describes County eligibility for funding;

- F. WAC 118-66-045 describes Washington state patrol (WSP) eligibility for funding; and
- G. WAC 118-66-050 lists expenses that may be eligible for reimbursement based on a reasonable prioritization by the state 911 coordinator and in accordance with the purposes and priorities established by statute and regulation.

**V. THE PARTIES AGREE THAT THE FOLLOWING ELIGIBLE EXPENSES AND PRIORITIES ARE ESTABLISHED IN CONTRACT:**

- A. Consistent with the statutes and regulations cited herein, this Contract provides reimbursement solely for certain approved eligible expenses described in WAC 118-66 incurred by the COUNTY/WSP, in support of 911 calls originating statewide, including eligible expenses in the following prioritization: (1) 911 statewide dialing, (2) 911 baseline level of service, and (3) capital items. Payment for 911 statewide dialing will be made, contingent upon available funding, only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66-050. In the advent of the unavailability or loss of state funding, responsibility for the continued operation of the statewide 911 network, and all related costs, will be transferred to the individual counties, on a pro rata basis. This Contract contains one category of eligible expenses: 911 Equipment as described below:
  - 1. 911 Equipment expenses are only reimbursed pursuant to this Contract. Equipment expenses consist of statewide dialing, basic service, and capital items listed in WAC 118-66 and defined in the SECO Policies and set out in Section VII D of this Contract. Equipment funding is only available when the COUNTY has:
    - a. Imposed the maximum county 911 excise tax allowed under RCW 82.14B.030(1) and RCW 82.14B.030(2);
    - b. Expended its local revenue on eligible 911 expenses and needs additional reimbursement assistance to meet its eligible basic service operating expenses.
    - c. Eligible 911 expenses as described in WAC 118-66.
    - d. A 911 system that is completely enhanced for wireline and wireless 911 services.
- B. Expenses.
  - 1. General Reimbursement Requirements for COUNTY/WSP:
    - a. Contingent upon funding availability, reimbursement will be made only for eligible approved expenses identified in RCW 38.52.545 and WAC 118-66;
    - b. Approved eligible expenses will be reimbursed at amounts not to exceed limits established in SECO Policy, as provided in Section VII D of this Contract;
    - c. In the event, funding will not cover all contract eligible amounts, individual line items will be funded in full or not at all;
    - d. Funding is for use in the primary Public Safety Answering Points (PSAP) only, unless otherwise specified in applicable DEPARTMENT policy, as provided Section VII D of this Contract;
  - 2. Ineligible Items:

Expenses not listed in WAC 118-66, and not directly associated with the equipment of the 911 emergency communications system are not eligible for state financial assistance or reimbursement under this Contract.
  - 3. Expense Documentation and Approval:
    - a. COUNTY/WSP must submit documentation of eligible expenses to the DEPARTMENT; including identification of vendor, warrant number, date, and applicable 911 eligible expense categorization as set out in Section VII E below;
    - b. COUNTY/WSP must submit eligible Expense Reports and/or requests for reimbursement, so they are received by the DEPARTMENT by the last day following the month in which payment was made, including additional hard copy documentation required by an "Action Plan" due to audit findings;
    - c. Expenses contained in Expense Reports not submitted by the last day following payment, including additional hard copy documentation as required by "Action Plans", will not be reimbursed;
    - d. Expense Reports will be processed in the order received by the DEPARTMENT;

- e. The DEPARTMENT may request additional documentation and/or information from COUNTY/WSP pertaining to reimbursement requests, and any delay in providing the requested information may result in delay in reimbursement or reduced reimbursement;
- f. All approved training expenses must be submitted as a whole after the training with the exception of conference registration fee, which may be submitted for reimbursement in advance;
- g. Training expenses are exempt from the 30-day submittal requirement but must be submitted for reimbursement within 90 days of the actual training;
- h. Prior to purchasing or leasing any equipment or software, COUNTY/WSP must submit a written quote to the DEPARTMENT for review and approval. Without prior written approval the purchase or lease will not be eligible for reimbursement by the DEPARTMENT.

**VI. PERFORMANCE PERIOD AND PAYMENT:**

Payment by the DEPARTMENT to the COUNTY/WSP shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT and incurred between **July 1, 2025, and June 30, 2027**, which is also known as the performance period. Work started prior to July 1, 2025, and/or not complete by June 30, 2027, will be considered outside the performance period and therefore not eligible for reimbursement. The COUNTY/WSP shall not request payment in anticipation of expenditures not yet incurred.

**VII. THE COUNTY/WSP AGREES TO:**

- A. **Local Funding:** The COUNTY warrants that it has authorized collection of the local 911 excise tax authorized under RCW 82.14B.030(1), RCW 82.14B.030(2) and/or RCW 82.14B.030(3) and that these funds are being used for wireline and/or wireless eligible expenses listed in WAC 118-66 to operate the 911 system in the county. Consistent with RCW 38.52.540(2), the COUNTY will not request, receive or expend funds under this Contract for wireline and wireless eligible expenses if it has not imposed the maximum county 911 tax allowed under RCW 82.14B.030(1) for switched access lines, and will not request, receive or expend funds under this contract for wireless eligible expenses if it has not imposed the maximum county 911 tax allowed under RCW 82.14B.030(2) for radio access lines.
- B. **Use of Funding:** The COUNTY/WSP warrants that the funds provided by the DEPARTMENT as described in the Budget Sheet (Attachment E), shall be used by the COUNTY/WSP solely for reimbursement of those approved incurred eligible expenses as described in WAC 118-66 and the SECO policies incorporated herein that are necessary to operate 911 statewide. Reimbursement shall be made consistent with SECO policies, as set out in Section VII D of this Contract, for approved expenses described in WAC 118-66 that are incurred between **July 1, 2025, and June 30, 2027**.
- C. **Consolidation:** If the COUNTY receives funds under this Contract in support of a consolidated primary Public Safety Answering Point (PSAP), the COUNTY warrants to maintain and operate the consolidated PSAP for three (3) years from the date of the consolidation and thereafter for the life of this contract. Failure to comply with this requirement requires the county to repay all funds and will result in a recapture of funds as provided in the General Terms and Conditions. For purposes of this Contract, a consolidated PSAP is one operated by or on behalf of a county as the primary PSAP for all operations of 911 call-taking and call transfer activities in that county. The consolidated PSAP may also be engaged in, pursuant to interlocal agreement, the dispatching of public safety resources serving several jurisdictions. A primary PSAP is one that initially answers all 911 calls within the county.
- D. **SECO 911 Policies:** The COUNTY/WSP agrees to abide by all of the following SECO Policies, as written and/or amended, available at [SECO Policies](#) Link and incorporated by reference:
  - SECO County/WSP Equipment Contract Policy (PDF)
  - SECO Statewide Services Support Policy (PDF)
  - SECO Salaries and Benefits Summary (PDF)
- E. **Reimbursement Requests and Reporting Requirements:** Not more often than monthly, the COUNTY/WSP shall submit invoice vouchers (Form A-19) to the DEPARTMENT requesting reimbursement for expenses. The COUNTY/WSP agrees to use forms and/or systems provided by the DEPARTMENT for necessary reports.

In addition to any reports as may be required elsewhere in this contract, the COUNTY/WSP shall prepare and submit the following reports to the DEPARTMENT's Key Personnel:

<u>Financial Reports</u>	<u>#/Copies</u>	<u>Completion Date</u>
<b>Expense Reports</b>	1	<b>No later than 30 days following the end of the month</b>
<b>SECO Project Grant – Quarterly Progress Report</b>	4/8	<b>Required quarterly (every three months)</b>
<b>Final Reimbursement Request</b>	1	<b>July 31, 2027</b>

All contract work must not start prior to July 1, 2025, and must be delivered, installed/completed and accepted by June 30, 2027; although the final report may be submitted by July 31, 2027, as described above. Final billing not received by July 31, 2027, will not be processed.

- F. **Reallocation of Funds:** The COUNTY/WSP is allowed to reallocate funds within the equipment category as needed. Budget categories are as specified or defined on the budget sheet of the contract. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.
- G. **Compliance with Law:** The COUNTY/WSP will comply with all state and federal laws applicable to counties/state.
- H. **Equipment Management:** All equipment purchased under this Contract by the COUNTY/WSP will be recorded and maintained in the COUNTY/WSP’s equipment inventory system.
  1. All equipment purchases reimbursed through this Contract will be owned by and will be the sole responsibility of the COUNTY/WSP.
  2. The COUNTY/WSP shall be responsible for any and all operational and maintenance expenses and for the safe operation of its equipment including all questions of liability. The COUNTY/WSP shall develop appropriate maintenance schedules and procedures to ensure the equipment is well maintained and kept in good operating condition, for the purpose of reducing the need for future reimbursements from the state account.
  3. The COUNTY/WSP shall maintain equipment records that include: a description of the property; the manufacturer’s serial number, model number, or other identification number; the source of the equipment, who holds title; the acquisition date; the cost of the equipment; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
  4. Records for equipment shall be retained by the COUNTY/WSP for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the COUNTY/WSP until all litigation, claims, or audit findings involving the records have been resolved.
  5. The COUNTY/WSP shall take a physical inventory of the equipment 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 COUNTY/WSP to determine the cause of the difference. The COUNTY/WSP shall, in connection with the inventory, verify the existence of the equipment, current utilization of the equipment, and continued need for the equipment by the COUNTY/WSP.
  6. The COUNTY/WSP 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.
- I. **Responsibility for Project/Statement of Work/Work Plan:** While the DEPARTMENT undertakes to assist the COUNTY/WSP with the project/statement of work/work plan (project) by providing state excise tax funds pursuant to this Contract, the project itself remains the sole responsibility of the COUNTY/WSP. The DEPARTMENT accepts no responsibility to the COUNTY/WSP, or to any third party, other than as is expressly set out in this Contract.

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 COUNTY/WSP, 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 COUNTY/WSP shall ensure that all applicable Federal, State, and local permits and clearances are obtained.

The COUNTY/WSP shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the COUNTY/WSP in connection with the project. The COUNTY/WSP shall not look to the DEPARTMENT, 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.

**VIII. CONDITIONED UPON COUNTY/WSP'S FULFILLMENT OF ITS CONTRACT ABOVE THE MILITARY DEPARTMENT AGREES TO THE FOLLOWING:**

- A. Within thirty (30) days of receipt and approval of signed, dated invoice vouchers (state form A-19), and upon satisfactory completion of tasks and documentation of costs as required under this Contract, the DEPARTMENT will reimburse the COUNTY/WSP up to the maximum of **\$178,289**, or actual cost, whichever is lower, pursuant to the schedule set out in the SECO Equipment Contract Reimbursement Schedule (Attachment D) and as authorized by this Contract and WAC 118-66.
- B. If a question arises about the requested reimbursement, the COUNTY/WSP will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved, eligible, and incurred expenses will be processed for reimbursement.
- C. Conditioned upon COUNTY/WSP's fulfillment of its obligations under this Contract, the DEPARTMENT will provide ESINet services to the COUNTY/WSP within available funds.

## GENERAL TERMS &amp; CONDITIONS

- 1) **DEFINITIONS:** As used throughout this Contract the following terms shall have the meanings set forth below:
  - a. "**DEPARTMENT**" shall mean the Washington State Military DEPARTMENT (WMD), or any of the officers or other officers lawfully representing that DEPARTMENT and includes the State 911 Coordination Office (SECO).
  - b. "**COUNTY**" shall mean the named county performing services under this contract or grant. It shall include any subcontractor retained by the COUNTY as permitted under the terms of this Contract.
  - c. "**Subcontractor**" shall mean one, not in the employment of the COUNTY, who is performing all or part of those services under this Contract under a separate contract with the COUNTY. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
  - d. "**PSAP**" means Public Safety Answering Point as defined in WAC 118-66.
  - e. "**WAC**" is defined and used herein to mean the Washington Administrative Code.
  - f. "**RCW**" is defined and used herein to mean the Revised Code of Washington.
- 2) **ACCESS TO PUBLIC RECORDS:**
  - a. The Parties acknowledge that the DEPARTMENT is subject to RCW 42.56, the Public Records Act, and that records prepared, owned, used or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
  - b. The COUNTY/WSP shall provide access to data generated under this Contract to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the COUNTY/WSP's reports, including computer models and methodology for those models.
  - c. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Contract, thus all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and methodology for those models.
- 3) **ADVANCE PAYMENTS PROHIBITED:** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the DEPARTMENT.
- 4) **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336,** 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its' implementing regulations at 28 CFR Part 35. The COUNTY/WSP 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.
- 5) **ATTORNEY'S FEES:** Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Contract or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.
- 6) **COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND DEPARTMENT POLICIES:** The COUNTY/WSP 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, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (e.g., Federal Acquisition Regulation 48 CFR Sec. 52.203-5); Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the COUNTY/WSP's noncompliance or refusal to comply with any applicable law, regulation, executive order or policy, the DEPARTMENT may rescind, cancel, or terminate the Contract in whole or in part in its sole discretion. The COUNTY/WSP is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order or policy.
- 7) **CONTRACT MODIFICATIONS:** The Parties may, from time to time, request changes to the Contract. All mutually agreed changes shall be incorporated by written amendment. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties and any oral understanding or agreements shall not be binding.

- 8) **COUNTY/WSP'S EMPLOYEES NOT EMPLOYEE OF DEPARTMENT:** The COUNTY/WSP, and/or employees, sub-contractors or agents performing under this Contract, are not employees or agents of the DEPARTMENT in any manner whatsoever. The COUNTY/WSP will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the COUNTY/WSP 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 RCW 41.06. It is understood that if the COUNTY/WSP is another state agency, the officers and employees are employed by the State of Washington in their own right.
- 9) **DISCLOSURE:** The use or disclosure by any Party of any information concerning the DEPARTMENT, or its ESINet provider, for any purpose not directly connected with the administration of the DEPARTMENT's or the COUNTY/WSP's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the DEPARTMENT or as required to comply with RCW 42.56, the Public Records Act or a court order. Disclosure of any information concerning the ESINet is controlled by the Non-Disclosure Agreement between the Parties
- 10) **DISPUTES:** Except as otherwise provided in this Contract, when a bona fide dispute arises between the Parties and it 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 team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the COUNTY/WSP, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.
- 11) **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County. The COUNTY/WSP, by execution of this Contract, acknowledges the jurisdiction of the courts of Washington in this matter.
- 12) **HOLD HARMLESS:** The COUNTY/WSP agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the COUNTY/WSP's performance or activities hereunder and that of any sub-contractor hired by the COUNTY/WSP.
- 13) **INSURANCE, INDUSTRIAL COVERAGE:** Prior to performing work under this Contract, the COUNTY/WSP shall provide industrial insurance coverage for the COUNTY/WSP's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the COUNTY/WSP, which may arise during the performance of services under this Contract. Before the start of any work required by this Contract, the COUNTY/WSP shall deliver to the DEPARTMENT certificates of insurance reflecting that the COUNTY/WSP has obtained all the insurance coverage required by this section.
- 14) **INSURANCE, GENERAL COVERAGE:** The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Contract will be paid from the tort claims liability account as provided in RCW 4.92.130. COUNTY/WSP hereby notifies the DEPARTMENT that as a County Government of the State of Washington and in accordance with Washington law, COUNTY/WSP has full loss coverage for itself, its officers, employees and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, COUNTY/WSP will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation and employers' liability.
- 15) **LIABILITY:** To the extent permitted by applicable law, each party to this Contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
- 16) **LIMITATION OF AUTHORITY:** Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or

apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the authorized person.

- 17) **LOSS OF FUNDING:** In the event funding from state or federal sources is withdrawn, reduced, or limited in any way after the effective date of the Contract, the DEPARTMENT may suspend or terminate or renegotiate the Contract without cause under the "Termination" clause and without the thirty (30) day notice requirement.
- 18) **NONASSIGNABILITY:** Neither this Contract, nor any claim arising under this Contract, nor the work to be provided under this Contract, and any claim arising thereunder, shall be assigned or delegated by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- 19) **NONDISCRIMINATION:** During the performance of this Contract, the COUNTY/WSP shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:
- a. Nondiscrimination in Employment: The COUNTY/WSP shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. 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 COUNTY/WSP shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. 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.
- 20) **RECAPTURE PROVISION:** In the event the COUNTY/WSP fails to expend funds under this Contract in accordance with applicable federal, state, and local laws and/or the provisions of the Contract, 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 Contract termination. Repayment by the COUNTY/WSP of funds under this recapture provision shall occur within thirty (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 thereof, including attorney fees from the Contractor.

- 21) **RECORDS, MONITORING AND AUDIT ACCESS:**
- a. The COUNTY/WSP shall perform under the terms of the Contract and the DEPARTMENT may conduct reasonable and necessary monitoring of the COUNTY/WSP's performance.
  - b. To permit such monitoring, the COUNTY/WSP shall maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
  - c. The COUNTY/WSP will retain all books, records, documents, and other materials relevant to this Contract for six (6) years from the date final payment is made hereunder, and make them available for inspection by persons authorized under this provision.
  - d. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the COUNTY/WSP's records with respect to all matters covered in this Contract. Such rights last for six (6) years from the date final payment is made hereunder.

- e. The COUNTY shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Contract.
- 22) **SEVERABILITY:** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.
- 23) **SUB-CONTRACTING:** The COUNTY/WSP shall comply with all applicable procurement laws, rules and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors and sub-contractors that are entered into under this Contract. All contracts and sub-contracting agreements entered into pursuant to this Contract shall incorporate this Contract by reference.
- 24) **TERMINATION:**
- a. If, through any cause, the COUNTY/WSP or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the COUNTY/WSP or its sub-contractors shall violate any of its covenants, agreements, or stipulations of this Contract, the DEPARTMENT shall thereupon have the right to terminate this Contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the COUNTY/WSP describing such default or violation.
  - b. Notwithstanding any provisions of this Contract, either party may terminate this Contract without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Contract, withhold further payments, and prohibit the COUNTY/WSP from incurring additional obligations of funds.
  - c. Reimbursement for eligible expenses incurred by the COUNTY/WSP prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines.
  - d. The DEPARTMENT may unilaterally terminate or suspend all or part of this Contract without cause, 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 Contract.
- 25) **TRAVEL AND SUBSISTENCE REIMBURSEMENT:** If reimbursement of travel or subsistence expenses are included as part of this Contract, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The COUNTY/WSP is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Contract.
- 26) **TREATMENT OF ASSETS:** Upon successful completion of the terms of this Contract, all assets, including equipment, purchased through this Contract will be owned by the COUNTY/WSP unless otherwise specified by the funding source. The COUNTY/WSP shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.
- 27) **WAIVER OF DEFAULT:** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Contract.

**STATEMENT OF WORK**  
**SECO COUNTY/WSP EQUIPMENT CONTRACT - SFY2026/27**  
July 1, 2025 – June 30, 2027

**BASIC LEVEL OF OPERATING SERVICES**

- Maintenance Deliverables
  - The County/WSP Communications will maintain the equipment per manufacturer's recommendations.
  - The County/WSP Communications will complete and return to the DEPARTMENT the equipment maintenance certification log (See Attachment F).

**EQUIPMENT**

- Equipment purchases are limited to eligible expenses outlined in WAC 118-66 and in accordance with Budget Sheet (See Attachment E).
- Capital equipment purchases must be pre-approved by the SECO.

## SECO EQUIPMENT CONTRACT REIMBURSEMENT SCHEDULE

*(for more details about eligible equipment refer to the SECO Equipment Support Policy. ALL equipment purchases MUST BE PRE-APPROVED BY THE SECO IT STAFF and recommended caps are subject to change with prior approval from the SECO.)*

ELIGIBLE ITEM		STATE REIMBURSEMENT
CPD6	NG911 Modernization	Costs related to modernization of the 911 System as authorized and pre-approved by the State 911 Coordinator.
S1	Customer Handling Equipment (CHE) /Telephone System	Purchase or lease and installation of the hardware and software components required to support a CPE/ Telephone system including spares kit that are compliant or compatible with future Next Generation Technology requirements.
S1.2	CHE CPU	Replacement of CPE system Central Processing Units (CPU) at the call receiver workstation based on a <b>five-year</b> life cycle.
S1.3	CHE Server	Replacement of CPE system call processing server at the backroom CPE, based on a <b>five-year</b> life cycle.
S2	ANI/ALI Display Equipment	Replacement of ANI/ALI display equipment. Recommended cap of <b>\$500</b> per approved PSAP call receiving position, based on a <b>five-year</b> life cycle.
S3	PSAP Mapping	Hardware and software capable of converting latitude and longitude (and, when available, altitude) to a map display at the 911 call answering positions at the PSAP. Can be part of CPE, Computer Aided Dispatch (CAD) or standalone system, but only eligible under one category.
S3.2	Migration to new mapping platform/software	A one-time purchase of a required migration to new mapping platform or software has a recommended cap of <b>\$15,000</b> per PSAP.
S3.3	PSAP Mapping CPU	Replacement of PSAP Mapping System Central Processing Units (CPU) at the call receiver workstation based on a <b>five-year</b> life cycle. <i>For stand-alone systems, only.</i>
S3.4	PSAP Mapping Server	For the mapping administrator to manipulate the mapping data prior to movement to the mapping system, based on a <b>five-year</b> life cycle.
B1	Uninterruptible Power Supply (UPS)	Purchase or lease and installation of the hardware and software components required to support PSAP WAC eligible equipment which should provide a minimum of 30 minutes of operations.
B1.2	UPS Battery Replacement	Replacement of batteries, to include an entire battery bank.
B7.1	911 GIS Modernization	Hardware, software, and services used by the 911 Mapping/GIS Coordinator to create, edit, and maintain GIS Data used in call routing and synchronization of ALI & GIS data. Recommended cap of <b>\$10,000</b> (per contract year).
B9	Mapping Display Equipment	Equipment capable of displaying 911 call locations on a map. Recommended cap of <b>\$500</b> per approved PSAP call receiving position, based on <b>five-year</b> life cycle.
B10	911 Management Information Systems (MIS)	Equipment that collects, stores, and collates 911 call data into reports and statistics.

ATTACHMENT D (cont)

C1	Logging Recorder for 911 Calls	Purchase or lease and installation of the hardware and software components required for basic logging/voice recorder as recommended by NENA standards.
C2	Computer-Aided Dispatch (CAD) System Hardware and Software	Purchase or lease and installation of the hardware and software basic components. At a minimum, it shall consist of hardware, call entry module, Teletype interface and ANI/ALI controllers. CAD could also include PSAP Mapping.
C2.3	CAD CPU	Replacement of CAD CPU at the PSAP call receiver workstation based on a <b>five-year</b> life cycle.
C2.4	CAD Server	Replacement of CAD call processing server, based on a <b>five-year</b> life cycle.
C2.5	CAD Display Equipment	Replacement of display equipment has a recommended cap of <b>\$1,000</b> per approved PSAP call receiving position, based on a <b>five-year</b> life cycle.
C3	Auxiliary Generator	Purchase or lease and installation of an auxiliary generator to support 911 telephone services for back-up purposes. Recommended cap of <b>\$40,000</b> and the expense must be pro-rated if used for other than PSAP operations.
C4	Clock Synchronizer	Purchase or lease and installation of the hardware and software components required for a basic clock synchronizer as recommended by NENA standards to include the necessary modules purchased at the same time to integrate the master clock signaling to the PSAP's electronic system.
C5	Console Furniture	Purchase of console furniture for 911 call receiving equipment has a recommended cap of <b>\$15,000</b> per approved call receiving position with a <b>ten-year</b> life cycle. The SECO may authorize exceeding the cap if market evidence indicates the current cap is not sufficient.

**BUDGET SHEET**  
**SECO COUNTY/WSP EQUIPMENT CONTRACT – SFY2026/27**  
July 1, 2025 – June 30, 2027

	<b>SFY2026/27</b>
<b>Capital Equipment</b>	<b>\$ 178,289.00</b>
<b>TOTAL CONTRACT NOT TO EXCEED</b>	<b>\$ 178,289.00</b>

**EQUIPMENT MAINTENANCE CERTIFICATION LOG**  
**SECO COUNTY/WSP EQUIPMENT CONTRACT – SFY2026/27**  
 July 1, 2025 – June 30, 2027

**CLALLAM** County certifies that all maintenance has been scheduled and completed on an annual basis for the following equipment:

<u>Equipment</u>	<u>Vendor/ Inhouse</u>	<u>Vendor Name</u>	<u>Anticipated/Scheduled Timeframe</u>
Customer Premise Equipment (CPE)			
PSAP Mapping			
Uninterruptible Power Supply (UPS)			
911 Management Information System (MIS)			
Logging Recorder			
Computer-Aided Dispatch System			
Auxiliary Generator			
Clock Synchronizer			
Call Receiver Console Furniture			

\_\_\_\_\_  
 Signature (name and title)

\_\_\_\_\_  
 Date



FEB 02 2026

## AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION  Meeting Date: 2/2/2026

REGULAR AGENDA  Meeting Date:

Required originals approved and attached?   
Will be provided on:

**Item summary:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |  |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item           |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Discussion |

Documents exempt from public disclosure attached:

**Executive summary:** Overpopulation of cats and dogs is a nationwide issue. According to ASPCA statistics, approximately 2.8 million animals entered the care of shelters or rescue organizations in the first six months of 2025 alone. Our community is no exception—local shelters and rescues consistently operate at or near capacity. Far more people are seeking to surrender animals than are able or willing to adopt them, a crisis that will only improve when breeding becomes a deliberate and responsible choice. Providing spay and neuter assistance to our community is a proven strategy to reduce pet overpopulation and improve long-term outcomes.

**Budgetary impact:** Requested county contribution is \$4,925.

**Recommended action:** Approval of corresponding budgetary change requested. Total amount needed is \$4,925.

County Official signature & print name: Sheriff King

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

Name of Employee/Stakeholder attending meeting: Chief Bundy and Deputy Bauck

Relevant Departments: Sheriff

Date submitted: 1/28/2026

\* 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 ASAC discussion  
Revised: 3-04-2019

# 2025 Clallam County Animal Rescue Statistics



	WAG	RISE	FRIENDS OF FORKS	PFOA	TOTALS
CALLS	555	364	465	243	1627
INTAKES	96	102	155	81	434
PLACEMENT	92	94	189	98	473
SPAY/NEUTER	45	64	256	+75	+440

Local rescue groups are unable to catch up on animals in need. 434 Animals were taken into shelters or rescues out of the 1627 calls received regarding strays or owner surrenders. That's only 27% with the remainder having no where to go.

The 1<sup>st</sup> step to help solve the overpopulation problem is addressing the unwanted breeding. Most citizens do not intend to add to the overpopulation but simply can't afford to spay or neuter their pets to avoid unwanted pregnancies. Families falling in the in the low-income bracket or less are unable to budget \$800-\$1200 for the surgery of the family pet. In turn, extra pet costs take further funds away from the family.

# Clallam County Spay/Neuter Assistance & Vaccination Clinic

Helping pets and families in need



## Current Situation



Shelters and rescues are at full capacity

Spay/Neuter waitlists include:

WAG – 77

RISE – 42

CVAR – 7

Foxbell – 4

FOFA – 40

PFOA – 50+

Serenity House – 38

CCSO ACO – 24

**Total known on waitlist: over 282**



# Proposed Solution

- Two-Day Clinic at Clallam County Fairgrounds (Feb 27–28)
- Staffing: Licensed veterinary professionals & volunteers
  - (Rescue staff, ACO, 4H Animal Sciences class)
- Funding needed for supplies and medications

# Eligibility



- Low income: Reduced cost (based on HUD Median Income)
- Very low income or homeless: Free services
- County contribution would be to cover supplies and medications for very low income and homeless families that cannot afford the reduced rate.
- Staffing is covered on a voluntary basis by local veterinary clinics, rescue organizations, and 4H youth participating in animal science classes.





CLALLAM COUNTY HEALTH & HUMAN SERVICES  
2025-2027 CONSOLIDATED CONTRACT

CONTRACT NUMBER: CLH32045

AMENDMENT NUMBER: 9

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

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

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:  
<https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sites/pages/home.aspx?e1:9a94688da2d94d3ca80ac7fbc32e4d7e>
  - Adds Statements of Work for the following programs:  
National Estuary Program Shellfish Strategic Initiative 2.0 - Effective January 1, 2026
  - Amends Statements of Work for the following programs:  
Maternal & Child Health Block Grant - Effective January 1, 2025  
Office of Drinking Water Group A Program - Effective January 1, 2025  
WIC Nutrition Program - Effective January 1, 2025
  - Deletes Statements of Work for the following programs:
2. Exhibit B-9 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-8 Allocations as follows:
  - Increase of \$270,797 for a revised maximum consideration of \$5,767,261.
  - Decrease of \_\_\_\_\_ for a revised maximum consideration of \_\_\_\_\_.
  - No change in the maximum consideration of \_\_\_\_\_.  
Exhibit B Allocations are attached only for informational purposes.
3. Exhibit C Federal Grant Awards Index, incorporated by this reference, and located in the ConCon, Funding & BARS library at the URL provided above.

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

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

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

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

APPROVED AS TO FORM ONLY  
Assistant Attorney General

Approved as to form only by:  
  
Jay Reno  
Civil Deputy Prosecuting Attorney  
Clallam County

EXHIBIT B-9  
ALLOCATIONS  
Contract Term: 2025-2027

Indirect Rate January 1, 2025 through December 31, 2025: 32.15%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work LHJ Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY25 USDA WIC Client Svs Contracts	7WA700WA7	Amd 7	10.557	333.10.55	05/01/25	09/30/25	10/01/24	09/30/25	\$512	\$254,363	\$254,363
FFY25 USDA WIC Client Svs Contracts	7WA700WA7	Amd 7	10.557	333.10.55	01/01/25	09/30/25	10/01/24	09/30/25	(\$30,000)		
FFY25 USDA WIC Client Svs Contracts	7WA700WA7	Amd 2	10.557	333.10.55	01/01/25	09/30/25	10/01/24	09/30/25	\$84,438		
FFY25 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	01/01/25	09/30/25	10/01/24	09/30/25	\$199,413		
<b>FFY26 WIC Client Svs Contracts USDA</b>	<b>7WA700WA7</b>	<b>Amd 9</b>	<b>10.557</b>	<b>333.10.55</b>	<b>10/01/25</b>	<b>09/30/26</b>	<b>10/01/25</b>	<b>09/30/26</b>	<b>\$36,165</b>	<b>\$63,447</b>	<b>\$63,447</b>
FFY26 WIC Client Svs Contracts USDA	7WA700WA7	Amd 8	10.557	333.10.55	10/01/25	09/30/26	10/01/25	09/30/26	\$27,282		
<b>PS SSI2 Subaward Management Task 3</b>	<b>01J89801</b>	<b>Amd 9</b>	<b>66.123</b>	<b>333.66.12</b>	<b>01/01/26</b>	<b>11/30/27</b>	<b>07/01/21</b>	<b>06/30/28</b>	<b>\$218,392</b>	<b>\$218,392</b>	<b>\$218,392</b>
FFY25 Swimming Beach Act IAR (ECY)	01J74301	Amd 2	66.472	333.66.47	03/01/25	10/31/25	01/01/25	11/30/25	\$5,850	\$5,850	\$5,850
FFY25 PHEP BP2-CDC-LHJ Partners	NU90TU000055	Amd 8	93.069	333.93.06	07/01/25	06/30/26	07/01/25	06/30/26	\$25,556	\$58,979	\$88,571
FFY25 PHEP BP2-CDC-LHJ Partners	NU90TU000055	Amd 6	93.069	333.93.06	07/01/25	06/30/26	07/01/25	06/30/26	\$33,423		
FFY24 PHEP BP1-CDC-LHJ Partners	NU90TU000055	Amd 3	93.069	333.93.06	01/01/25	06/30/25	07/01/24	06/30/25	\$6,000	\$29,592	
FFY24 PHEP BP1-CDC-LHJ Partners	NU90TU000055	Amd 1	93.069	333.93.06	01/01/25	06/30/25	07/01/24	06/30/25	\$23,592		
FFY24 CDC PPHF Ops	NH23IP922619	Amd 1	93.268	333.93.26	01/01/25	06/30/25	07/01/23	06/30/25	\$854	\$854	\$854
FFY25 CDC VFC Ops	NH23IP922619	Amd 4	93.268	333.93.26	01/01/25	06/30/25	07/01/24	06/30/25	\$566	\$566	\$566
COVID 19 Vaccines R4	NH23IP922619	Amd 4	93.268	333.93.26	01/01/25	06/30/25	07/01/20	06/30/25	\$77,854	\$77,854	\$77,854
FFY19 ELC ED Immunizations CDC	NU50CK000515	Amd 8	93.323	333.93.32	07/01/25	06/30/26	07/01/25	07/30/26	\$10,000	\$10,000	\$10,000
FFY20 ELC EDE LHJs CDC	NU50CK000515	Amd 1, 6	93.323	333.93.32	01/01/25	12/31/25	01/15/21	07/31/26	\$57,500	\$57,500	\$57,500
FFY21 CDC COVID-19 PHWFD-LHJ	NU90TP922181	Amd 2	93.354	333.93.35	01/01/25	06/30/25	07/01/23	06/30/25	\$81,628	\$81,628	\$81,628
PH Infrastructure Comp A1-LHJ	NE110E000053	Amd 8	93.967	333.93.96	01/01/25	11/30/27	12/01/22	11/30/27	\$200,000	\$340,932	\$340,932
PH Infrastructure Comp A1-LHJ	NE110E000053	Amd 3	93.967	333.93.96	01/01/25	11/30/27	12/01/22	11/30/27	\$140,932		
FFY25 HRSA MCHBG LHJ Contracts	B04MC54583	Amd 4	93.994	333.93.99	01/01/25	09/30/25	10/01/24	09/30/25	\$9,094	\$59,281	\$59,281
FFY25 HRSA MCHBG LHJ Contracts	B04MC54583	Amd 1	93.994	333.93.99	01/01/25	09/30/25	10/01/24	09/30/25	\$50,187		
FFY25 MCHBG Special PR HRSA 2	B04MC54583	Amd 8	93.994	333.93.99	10/01/25	09/30/26	10/01/25	09/30/26	\$5,519	\$5,519	\$5,519
<b>FFY26 MCHBG LHJ Contracts HRSA YR1</b>	<b>B04MC55473</b>	<b>Amd 9</b>	<b>93.994</b>	<b>333.93.99</b>	<b>10/01/25</b>	<b>09/30/26</b>	<b>10/01/25</b>	<b>09/30/26</b>	<b>\$11,040</b>	<b>\$11,040</b>	<b>\$11,040</b>
FFY26 MCHBG LHJ Contracts HRSA YR1		Amd 8	93.994	333.93.99	10/01/25	09/30/26	10/01/25	09/30/26	(\$66,916)	\$0	
FFY26 MCHBG LHJ Contracts HRSA YR1		Amd 6	93.994	333.93.99	10/01/25	09/30/26	10/01/25	09/30/26	\$66,916		
Rec Shellfish/Biotoxin		Amd 5	N/A	334.04.93	07/01/25	06/30/26	07/01/25	06/30/26	\$7,000	\$7,000	\$10,300
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/25	06/30/25	07/01/23	06/30/25	\$3,300	\$3,300	

Indirect Rate January 1, 2025 through December 31, 2025: 32.15%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #**	BARS Revenue Code**	Statement of Work		DOH Use Only Chart of Accounts		Amount	Funding Period SubTotal	Chart of Accounts Total
					LHJ Start Date	Funding Period End Date	Funding Period Start Date	End Date			
Small Onsite Management (ALEA)		Amd 7	N/A	334.04.93	07/01/26	06/30/27	07/01/25	06/30/27	\$6,573	\$6,573	\$29,362
Small Onsite Management (ALEA)		Amd 8	N/A	334.04.93	07/01/25	06/30/26	07/01/25	06/30/27	(\$4,923)	\$21,319	
Small Onsite Management (ALEA)		Amd 7	N/A	334.04.93	07/01/25	06/30/26	07/01/25	06/30/27	\$26,242		
Small Onsite Management (ALEA)		Amd 6	N/A	334.04.93	01/01/25	06/30/25	07/01/23	06/30/25	(\$18,607)	\$1,470	
Small Onsite Management (ALEA)		Amd 3	N/A	334.04.93	01/01/25	06/30/25	07/01/23	06/30/25	\$20,077		
SFY27 Wastewater Management-GFS		Amd 7	N/A	334.04.93	07/01/26	06/30/27	07/01/26	06/30/27	\$31,822	\$31,822	\$97,802
SFY26 Wastewater Management-GFS		Amd 7	N/A	334.04.93	07/01/25	06/30/26	07/01/25	06/30/26	\$21,778	\$21,778	
SFY25 Wastewater Management-GFS		Amd 6	N/A	334.04.93	01/01/25	06/30/25	07/01/24	06/30/25	\$18,607	\$44,202	
SFY25 Wastewater Management-GFS		Amd 3	N/A	334.04.93	01/01/25	06/30/25	07/01/24	06/30/25	\$25,595		
SFY26 FPHS-LHJ Funds-GFS		Amd 8	N/A	336.04.25	07/01/25	06/30/26	07/01/25	06/30/26	\$76,000	\$2,123,000	\$4,223,000
SFY26 FPHS-LHJ Funds-GFS		Amd 6	N/A	336.04.25	07/01/25	06/30/26	07/01/25	06/30/26	\$2,047,000		
SFY25 FPHS-LHJ Funds-GFS		Amd 1	N/A	336.04.25	01/01/25	06/30/25	07/01/24	06/30/25	\$2,100,000	\$2,100,000	
SFY25 FPHS-LHJ-Redirect Funds		Amd 1	N/A	336.04.25	01/01/25	06/30/25	07/01/24	06/30/25	\$120,000	\$120,000	\$120,000
<b>YR1 Stimulus - Local Asst (10% of 15%) SS</b>		<b>Amd 9</b>	<b>N/A</b>	<b>346.26.64</b>	<b>01/01/25</b>	<b>12/31/27</b>	<b>07/01/23</b>	<b>06/30/28</b>	<b>\$2,600</b>	<b>\$5,000</b>	<b>\$5,000</b>
YR1 Stimulus - Local Asst (10% of 15%) SS		Amd 5	N/A	346.26.64	01/01/25	12/31/27	07/01/23	06/30/28	\$2,400		
YR 28 SRF - Local Asst (15%) SS		Amd 5	N/A	346.26.64	01/01/25	12/31/27	07/01/24	06/30/29	(\$3,400)	\$0	\$0
YR 28 SRF - Local Asst (15%) SS		Amd 4	N/A	346.26.64	01/01/25	12/31/27	07/01/24	06/30/29	\$3,400		
YR 27 SRF - Local Asst (15%) SS		Amd 4	N/A	346.26.64	01/01/25	06/30/25	07/01/23	06/30/25	(\$2,400)	\$0	
YR 27 SRF - Local Asst (15%) SS		Amd 1	N/A	346.26.64	01/01/25	06/30/25	07/01/23	06/30/25	\$2,400		
<b>Sanitary Survey Fees SS-State</b>		<b>Amd 9</b>	<b>N/A</b>	<b>346.26.65</b>	<b>01/01/25</b>	<b>12/31/27</b>	<b>07/01/23</b>	<b>12/31/27</b>	<b>\$2,600</b>	<b>\$5,000</b>	<b>\$5,000</b>
Sanitary Survey Fees SS-State		Amd 5	N/A	346.26.65	01/01/25	12/31/27	07/01/23	12/31/27	(\$1,000)		
Sanitary Survey Fees SS-State		Amd 4, 5	N/A	346.26.65	01/01/25	12/31/27	07/01/23	12/31/27	\$1,000		
Sanitary Survey Fees SS-State		Amd 1, 5	N/A	346.26.65	01/01/25	12/31/27	07/01/23	12/31/27	\$2,400		
YR1 Stimulus - Local Asst (10% of 15%) TA		Amd 5	N/A	346.26.66	01/01/25	12/31/27	07/01/23	06/30/28	\$1,000	\$1,000	\$1,000
YR 28 SRF - Local Asst (15%) TA		Amd 5	N/A	346.26.66	01/01/25	12/31/27	07/01/24	06/30/29	(\$1,000)	\$0	\$0
YR 28 SRF - Local Asst (15%) TA		Amd 4	N/A	346.26.66	01/01/25	12/31/27	07/01/24	06/30/29	\$1,000		
YR 27 SRF - Local Asst (15%) TA		Amd 4	N/A	346.26.66	01/01/25	06/30/25	07/01/23	06/30/25	(\$1,000)	\$0	
YR 27 SRF - Local Asst (15%) TA		Amd 1	N/A	346.26.66	01/01/25	06/30/25	07/01/23	06/30/25	\$1,000		
<b>TOTAL</b>									<b>\$5,767,261</b>	<b>\$5,767,261</b>	
<b>Total consideration:</b>	<b>\$5,496,464</b>									<b>GRAND TOTAL</b>	<b>\$5,767,261</b>
<b>GRAND TOTAL</b>	<b>\$270,797</b>									<b>Total Fed</b>	<b>\$1,275,797</b>
	<b>\$5,767,261</b>									<b>Total State</b>	<b>\$4,491,464</b>

\*Assistance Listing Number fka Catalog of Federal Domestic Assistance

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

**Exhibit A  
Statement of Work  
Contract Term: 2025-2027**

**DOH Program Name or Title:** Maternal & Child Health Block Grant – Effective January 1, 2025

**Local Health Jurisdiction Name:** Clallam County Health & Human Services

**Contract Number:** CLH32045

**SOW Type:** Revision      **Revision # (for this SOW)** 4

<b>Funding Source</b>	<b>Federal Compliance (check if applicable)</b>	<b>Type of Payment</b>
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

**Period of Performance:** January 1, 2025 through September 30, 2026

**Statement of Work Purpose:** The purpose of this statement of work (SOW) is to support local interventions that impact the target population of the Maternal and Child Health Block Grant.

**Revision Purpose:** The purpose of this revision is to add FFY26 MCHBG LHJ CONTRACTS HRSA YR1 funding.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change Increase (+)	Total Allocation
				Start Date	End Date			
FFY25 HRSA MCHBG LHJ CONTRACTS	78101251	93.994	333.93.99	01/01/25	09/30/25	59,281	0	59,281
FFY26 MCHBG LHJ CONTRACTS HRSA YR1	78101261	93.994	333.93.99	10/01/25	09/30/26	0	11,040	11,040
FFY25 MCHBG SPECIAL PR HRSA 2	7810125A	93.994	333.93.99	10/01/25	09/30/26	5,519	0	5,519
						0	0	0
						0	0	0
						0	0	0
<b>TOTALS</b>						<b>64,800</b>	<b>11,040</b>	<b>75,840</b>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
<b>Maternal and Child Health Block Grant (MCHBG) Administration</b>				
1a	Report actual expenditures for the six-month period from October 1, 2024 through March 31, 2025.	Submit actual expenditures using the MCHBG Budget Workbook to DOH Community Consultant.	May 16, 2025	Reimbursement for actual costs, not to exceed total funding consideration. Monthly Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period.
1b	Develop 2025-2026 MCHBG Budget Workbook for October 1, 2025 through September 30, 2026 using DOH-provided template.	Submit MCHBG Budget Workbook to DOH Community Consultant.	September 5, 2025	
1c	Participate in DOH-sponsored annual MCHBG meeting.	LHJ Contract Lead or designee will attend meeting.	September 30, 2025	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1d	Report actual expenditures for October 1, 2024 through September 30, 2025.	Submit actual expenditures using the MCHBG Budget Workbook to DOH Community Consultant.	December 5, 2025	See Program Specific Requirements and Special Billing Requirements.
1e	Report actual expenditures for the six-month period from October 1, 2025 through March 31, 2026.	Submit actual expenditures using the MCHBG Budget Workbook to DOH Community Consultant.	May 15, 2026	
1f	Report annual FTE billed to MCHBG.	Submit FTE information on DOH-provided template.	July 1, 2026	
1g	Develop 2026-2027 MCHBG Budget Workbook for October 1, 2026 through September 30, 2027 using DOH-provided template.	Submit MCHBG Budget Workbook to DOH Community Consultant.	September 4, 2026	
1h	Participate in DOH-sponsored MCHBG fall regional meeting.	LHJ Contract Lead or designee will attend regional meeting.	September 30, 2026	
<b>Implementation</b>				
2a	Report 2024-25 MCHBG-funded activities and outcomes using DOH-provided reporting template. As a foundation of your MCHBG work determine how processes and programs can close gaps in health outcomes.	Submit monthly reports to DOH Community Consultant. Describe in your updates within each activity of the monthly report how you are intentionally focused on closing gaps in health outcomes.	January 15, 2025 February 15, 2025 March 15, 2025 April 15, 2025 May 15, 2025 June 15, 2025 July 15, 2025 August 15, 2025 September 15, 2025	Reimbursement for actual costs, not to exceed total funding consideration. Monthly Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period.
2b	Develop 2025-26 MCHBG reporting document for October 1, 2025 through September 30, 2026 using DOH-provided template.	Submit MCHBG reporting document to DOH Community Consultant.	Draft – August 15, 2025 Final – September 12, 2025	See Program Specific Requirements and Special Billing Requirements.
2c	Report 2025-26 MCHBG-funded activities and outcomes using DOH-provided reporting template. As a foundation of your MCHBG work determine how processes and programs can close gaps in health outcomes.	Submit monthly reports to DOH Community Consultant. Describe in your updates within each activity of the monthly report how you are intentionally focused on closing gaps in health outcomes.	September report due October 15, 2025 November 15, 2025 December 15, 2025 January 15, 2026 February 15, 2026 March 15, 2026 April 15, 2026 May 15, 2026 June 15, 2026 July 15, 2026 August 15, 2026 September 15, 2026	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2d	Develop 2026-27 MCHBG Monthly Reporting Template for October 1, 2026 through September 30, 2027 using DOH-provided template.	Submit MCHBG reporting document to DOH Community Consultant.	Draft – August 14, 2026 Final – September 11, 2026	
<b>Children and Youth with Special Health Care Needs (CYSHCN)</b>				
3a	Complete intake and renewal, per reporting guidance supplied by DOH, on all infants and children served by the CYSHCN Program as referenced in CYSHCN Program guidance. If no CYSHCN care coordination (enabling service) is provided in a given quarter, email the CHIF administrator at <a href="mailto:DOH-CHIF@doh.wa.gov">DOH-CHIF@doh.wa.gov</a> and indicate that zero clients were served during the quarter. No spreadsheet is necessary when zero clients are served.	Submit data to DOH per CYSHCN Program guidance.	January 15, 2025 April 15, 2025 July 15, 2025	Reimbursement for actual costs, not to exceed total funding consideration. Monthly Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period.  See Program Specific Requirements and Special Billing Requirements.
3b	Identify unmet needs for CYSHCN on Medicaid and refer to DOH CYSHCN Program for approval to access Diagnostic and Treatment funds as needed.	Submit completed Health Services Authorization forms and Central Treatment Fund requests directly to the CYSHCN Program as needed.	30 days after forms are completed. Through September 30, 2025	
3c	Review your program's entry on <a href="http://ParentHelp123.org">ParentHelp123.org</a> annually for accuracy.	Document in the Administrative box on your MCHBG report that you have updated information on your local CYSHCN program with WithinReach/Help Me Grow.	September 30, 2025	
3d	Support improvements to the local system of care (public health services and systems/policy, systems, and environment) for CYSHCN. Refer to the Focus of Work document for example activities and priority areas.	Submit updates as part of monthly reporting document.	January 15, 2025 February 15, 2025 March 15, 2025 April 15, 2025 May 15, 2025 June 15, 2025 July 15, 2025 August 15, 2025 September 15, 2025	
3e	Complete intake and renewal, per reporting guidance supplied by DOH, on all infants and children served by the CYSHCN Program as referenced in CYSHCN Program guidance. If no CYSHCN care coordination (enabling service) is provided in a given quarter, email the CHIF administrator at <a href="mailto:DOH-CHIF@doh.wa.gov">DOH-CHIF@doh.wa.gov</a> and indicate that zero clients were served during the quarter. No spreadsheet is necessary when zero clients are served.	Submit data to DOH per CYSHCN Program guidance.	October 15, 2025 January 15, 2026 April 15, 2026 July 15, 2026	
3f	Review your program's entry on Help Me Grow's <a href="http://ParentHelp123.org">ParentHelp123 Resource Finder</a> annually for accuracy.	Document in the Administrative box on your MCHBG report that you have updated	September 30, 2026	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
		information on your local CYSHCN program with WithinReach/Help Me Grow.		
3g	Support improvements to the local system of care (public health services and systems/policy, systems, and environment) for CYSHCN. Refer to the Focus of Work document for example activities and priority areas.	Submit updates as part of monthly reporting document.	September report due October 15, 2025  November 15, 2025 December 15, 2025 January 15, 2026 February 15, 2026 March 15, 2026 April 15, 2026 May 15, 2026 June 15, 2026 July 15, 2026 August 15, 2026 September 15, 2026	
<b>MCHBG Assessment and Evaluation</b>				
4a	As part of the ongoing 5-year MCHBG Needs Assessment, participate in activities developed and coordinated by DOH using DOH-provided reporting template.	Submit documentation as requested by DOH.	September 30, 2025	Reimbursement for actual costs, not to exceed total funding consideration. Monthly Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period.  See Program Specific Requirements and Special Billing Requirements.
4b	Provide summary of outcomes of MCHBG-funded work completed from October 1, 2024 through September 30, 2025 using DOH-provided reporting template.	Submit documentation as requested by DOH.	November 21, 2025	
4c	As part of the ongoing 5-year MCHBG Needs Assessment, participate in activities developed and coordinated by DOH using DOH-provided reporting template.	Submit documentation as requested by DOH.	September 30, 2026	

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

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

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

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

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

## **Program Specific Requirements**

### **Special Requirements:**

All training costs and all travel expenses for such training (for example: per diem, hotel, registration fees) must be pre-approved, unless identified in pre-approved Budget Workbook. Submit a paragraph to your Community Consultant explaining why the training is **necessary** to implement a strategy in the approved work plan. Details should also include total cost of the training and a link to or brochure of the training. Retain a copy of the Community Consultant's approval in your records.

### **Program Manual, Handbook, Policy References:**

CYSHCN Information and Resources:

[Children and Youth with Special Health Care Needs Website\(wa.gov\)](http://www.wa.gov)

### **Restrictions on Funds (i.e., disallowed expenses or activities, indirect costs, etc.):**

1. At least 30% of federal Title V funds must be used for preventive and primary care services for children and at least 30% must be used for services for children with special health care needs. [Social Security Law, Sec. 505(a)(3)].
2. Funds may not be used for:
  - a. Inpatient services, other than inpatient services for children with special health care needs or high-risk pregnant women and infants, and other patient services approved by Health Resources and Services Administration (HRSA).
  - b. Cash payments to intended recipients of health services.
  - c. The purchase or improvement of land, the purchase, construction, or permanent improvement of any building or other facility, or the purchase of major medical equipment.
  - d. Meeting other federal matching funds requirements.
  - e. Providing funds for research or training to any entity other than a public or nonprofit private entity.
  - f. Payment for any services furnished by a provider or entity who has been excluded under Title XVIII (Medicare), Title XIX (Medicaid), or Title XX (social services block grant).[Social Security Law, Sec 504(b)].
3. If any charges are imposed for the provision of health services using Title V (MCH Block Grant) funds, such charges will be pursuant to a public schedule of charges; will not be imposed with respect to services provided to low-income mothers or children; and will be adjusted to reflect the income, resources, and family size of the individual provided the services. [Social Security Law, Sec. 505 (1) (D)].

### **Monitoring Visits (i.e., frequency, type, etc.):**

Check-ins with DOH Community Consultant as needed.

### **Billing Requirements:**

Payment is contingent upon DOH receipt and approval of all deliverables and an acceptable A19-1A invoice voucher. Payment to completely expend the "Total Consideration" for a specific funding period will not be processed until all deliverables are accepted and approved by DOH. Invoices must be submitted monthly by the 30th of each month following the month in which the expenditures were incurred and must be based on actual allowable program costs. Billing for services on a monthly fraction of the "Total Consideration" will not be accepted or approved.

### **Special Instructions:**

Contact DOH Community Consultant for approval of expenses not reflected in pre-approved Budget Workbook.

**Exhibit A  
Statement of Work  
Contract Term: 2025-2027**

**DOH Program Name or Title:** National Estuary Program Shellfish Strategic Initiative  
2.0 - Effective January 1, 2026

**Local Health Jurisdiction Name:** Clallam County Health & Human Services

**Contract Number:** CLH32045

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

<b>Funding Source</b>	<b>Federal Compliance (check if applicable)</b>	<b>Type of Payment</b>
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

**Period of Performance:** January 1, 2026 through November 30, 2027

**Statement of Work Purpose:** The purpose of this statement of work (SOW) is to enhance the management of the On-Site Sewage System (OSS) database serving the Sequim Bay-Dungeness Watershed Clean Water District and greater Clallam County. This initiative will modernize data management practices, improve OSS inspection records, and align with regulatory standards, ensuring the protection of water quality in the region. By integrating the Tyler Enterprise Permitting and Licensing (EPL) system with Online Responsible Management Entity (RME) inspection software, the project will facilitate real-time data exchange and automate compliance reporting. These efforts aim to streamline workflows, reduce environmental risks, and bolster the County's Pollution Identification and Correction (PIC) program.

Furthermore, this project strategically addresses the needs of historically underserved and disproportionately impacted communities within the Clean Water District. Public-facing tools, such as interactive maps and dashboards, will enhance community engagement by providing residents with real-time information about OSS compliance. Comprehensive training sessions will prepare staff to utilize these new systems effectively while fostering collaborations with Tribal partners to uphold shared environmental responsibilities. The overall goal is to create a robust and sustainable framework for OSS management that not only enhances operational efficiency but also safeguards the essential natural resources vital to the community's cultural and economic livelihood.

**Revision Purpose:** N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
PS SSI2 SUB AWARD MANAGEMENT TASK 3	261K1213	66.123	333.66.12	01/01/26	11/30/27	0	218,392	218,392
						0	0	0
						0	0	0
						0	0	0
						0	0	0
<b>TOTALS</b>						<b>0</b>	<b>218,392</b>	<b>218,392</b>

Description (e.g., "shellfish beds reopened")	Units (e.g., acres)	Targets/Estimate ("number")
Upgrade and/or maintain shellfish growing areas in watershed assessment growing areas	Acres	24,908
Increase completeness of OSS inspection records	Percentage	95

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
<p>Clallam County (hereafter referred to as the subrecipient) will manage all project components, including but not limited to subcontract(s), invoice submission, budget, and deliverable completion and submission.</p>				
<p>The subrecipient will upload deliverables to their contract folder on the Shellfish Strategic Initiative Lead' (SIL's) <a href="#">Subrecipient Share Point</a> site, then email Shellfish SIL Administrative Assistant, Theo Jones; <a href="mailto:theo.jones@doh.wa.gov">theo.jones@doh.wa.gov</a> and Contract Manager, Megan Schell; <a href="mailto:megan.schell@doh.wa.gov">megan.schell@doh.wa.gov</a>. The Contract Manager will provide access to the <a href="#">Shellfish SIL's Subrecipient Share Point site</a> where the subrecipient can access the <a href="#">Shellfish SIL Grant Guidance</a>.</p>				
<p>Use the following naming convention for deliverables when uploading to Sharepoint: <i>Task Number, Task Name/Description, Contract Number</i>.</p>				
<p><b>TASK 1. Project Development</b>  <b>This task must be completed before initiating any other work under this subaward. Work completed prior to the completion of Task 1 will be ineligible for reimbursement under this subaward</b></p>				
1.1	<p><b>Quality Assurance Project Plan (QAPP) Development.</b>  Per EPA sub-award terms and conditions, for projects that involve the collection, production, evaluation, or use of environmental information, the sub-recipient must submit a Quality Assurance Project Plan (QAPP) to the Washington State Department of Ecology's NEP Quality Coordinator (NEP QC) using EPA's NEP guidance for QAPPs. Project work should not begin until the Quality Assurance Project Plan (QAPP) has Quality Assurance approval. At contract start, the subrecipient must work with the NEP QC to ensure the project meets quality assurance requirements per the contract terms and conditions.</p> <p>The subrecipient is also required to conduct and document an annual review of the approved QAPP with ECOLOGY for projects exceeding one year in duration. For any changes prior to the annual review the subrecipient must contact the NEP QC to confirm required documentation. Changes may include but are not limited to new sampling sites, extended timeline, updated methods, and changes to analysis.</p>	<p>a. QAPP or waiver</p> <p>b. QAPP review</p>	<p>a. Within 30 days of contract execution date.</p> <p>b. Annually (N/A for waivers)</p>	<p>Reimbursement up to <b>\$1,911</b> based on actual costs.</p>
1.2	<p><b>Project Factsheet</b>  Using the templates provided, the subrecipient must complete an initial one-page Project Factsheet at the outset of the contract. A final one-page Project Factsheet is due at the end of the contract.</p> <p>The initial factsheet will provide an overview of the project and a brief description of the subrecipient's organization. The subrecipient will submit the initial factsheet with the first quarterly progress report.</p>	<p>a. Initial Project Factsheet</p> <p>b. Final Project Factsheet</p>	<p>a. Due with first quarterly report</p> <p>b. 2 weeks prior to contract end date</p>	



	Invoices received more than 45 days after contract expiration may not be eligible for reimbursement.			
2.2	<b>Data Reporting</b> The subrecipients will report additional data requirements as determined by NEP. The subrecipient and the NEP Data and Information Coordinator, Abigail Ames <a href="mailto:Abigail.ames@doh.wa.gov">Abigail.ames@doh.wa.gov</a> , will determine what data variables will be reported on within 60 days of contract execution. Data reporting will be collected every six months with the quarterly reports during those cycles.	Data Reporting	Annually April 1 Annually October 1	
2.3	<b>Water Quality eXchange (WQX) Data Reporting</b> The Water Quality Exchange (WQX) is the tool for data partners to submit monitoring data to EPA. If the subrecipient collects any physical, chemical, or environmental data (e.g., dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or enterococci, and other biological and habitat data), then the subrecipient's QAPP will specify data to be reported through WQX. Data for a calendar year (Jan. 1 – Dec 31) must be submitted at least annually. See WQX information, including tutorials, at <a href="https://www.epa.gov/waterdata/water-quality-data-wqx">https://www.epa.gov/waterdata/water-quality-data-wqx</a> .	WQX Data Reporting, if applicable	At least annually by December 31	
2.4	<b>Subcontracts and Subawards</b> The subrecipient may execute one or more subcontracts (professional services agreements) for Task 5 - API Integration. Selection of subcontractor must comply with applicable provisions of 2 CFR Part 200 and the <a href="#">EPA Subaward Policy</a> . A meeting(s) may be held to clarify the scope, schedule, and deliverables for the subcontract. The subrecipient and subcontractor will execute the contract and hold a kick-off meeting.	a. Subawards  b. Kick-off meeting summary  c. Updates on subcontractor progress as delivered by subcontractor	a. 30 days after contract execution  b. Prior to beginning subcontracted work  c. Per Task 2 Reporting Schedule and as needed	
<b>Task 3. Requirement Analysis</b> This task lays the technical groundwork for successful system integration by defining requirements and validating existing data. Clallam County will analyze current OSS data sources, workflows, and system needs to produce a comprehensive integration plan. Stakeholder workshops will be held to ensure user needs and technical considerations are accurately captured. These activities result in a complete set of requirements and cleaned historical data, which will guide subsequent development tasks.				
3.1	<b>Data Inventory and Field Mapping</b> The Database Specialist will conduct a detailed review of existing OSS datasets across Tyler EPL, OnlineRME, and ArcGIS. Data fields will be mapped for compatibility, and any gaps will be documented in a preliminary integration matrix. This ensures alignment of system inputs and avoids conflicts during later integration.	Integration Matrix	March 31, 2026	Reimbursement up to <b>\$25,366</b> based on actual costs.

3.2	<b>Stakeholder Workshop and Workflow Documentation</b> Workshops (technical/data/system focused) will be convened with IT staff, contractors, and program managers to validate workflows and identify missing requirements. User stories and use cases will be collected to capture practical needs from field staff and administrators. The outcomes will be summarized in meeting notes and incorporated into the requirements plan.	Stakeholder Workshop Notes	March 31, 2026	
3.3	<b>Creation of Data Dictionary and Metadata Documentation</b> The Database Specialist will review historical OSS records to identify inconsistencies, duplicates, or errors. Corrections will be applied using defined cleanup rules, and all changes will be logged for transparency. A validated dataset will be produced for use in integration testing and ongoing program operations.	a. Data Dictionary and Metadata Documentation b. Historical Data Cleanup Summary	a. December 31, 2026 b. December 31, 2026	
<b>Task 4. Process Improvement &amp; Change Management</b> This task prepares the County's organizational structure and policies for adoption of the new integrated OSS database system. As workflows are modernized, staff will need updated Standard Operating Procedures (SOPs) and revised business rules to align with the capabilities of Tyler EPL and OnlineRME integration. The County will also perform a change impact assessment to anticipate how new systems will alter daily operations, roles, and responsibilities. These activities ensure that technology improvements are reinforced with corresponding organizational adjustments, minimizing disruption and supporting long-term sustainability.				
4.1	<b>Process Mapping and Workshops</b> Staff will conduct structured workshops (policy/procedure/organizational adoption focused) to document existing OSS workflows. Each process will be mapped step-by-step to identify redundancies, inefficiencies, and pain points. Outputs will include both "as-is" and "to-be" workflow diagrams to inform future SOPs and integration requirements.	As-Is and To-Be Workflow Diagrams	June 30, 2026	Reimbursement up to <b>\$20,634</b> based on actual costs.
4.2	<b>Policy and Business Review</b> Current policies and enforcement triggers will be reviewed to assess alignment with automated data exchanges and new reporting tools. Recommendations for updates will address issues such as inspection scheduling, record retention, and compliance tracking. Drafted updates will be presented to County leadership for approval before integration is finalized.	Recommended Policy and Business Rule Updates	December 31, 2026	
4.3	<b>Change Impact and Readiness Assessment</b> An assessment will be completed to evaluate how system integration will affect staff workloads, training needs, and enforcement practices. The analysis will identify high-priority areas requiring transition support, such as IT	Change Impact Assessment	December 31, 2026	

	resource allocation or Environmental Health Specialist workflows. Findings will be used to develop a change management plan with milestones and communications strategies.			
<p><b>Task 5. API Integration</b>  This task delivers the technical build-out of data integration between Tyler EPL, OnlineRME, and ArcGIS. The contractor and vendor team will configure APIs and build middleware to automate the secure transfer of OSS inspection data. Specific measures, including secure transmission protocols, audit logging, and error handling, will be implemented to protect data integrity. Successful completion will enable near real-time reporting, reduce manual entry, and ensure data is both accurate and current for programmatic use.</p>				
5.1	<p><b>Design of Integration Specification</b>  Technical specifications will be finalized, documenting field mappings, authentication methods, and expected data flows. Error handling and retry procedures will be included to prevent data loss or corruption during transfer. This specification will serve as the blueprint for development and testing.</p>	Integration Specifications	September 30, 2026	Reimbursement up to <b>\$84,360</b> based on actual costs.
5.2	<p><b>Middleware Development and Vendor Coordination</b>  The contractor will develop middleware to act as a translation layer between Tyler EPL and OnlineRME. Simultaneously, the Tyler vendor will configure API endpoints and provide necessary credentials for access. This will include payment of the annual licensing fee for the Tyler Health Module to enable enhanced health data integration capabilities. Coordination between vendor and contractor teams will be managed by the Database Specialist to ensure compatibility.</p>	Middleware Code	June 30, 2027	
5.3	<p><b>Implementation of Security and Audit Protocols</b>  Security measures such as TLS encryption, role-based access controls, and audit logging will be applied to safeguard data. Audit logs will record key system events, including failed transfers and unauthorized access attempts. These logs will be reviewed periodically to ensure compliance with security standards.</p>	Security and Audit Protocol Implementation	June 30, 2027	
5.4	<p><b>Testing and Validation of Data Exchange</b>  Automated test scripts will be executed, first in an isolated dev/test environment followed by the production environment, to confirm that all required fields are transmitted correctly and in the proper format. Validation will also confirm that system statuses, inspection reports, and compliance records remain consistent across platforms.</p>	Testing Outcomes Documentation	June 30, 2027	

	Testing outcomes will be documented and approved prior to production deployment.			
<p><b>Task 6. Data Quality and Security Enhancements</b>  This task focuses on protecting the integrity and security of OSS data once system integration is complete. Automated dashboards will continuously monitor data quality, ensuring that anomalies and inconsistencies are detected early. Security risk assessments will identify vulnerabilities, and mitigation measures will be put in place to prevent unauthorized access or data breaches. Collectively, these activities will provide confidence that data guiding enforcement and public reporting is accurate, reliable, and protected.</p>				
6.1	<p><b>Development of Data Quality Dashboards</b>  Automated dashboards will be configured to check for missing fields, duplicate entries, and invalid values in OSS records. Alerts will notify administrators of anomalies in real time, allowing for rapid remediation. This proactive monitoring reduces the risk of inaccurate compliance reporting.</p>	Data Quality Dashboards	June 30, 2027	Reimbursement up to <b>\$19,447</b> based on actual costs.
6.2	<p><b>Security Risk Assessment</b>  A risk assessment will be conducted to evaluate vulnerabilities within the integrated system, including potential API security gaps. Recommendations will be prioritized based on severity and feasibility, and corrective measures will be tracked to completion. The assessment will be documented in a formal report.</p>	Security Risk Assessment Report	June 30, 2027	
6.3	<p><b>Implementation of Audit Logging and Retention Policies</b>  Audit logging will be established to capture all changes to OSS records and data exchanges between systems. Retention policies will be defined to ensure logs are stored securely. These measures provide accountability and support incident investigations, should they occur.</p>	Audit Logging and Retention Policies Implementation	June 30, 2027	
<p><b>Task 7. Geospatial Report Automation</b>  This task creates automated reporting and visualization tools to strengthen decision-making within the OSS program. Integration with ArcGIS will produce nightly compliance reports, interactive dashboards, and a public-facing map of OSS system status. Internal dashboards will help staff identify high-risk areas and trends, while public tools will improve transparency and community engagement. By automating geospatial reporting, the County ensures timely, consistent access to information that supports enforcement and water quality protection.</p>				
7.1	<p><b>Customization of Reporting Module</b>  Tyler's reporting module will be configured to generate compliance data in formats compatible with ArcGIS. Reports will be scheduled to run nightly, ensuring that compliance information is consistently up to date. Staff will review outputs regularly to confirm accuracy.</p>	Customized Reporting Module	June 30, 2027	Reimbursement up to <b>\$23,026</b> based on actual costs.
7.2	<p><b>Development of Internal Dashboards</b></p>	Internal Dashboards	June 30, 2027	

	Dashboards will be designed for internal use, highlighting trends in system failures, inspection rates, and geographic clusters of risk. These dashboards will support staff in targeting resources where they are most needed. Custom filters will allow staff to drill down by sub-watershed or environmentally sensitive area.			
7.3	<p><b>Publication of Public-Facing OSS Map</b> A public interactive map will be published to allow residents and partners to view OSS compliance status in real time. Sensitive fields will be excluded to maintain privacy while still promoting accountability. The map will be updated automatically from the nightly report feed and hosted on County platforms.</p> <p><b>EPA Programmatic Condition E. Recognition of EPA Funding will be applied</b></p> <p>Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:</p> <p>“This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J89801 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”</p>	Public-Facing OSS Map	September 30, 2027	
<p><b>Task 8. User Acceptance Testing (UAT)</b> This task validates the system’s readiness for production by subjecting it to rigorous user acceptance testing. A structured plan will be developed to test functionality, performance, and security. Deficiencies identified during testing will be logged, remediated, and re-tested to ensure full compliance with requirements. Successful completion of this task confirms that the system is stable, accurate, and ready for deployment.</p>				
8.1	<p><b>Development of UAT Plan</b> The Database Specialist will prepare a formal test plan that outlines test cases, acceptance criteria, and required outcomes. Test cases will cover end-to-end scenarios such as inspection intake, report upload, and compliance status changes. Acceptance thresholds will be agreed upon in advance with department managers.</p>	UAT Plan	June 30, 2027	Reimbursement up to <b>\$16,538</b> based on actual costs.
8.2	<p><b>Execution of Test Cases</b> Staff and contractors will execute test cases in a controlled environment using historical datasets.</p>	Test Case Execution Documentation	June 30, 2027	

	Outcomes will be documented in detail, including any errors or unexpected system behaviors (e.g., response time, handling of high-volume data exchange, etc.). Issues will be logged in a centralized system for resolution tracking.			
8.3	<b>Resolution and Re-Testing of Issues</b> Contractors will address identified issues and re-submit fixes for validation. Regression testing will be conducted to ensure that resolved issues do not introduce new problems. A final validation report will summarize all tests and confirm readiness for production.	Final Validation Report	November 30, 2027	
8.4	<b>Deployment Plan</b> Develop a rollout plan, including migration to production, data synchronization, and phased go-live.	Deployment Plan	June 30, 2027	
8.5	<b>Post-Deployment Verification</b> Monitor initial system performance, verify data flows, and address immediate issues in the first 30-60 days post-go-live.	Post-Deployment Verification Report	November 30, 2027	
<b>Task 9. Staff Training</b> This task builds staff capacity to operate and maintain the integrated OSS system beyond the grant period. Training will be comprehensive, covering both technical and programmatic functions, and will include written manuals, quick-reference guides, and video tutorials. Live training sessions and knowledge transfer workshops will prepare staff to handle daily tasks as well as more advanced troubleshooting. These efforts ensure that Clallam County can sustain the new system without long-term reliance on external vendors.				
9.1	<b>Development of Training Materials</b> A user manual will be created that details system functionality and workflows, accompanied by quick-reference guides for common tasks. Video tutorials will be produced to provide visual, step-by-step instructions accessible on demand. These materials will be reviewed and approved for accuracy before being distributed.	a. User Manual b. Quick-Reference Guides c. Video Tutorials	a-c. November 30, 2027	Reimbursement up to <b>\$16,538</b> based on actual costs.
9.2	<b>Delivery of Training Sessions</b> Live training sessions will be conducted for program staff and IT administrators. Sessions will include hands-on exercises using the live system to reinforce learning. Attendance will be tracked, and participants will be encouraged to provide feedback on content and delivery.	Training Session Feedback	November 30, 2027	
9.3	<b>Knowledge Transfer to IT Staff</b> Dedicated workshops will be held for IT staff to ensure they are equipped to manage integrations, troubleshoot errors, and perform system maintenance. Documentation will be transferred, including runbooks and escalation protocols. IT	a. Knowledge Transfer Workshops Documentation b. Ongoing Maintenance Plan	a-b. November 30, 2027	

	staff will be asked to demonstrate competence by completing simulated tasks under supervision.			
<p><b>Task 10. Broader Impacts and Communication</b>                  This task ensures that the outcomes and benefits of the project are communicated effectively to partners and peer jurisdictions. The County will prepare a webinar to highlight key findings and lessons learned. The product will be designed for accessibility and relevance to different audiences, including Tribal partners and other counties managing OSS programs. This activity builds transparency and promotes replication of best practices across Puget Sound.</p>				
10.1	<p><b>Implementation of Outreach Activities</b>                  At least one webinar or similar event will be hosted to share lessons learned with peer jurisdictions and stakeholders. Materials such as slide decks, recordings, and written summaries will be developed for distribution. Feedback will be solicited from participants to assess effectiveness and guide improvements in future outreach efforts. For example, WSHEA, WOSSA, or DOH PIC or OSS regional meetings. When venue is decided, reach out to DOH for approval.</p> <p><b>EPA Programmatic Condition E. Recognition of EPA Funding will be applied</b></p> <p>Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:</p> <p>“This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J89801 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”</p>	<p>a. Webinar Materials (Slide Decks, Recordings, Summaries)</p> <p>b. Outreach Feedback</p>	<p>a. Draft due at least two weeks prior to event(s).</p> <p>b. November 30, 2027</p>	<p>Reimbursement up to <b>\$1,910</b> based on actual costs.</p>

Budget Category	Amount
Personnel/Salaries	\$103,342
Fringe Benefits	\$31,003
Travel	\$0
Equipment (federal definition – anything over \$5,000)	\$0
Supplies	\$0
Contracts Tyler Technologies, Inc. for data management system integration	\$47,877
Other	\$0
Total Direct Charges	\$182,223
Indirect Charges (federally approved rate) 35%	\$36,170
<b>TOTAL – Not to Exceed</b>	<b>\$218,392</b>

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

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

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

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

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

**Program Specific Requirements**

**Program Manual, Handbook, Policy References:**

Clallam County On-Site Septic System Management Plan, June 12, 2007

**Special References (i.e., RCWs, WACs, etc.):**

WAC 246-272A, RCW 70.118A, Puget Sound Action Agenda

**Monitoring Visits (i.e., frequency, type, etc.):**

The DOH program contact may conduct at least one monitoring visit during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the subawardee.

**Billing Requirements:**

Invoicing is required at least quarterly. All final invoices should be sent within 45 days of contract completion and should be marked FINAL.

**Special Instructions:**

Progress reports are due to DOH on the following dates: January 15, April 1, July 15 and October 1, annually and upon contract completion. Reports will be uploaded to subrecipients contract folder on the subrecipients Sharepoint page: [NEP Subrecipient Resources - Home \(sharepoint.com\)](#) Email [megan.schell@doh.wa.gov](mailto:megan.schell@doh.wa.gov) to confirm delivery.

**2 CFR 200**

The grant for this contract was fully funded prior to the Office of Management and Budget's revisions to 2 CFR 200 that went into effect on October 1, 2024. Follow OMB Guidance prior to the 2024 Revision.

**Budget Revisions**

If budget revisions are needed to the Overall Budget as shown above and the total cost of the revisions are less than 10% of the contract total, a formal amendment may not be needed but work plan revisions and budget revisions must be submitted to DOH Contract Manager for review and approval prior to implementing any revision.

If the budget revision is >10% of the contract total OR is in a previously unbudgeted category (e.g., if there have not been costs in supplies previously, and the revision is to now include money for supplies), a formal amendment is needed.

**EPA Terms and Administrative Conditions**

The following provisions are the pass-thru requirements of all U.S. EPA - DOH subawards funded under cooperative agreement PC-01J89801 and will apply to all work funded under this agreement.

## Administrative Conditions

### National Administrative Terms and Conditions General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The subrecipient agrees to comply with the current EPA general terms and conditions available at: [EPA General Terms and Conditions effective October 1, 2023 or later](#).

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award. The EPA repository for the general terms and conditions by year can be found at: [Grant Terms and Conditions | US EPA](#).

## Programmatic Conditions

HABITAT, SHELLFISH, and STORMWATER Strategic Initiative Leads - (PC) Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program Programmatic Terms and Conditions: 6/2021

### A. Semi-Annual Performance Reports

The subrecipient shall submit performance reports every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. Reports shall be submitted to the NEP Contract Manager and will be provided electronically. In accordance with 2 CFR 200.328, as appropriate, the subrecipient agrees to submit performance reports that include brief information on each of the following areas:

1. A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
2. The reasons why established goals were not met, if appropriate;
3. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. In addition to the semi-annual performance reports, the subrecipient shall immediately notify the NEP contract manager of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the NEP contract manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

### B. Final Performance Report

The subrecipient shall submit a final performance report through quarterly reporting, which is due 60 calendar days after the expiration or termination of the award. The report shall be submitted to the NEP contract manager and must be provided electronically. The report shall generally contain the same information as

in the periodic reports, but should cover the entire project period. After completion of the project, the NEP contract manager may waive the requirement for a final performance report if the NEP contract manager deems such a report is inappropriate or unnecessary.

### **C. Program Income – Addition**

If program income is generated, the subrecipient is required to account for program income related to this project. Program income earned during the project period shall be retained by the subrecipient and shall be added to funds committed to the project by EPA and the subrecipient, and shall be used to further eligible project objectives.

### **D. Information Collection Requirements**

NEP and the subrecipient agree to comply with the requirements of the Paperwork Reduction Act in completing the project. Because the scope of work includes a survey, a questionnaire or similar information-gathering activity, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.), requires NEP to obtain Office of Management and Budget (OMB) clearance prior to the subrecipient's collection of information by means of identical questions posed to 10 or more persons.

The subrecipient will provide to the NEP contract manager the following information: (1) description of the information to be collected; (2) explanation of the need for the information; and (3) to whom the survey is being directed.

### **E. Recognition of EPA Funding**

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J89801 to the Washington State Department of Health. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

### **F. Annual Conferences**

The subrecipient may attend one or more appropriate conferences each year, which may be within the Puget Sound region. The specific conferences will be determined in consultation with the NEP contract manager. The purpose of this requirement is to provide subrecipients with opportunities to learn about and benefit from other relevant initiatives and programs that relate to the funded work; to exchange information about their funded work with organizations that may benefit from their experience; and generally to raise awareness within the Puget Sound, Salish Sea, and large aquatic ecosystem protection and restoration communities of the funded work. Example of potentially relevant conferences include, but are not limited to, the biennial Salish Sea Ecosystem Conference; local or regional meetings of Tribal, professional, scientific, or other relevant associations. Specific conferences will depend on the nature of the work proposed. Subrecipient will be allowed to use award funds to pay for travel and lodging. Subrecipient should include anticipated costs for attending conferences in their proposed budget.

### **G. Peer Review**

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products, the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

### **H. Competency of Organizations Generating and/or Using Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, subrecipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <http://www.epa.gov/fem/lab> or a copy may also be requested by contacting the NEP contract manager for this award.

#### Federal Assistance Agreement Funds Up To \$200,000

Subrecipient agrees that if the total federal funding obligated on this award exceeds \$200,000 (resulting from subsequent amendments to this agreement) and will involve the use or generation of environmental data it will (unless it has otherwise done so) demonstrate competency prior to carrying out any activities involving the generation or use of environmental data under this agreement. Federal Assistance Agreement Funds Exceed or Expect to Exceed \$200,000 Subrecipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre- award demonstration of competency is not practicable. Subrecipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data.

#### **I. WQX Requirement**

Subrecipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Water Quality Portal (WQP) using either WQX or WQX web. Water quality data appropriate for the Water Quality Portal (WQP) include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the Water Quality Portal structure. WQX web is a web-based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the Water Quality Portal, including tutorials, can be found at <https://www.epa.gov/waterdata/water-quality-data-wqx>

If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible (in the Water Quality Portal or some other database). Subrecipients are encouraged to develop a cross walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

#### **J. Riparian Buffers**

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date – April 16, 2013), or the October 28, 2013 guidance.

Grantees shall confirm in writing projects' consistency with the recommendations referenced above. When developing project proposals, grantees also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery.

Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the grantee must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request. NEP contact for riparian buffers: Lea Shields, [lea.shields@doh.wa.gov](mailto:lea.shields@doh.wa.gov).

**K. International Travel (Including Canada) – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your NEP contract manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your NEP contract manager listed on the front page of the Award Document.

**L. Geospatial Data Standards**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov)

**M. Model Programmatic Subaward Reporting Requirement (GPI-16-01)**

The subrecipient must report on its subaward monitoring activities under 2 CFR 200.331(d). Examples of items that must be reported if the pass-through entity has the information available are: Summaries of results of reviews of financial and programmatic reports. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance. Environmental results the subrecipient achieved. Summaries of audit findings and related pass-through entity management decisions. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

**N. Lobbying and Litigation — PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION. All Subrecipients.**

- a. The chief executive officer of this subrecipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The subrecipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- b. The subrecipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- c. In accordance with the Byrd Anti-Lobbying Amendment, any subrecipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- d. Contracts awarded by a subrecipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- e. Pursuant to Section 18 of the Lobbying Disclosure Act, the subrecipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

**O. EPA's Substantial Involvement**

EPA will be substantially involved in this project by participating in the following activities: (1) Within the first nine months of the project, EPA reserves the right to negotiate work plan and budget; (2) monitor the project management and execution throughout the assistance agreement's project and budget period; (3) provide

technical assistance and coordination as requested or needed by the subrecipient; and (4) review and approve technical deliverables, including 30-day preaward review of subaward agreements to ensure consistency with the collaborative intent of the National Estuary Program.

**P. Quality Assurance Requirements (2 CFR 1500.11)**

As of February 17, 2023, any project, including work performed by Grantees, that involves the collection, production, evaluation, or use of environmental information requires an approved QAPP prior to the start of work.

Acceptable Quality Assurance documentation (QAPP) must be submitted to the DOH Contract Manager and NEP Quality Coordinator (NEP QC) within 30 days of the acceptance of this agreement or another date as negotiated with the DOH Contract Manager. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the DOH Contract Manager, in concert with the NEP Quality Coordinator, has approved the quality assurance document. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website:

<https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

Instructions to Submit Quality Assurance Documents for Review DOH and the NEP QC will determine if a QAPP is required for this project. If a QAPP is required, subrecipients will work with DOH and NEP QC to develop and submit a QAPP for approval. The QAPP development and approval process is a multi-step process. More information about QAPPs can be found at <https://ecology.wa.gov/About-us/How-we-operate/Scientific-services/Quality-assurance/Quality-assurance-for-NEP-grantees>.

**Q. ULO Stretch Goal:**

Subrecipients of EPA assistance agreements that include subawards in the approved workplan should manage their programs and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are "unspent" federal funds, not yet drawn down through disbursements to subaward recipients. EPA encourages the reduction of these unliquidated obligations (ULOs) by applying the following programmatic term and condition to the FY2021 Strategic Initiative Lead cooperative agreements with subaward projects. Assistance agreement subrecipients are to apply these "stretch" goals throughout the life of the assistance agreement and to confer with your NEP Contract Manager whenever instances arise that make attainment of these stretch goals unlikely.

Stretch Goal: A stretch goal for utilization of funds for each new strategic initiative lead grant with subawards is established. All funds should be spent by 21/2 years in order for incremental funding to be considered at levels otherwise available for the fourth year of the grant.

Funds Awarded July 2021 Should all Be Drawn Down by March 2024.

Funds Awarded in FY2022 (October 1, 2021-September 30, 2022) Should all Be Drawn Down by March 2025

Funds Awarded in FY2023 (October 1, 2022-September 30, 2023) Should all Be Drawn Down by March 2026

Funds Awarded in FY2024 (October 1, 2023-September 30, 2024) Should all Be Drawn Down by March 2027

Funds Awarded in FY2025 All Should Be Drawn down by award end date + 90 days.

**R. Animal Subjects — PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**

Subrecipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Subrecipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20, 1985). The nine principles can be viewed at: <http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm>.

**S. Copyrighted Material and Data – PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes. Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the subrecipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA’s authorization to the other grantee to use the copyrighted works or other data. Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

1. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
2. termination or expiration of this agreement. In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

**T. Light Refreshments and/or Meals PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION. APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):**

Unless the event(s) and all of its components are described in the approved workplan, the subrecipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The subrecipient must send requests for approval to the NEP Contract Manager and include:

1. An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
2. A description of the purpose, agenda, location, length and timing for the event; and,
3. An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for subrecipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements. Subrecipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the subrecipient’s NEP Contract Manager; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the subrecipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

**FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT SUBRECIPIENTS EXCLUDING STATE UNIVERSITIES:** If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events

(with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol. By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

**U. State Grant Cybersecurity - PUGET SOUND PROGRAM WANTS TO HIGHLIGHT THIS DUPLICATE GENERAL TERM AND CONDITION.**

1. The subrecipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
2. (1) EPA must ensure that any connections between the subrecipient's network or information system and EPA networks used by the subrecipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the NEP Contract Manager and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into

Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data. (2) The subrecipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The subrecipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the subrecipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the NEP Contract Manager. Nothing in this condition requires the subrecipient to contact the NEP Contract Manager on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

**V. Pre-award Costs - (2 CFR 200.209 and 200.458; 2 CFR 1500.8)**

Pre-award costs have been approved in accordance with the subrecipient's application.

**Exhibit A  
Statement of Work  
Contract Term: 2025-2027**

**DOH Program Name or Title:** Office of Drinking Water Group A Program - Effective January 1, 2025

**Local Health Jurisdiction Name:** Clallam County Health & Human Services

**Contract Number:** CLH32045

**SOW Type:** Revision      **Revision # (for this SOW)** 3

<b>Funding Source</b>	<b>Federal Compliance (check if applicable)</b>	<b>Type of Payment</b>
<input checked="" type="checkbox"/> Federal Contractor	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input type="checkbox"/> Reimbursement
<input checked="" type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input checked="" type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

**Period of Performance:** January 1, 2025 through December 31, 2027

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

**Revision Purpose:** Decrease the number of surveys of Transient Community Systems to 1. Increase the number of Non Transient Non Community surveys of 499 systems and less to 6. Update rate of reimbursement for each sanitary survey of Transient Non Community (TNC) systems to \$1,000. Update rate of reimbursement to \$1,500 for each sanitary survey of a Non Transient Non Community (NTNC) system of 499 connections and less. Update rate of reimbursement for Special Purpose Investigations (SPI) to \$750 for each SPI on Transient Non Community Systems. Update rate of reimbursement for technical assistance to an hourly rate of \$250 for each hour spent, rather than the tiered system of hourly reimbursement. Change from quarterly billing to monthly.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
SANITARY SURVEY FEES	24112522	N/A	346.26.65	01/01/25	12/31/27	2,400	2,600	5,000
YR 27 SRF - LOCAL ASST (15%) SS	24119227	N/A	346.26.64	01/01/25	06/30/25	0	0	0
YR 27 SRF - LOCAL ASST (15%) TA	24119227	N/A	346.26.66	01/01/25	06/30/25	0	0	0
YR 28 SRF - LOCAL ASST (15%) SS	24119228	N/A	346.26.64	01/01/25	12/31/27	0	0	0
YR1 STIMULUS - LOCAL ASST (10% OF 15%) SS	24144240	N/A	346.26.64	01/01/25	12/31/27	2,400	2,600	5,000
YR 28 SRF - LOCAL ASST (15%) TA	24119228	N/A	346.26.66	01/01/25	12/31/27	0	0	0
YR1 STIMULUS - LOCAL ASST (10%OF15%) TA	24144240	N/A	346.26.66	01/01/25	12/31/27	1,000	0	1,000
						0	0	0
<b>TOTALS</b>						<b>5,800</b>	<b>5,200</b>	<b>11,000</b>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by the DOH Office of Drinking Water (ODW) Regional Office.  See Special Instructions for task activity.	Provide Final* Sanitary Survey Reports to ODW Regional Office. Complete Sanitary Survey Reports shall include: 1. Cover letter identifying significant deficiencies, significant findings, observations, recommendations, and referrals for further ODW follow-up.	Final Sanitary Survey Reports must be received by the ODW Regional Office within <b>30 calendar days</b> of conducting the sanitary survey.	Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid <del>\$400 for each sanitary survey of a non-community system with three or fewer connections.</del> <b>\$1,000 for each sanitary survey of a Transient Non-Community (TNC) system.</b>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems.</p>	<ol style="list-style-type: none"> <li>2. Completed Small Water System checklist.</li> <li>3. Updated Water Facilities Inventory (WFI).</li> <li>4. Photos of water system with text identifying features</li> <li>5. Any other supporting documents.</li> </ol> <p>*Final Reports reviewed and accepted by the ODW Regional Office.</p>		<p>Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid <del>\$800 for each sanitary survey of a non-community system with four or more connections and each community system.</del> <i>\$1,500 for each sanitary survey of a non-Transient Non-Community (NTNC) and Community systems with 499 and less connections.</i></p> <p>Payment is inclusive of all associated costs such as travel, lodging, per diem.</p> <p>Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.</p>
2	<p>Trained LHJ staff will conduct Special Purpose Investigations (SPI) of small community and non-community Group A water systems identified by the ODW Regional Office.</p> <p>See Special Instructions for task activity.</p>	<p>Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.</p>	<p>Completed SPI Reports must be received by the ODW Regional Office within <b>2 working days</b> of the service request.</p>	<p>Upon acceptance of the completed SPI Report, the LHJ shall be paid <del>\$800 for each SPI.</del> <i>\$750 for each SPI on Transient Non-Community (TNC) system.</i> Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed SPI Report within the 2-working day deadline. Late or incomplete reports may not be accepted for payment.</p>
3	<p>Trained LHJ staff will provide direct technical assistance (TA) to small community and non-community Group A water systems identified by the ODW Regional Office.</p> <p>See Special Instructions for task activity.</p>	<p>Provide completed TA Report and any supporting documents and photos to ODW Regional Office.</p>	<p>Completed TA Report must be received by the ODW Regional Office within <b>30 calendar days</b> of providing technical assistance.</p>	<p>Upon acceptance of the completed TA Report, the LHJ shall be paid <del>for each technical assistance activity as follows:</del></p> <ul style="list-style-type: none"> <li>• <del>Up to 3 hours of work: \$250</del></li> <li>• <del>3-6 hours of work: \$500</del></li> <li>• <del>More than 6 hours of work: \$750</del></li> </ul> <p><i>\$250 per hour for each technical assistance activity.</i></p> <p>Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem.</p>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
4	LHJ staff performing the activities under tasks 1, 2 and 3 attend periodic required survey training as directed by DOH.  See Special Instructions for task activity.	For training attended in person, prior to attending the training, submit an "Authorization for Travel (Non-Employee)" DOH Form 710-013 to the ODW Program Contact for approval (to ensure enough funds are available).	Annually	For training attended in person, LHJ shall be paid mileage, per diem, lodging, and registration costs as approved on the pre-authorization form in accordance with the current rates listed on the OFM Website <a href="http://www.ofm.wa.gov/resources/travel.asp">http://www.ofm.wa.gov/resources/travel.asp</a>

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

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

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

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

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

**Program Specific Requirements**

**Data Sharing**

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

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

**Special References**

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

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

**Special Billing Requirements**

The LHJ shall submit ~~quarterly~~ *monthly* invoices within 30 days following the end of the ~~quarter-month~~ in which work was completed, noting on the invoice the ~~quarter month~~ and year being billed for. Payment cannot exceed a maximum accumulative fee of ~~\$4,800~~ *\$10,000* for **Task 1**, and **1,000** for **Task 2, Task 3 and Task 4** combined during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above. When invoicing for sanitary surveys, bill half to BARS Revenue Code 346.26.64 and half to BARS Revenue Code 346.26.65.

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

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

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

## Special Instructions

### Task 1

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

- No more than 2 surveys of non-community systems with three or fewer connections to be completed between January 1, 2025 and December 31, 2025.
- No more than 5 surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2025 and December 31, 2025.
- *No more than 1 survey of Transient Non-Community (TNC) systems to be completed between January 1, 2026, and December 31, 2026.*
- *No more than 6 surveys of Non-Transient Non-Community (NTNC) and Community systems with 499 and less connections to be completed between January 1, 2026, and December 31, 2026.*

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

### Task 2

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

### Task 3

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

### Task 4

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

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

**Exhibit A  
Statement of Work  
Contract Term: 2025-2027**

**DOH Program Name or Title:** WIC Nutrition Program - Effective January 1, 2025

**Local Health Jurisdiction Name:** Clallam County Health & Human Services

**Contract Number:** CLH32045

**SOW Type:** Revision      **Revision # (for this SOW)** 4

<b>Funding Source</b>	<b>Federal Compliance (check if applicable)</b>	<b>Type of Payment</b>
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

**Period of Performance:** January 1, 2025 through December 31, 2027

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

**Revision Purpose:** To add funds to FFY26 WIC CLIENT SVS CONTRACTS USDA.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY25 USDA WIC CLIENT SVS CONTRACTS	76101251	10.557	333.10.55	01/01/25	09/30/25	254,363	0	254,363
FFY26 WIC CLIENT SVS CONTRACTS USDA	76101261	10.557	333.10.55	10/01/25	09/30/26	27,282	36,165	63,447
						0	0	0
						0	0	0
						0	0	0
						0	0	0
<b>TOTALS</b>						<b>281,645</b>	<b>36,165</b>	<b>317,810</b>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	<b>WIC Nutrition Program</b>			See "Billing Requirements" below.
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at state WIC office. The Department of Health (Department) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when: <ol style="list-style-type: none"> <li>1. Unanticipated funding situations occur.</li> <li>2. Reallocations are necessary to redistribute caseload statewide.</li> <li>3. Caseload declines.</li> </ol>	Outcomes based on monthly participation data from state WIC caseload management reports.	Authorized participating caseload for October 2024 through September 2025 =870	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.2	Submit the annual Nutrition Services Plan for each year of the contract.	Nutrition Services Plan	First year due 9/30/25 Second year due 9/30/26 Third year due 9/30/27	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the contract.	Nutrition Services Expenditure Report	11/30/25 11/30/26 11/30/27	Payment withheld if not received by due date.
1.4	Tell participants about other health services in the agency. If needed, develop written agreements with other health care agencies and refer participants to these services.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.5	Provide nutrition education services to participants and caregivers in accordance with federal and state requirements.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.6	Issue WIC benefits while assuring adequate WIC card security and reconciliation.	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
1.8a	Submit entire WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract	Budget Workbook	First year due 9/30/25 Second year due 9/30/26 Third year due 9/30/27	
1.8b	Submit Rev-Exp Report spreadsheet from the WIC Budget Workbook monthly with A-19	Revenue and Expense Report and A-19	First year due monthly through September 30, 2025 Second year due monthly through September 30, 2026 Third year due monthly through September 30, 2027	
<b>2</b>	<b>Breastfeeding Promotion</b>			<b>See "Billing Requirements" below.</b>
2.1	Provide breastfeeding promotion activities in accordance with federal and state requirements.	Status report of chosen activities in Nutrition Services Plan.  Documentation must be available for review by WIC monitor staff.	First year due 11/30/25 Second year due 11/30/26 Third year due 11/30/27  Biennial WIC Monitor	
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects:	Status report of chosen activities in Nutrition Services Plan.	First year due 8/30/25 Second year due 8/30/26 Third year due 8/30/27	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> <li>▪ Provide staff, health care providers and community partners virtual breastfeeding training resources.</li> <li>▪ Work with employers who likely employ low-income people to create worksite environments that support breastfeeding.</li> <li>▪ Work with birthing hospitals to improve maternity care practices that affect WIC participant breastfeeding rates.</li> <li>▪ Provide participants access to lactation consultants.</li> </ul> Other projects will need pre-approval from the State WIC Office	Documentation must be available for review by WIC monitor staff.	Biennial WIC Monitor	
3	<b>Farmers Market Nutrition Program (FMNP)</b>			<b>See “Billing Requirements” below.</b>
3.1	Issue FMNP benefits to eligible WIC participants by September 30 of the current year. Participants have until October 31 of the current year to use FMNP benefits at authorized farmers markets and farm stores	Document in a Family Alert that FMNP benefits were issued. Set the end date to October 31 of the current year for the alert to dismiss at the end of the season.	Biennial WIC Monitor	

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

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

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

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

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

**Program Specific Requirements**

**Program Manual, Handbook, Policy References:**

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

- WIC Federal Regulations, USDA, and FNS 7CFR Part 246.
- Washington State WIC Nutrition Program Policy and Procedure Manual
- Office of Management and Budget, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200
- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248
- Other directives issued during the term of the contract

**Staffing Requirements:**

The local agency shall:

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

**Restrictions on Funds (i.e., disallowed expenses or activities, indirect costs, etc.):**

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

**Special References (i.e., RCWs, WACs, etc.):**

What is the WIC program?

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

**Monitoring Visits (i.e., frequency, type, etc.):**

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

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

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

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

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

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

The local agency agrees to:

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

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

## 2. Civil Rights Assurance

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

## 3. 2CFR 200

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

### Billing Requirements:

#### 1. Definitions

**Contract Period:** January 1, 2025 – December 31, 2027

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

- There are four federal budget periods

January 1, 2025, through September 30, 2025

October 1, 2025, through September 30, 2026

October 1, 2026, through September 30, 2027

October 1, 2027, through December 31, 2027

2. Billing Information:
  - a. Billings are submitted on an A19-1A invoice. These invoices are provided by the Department in the WIC Budget Workbook and include accounting codes for different budget categories.
  - b. A19s are submitted monthly and must be received by the Department within 30 days following the close of each calendar month. Additional A19s may be submitted at any time but must be received within 45 days of the close of the federal budget period.
  - c. Funds are allocated by budget categories and by federal budget periods (refer to the budget spreadsheet).
  - d. Funds are encumbered or spent only during the budget period; no carry forward from previous time periods or borrowing from future time periods is allowed.
  - e. Payments are limited to the amounts allocated for the budget period for each budget category.
  - f. Billings are based on actual costs for completed activities. Advance payments are not allowed. Back-up documentation must be retained by the local agency and available for inspection by the Department or other appropriate authorities.
  - g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - h. If billing for indirect costs, a Cost Allocation Plan or Federal Indirect Cost Agreement must be submitted prior to payment.

**Special Instructions:**

The local agency shall:

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

<b>SPECIAL REQUIREMENTS</b>			
<b>Contract Budget Period</b>	<b>Time Period special requirement funds are available</b>	<b>Amount</b>	<b>Special Requirement Description</b>
January 1, 2025 – September 30, 2025	January 2025 – September 2025	4,000	For general training funds. This funding is for all WIC staff to participate in WIC-related training. Added in the USDA WIC Client Services Contracts category to cover training registrations, travel expenses, staff time to participate in training (salary/benefits for part time or contractor), and other approved training expenses.

**Other:**

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



lm  
FEB 02 2026

## AGENDA ITEM SUMMARY

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

**Department: Health and Human Services**

**WORK SESSION**  **Meeting Date: 02/02/2026**

**REGULAR AGENDA**  **Meeting Date:**

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

**Item summary:**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |   |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item      |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other |

Documents exempt from public disclosure attached:

**Executive summary:** Update on the Sequim Bay–Dungeness Clean Water District’s Pollution Identification and Correction (PIC) Program, presented by Clallam County Environmental Health and the Clallam Conservation District.

This update will highlight ongoing progress in controlling nonpoint source pollution - primarily fecal coliform bacteria to protect shellfish growing areas and marine water quality in compliance with state regulations.

The presentation will describe the adaptive multi-phase strategy, including targeted stream monitoring, hotspot identification, parcel assessments, and remediation of sources such as failing onsite septic systems, agricultural runoff, and animal waste. These efforts are supported by technical assistance, enforcement, and best management practices to advance TMDL compliance and meet primary contact recreation and aquatic life standards.

It will also cover the latest monitoring results, current priority focus areas, and collaborative remediation actions driving continued improvements.

**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:** (Does the Board need to act? If so, what is the department's recommendation?) N/A

**County Official signature & print name:**  Kevin LoPiccolo

**Name of Employee/Stakeholder attending meeting:** Jonathan Strivens (CCEH), Jennifer Bond (CCD)

**Relevant Departments:** Health and Human Services

**Date submitted:** 01/27/2026

\* 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)

# PIC Program Update

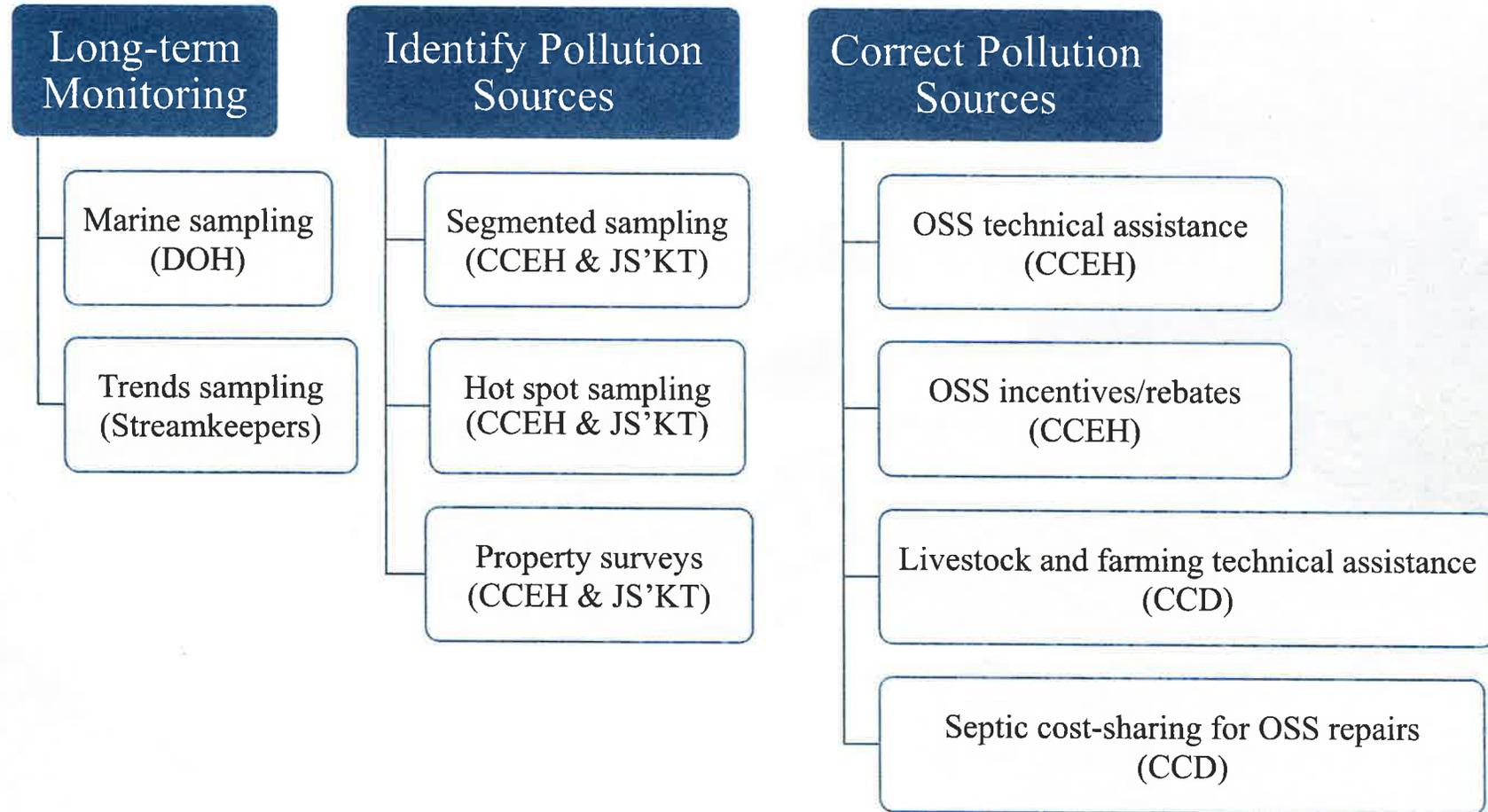
(Pollution, Identification, and Correction)



# What is the PIC Program?

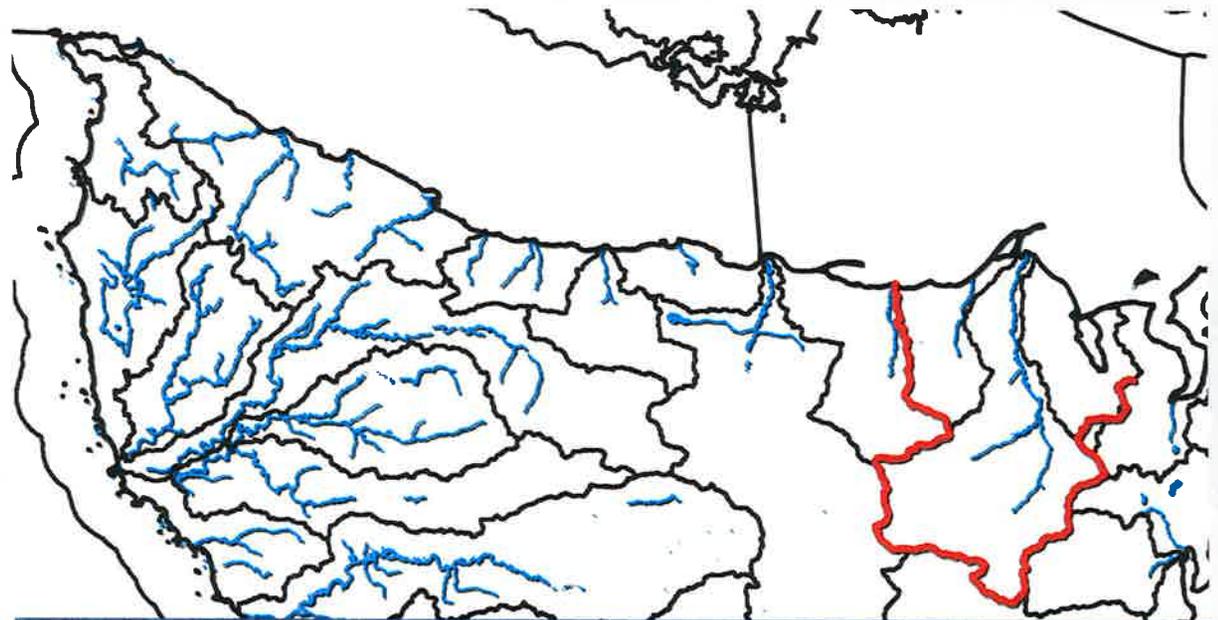
- The Pollution Identification and Correction (PIC) Program is a comprehensive initiative in Clallam County's Sequim Bay–Dungeness Clean Water District (CWD), targeting nonpoint source pollution—primarily fecal bacteria—to protect shellfish growing areas and marine water quality under RCW 90.72 and 70.118A.
- PIC employs a multi-phase adaptive management strategy, including baseline stream monitoring for parameters such as fecal coliform and nutrients, segmented sampling to identify pollution hotspots, and parcel assessments to pinpoint sources like failing onsite septic systems, agricultural runoff, and animal waste.
- PIC Program partners leverage technical and financial assistance, enforcement protocols, and best management practices to remediate sources and achieve TMDL compliance and to meet Primary Contact Recreation and Aquatic Life criteria.

# How is PIC Structured?



# Where is the PIC Program Focused?

- The Sequim-Dungeness Clean Water District (CWD) covers the eastern half of the Morse Creek-Frontal Port Angeles Harbor watershed, the Dungeness River watershed, and the Jimmycomelately Creek-Frontal Sequim Bay watershed.
- Total CWD area is approximately 230,000 acres.



Clallam County's larger watershed areas, major streams, and the Sequim-Dungeness Clean Water District.

# Sequim-Dungeness CWD Timeline

1990

Local and state entities measured high counts of fecal coliform at the mouth of the Dungeness River.

1991

First report of fecal coliform concentrations in Matriotti Creek, a tributary to Dungeness River, exceeding water quality standards.

1992

200 acres of Sequim Bay closed to shellfish harvest and 2830 acres downgraded to conditionally approved.

1993

Concerns about bacterial contamination in Dungeness Bay were first, based on the presence of livestock in or near the water and the discharge of irrigation return flows from ditches into the bay.

1995

One monitoring station at the mouth of Dungeness River, station 113, exceeded the federal limit for fecal coliform.

1996

Matriotti, Cassalery, Bell, and Johnson Creeks were placed on Washington's 303(d) list of impaired waters.

1997

Washington State Department of Health reported increasing levels of FC bacteria at Dungeness Bay station 113 near the mouth of the Dungeness River. Dungeness Bay Shellfish Closure Prevention Response Strategy was developed.

1998

2,800 Sequim Bay acres were reclassified from Conditionally Approved after WWTP upgrades. The area near the mouth of the Dungeness River was closed to harvest, and DOH convened a Response Team led by Clallam County.

## Sequim-Dungeness CWD Timeline (cont.)

1999

Dungeness River and Matriotti Bacteria TMDL Study began. Elevated nitrates and bacteria were detected in several drinking wells. Clallam County's OSS Maintenance Program Plan created and Septics 101 courses for property owners began.

2000

300 acres closed at the mouth of the Dungeness River. County adopted salmonid protection and management guidelines. Clean Water Strategy finalized for Dungeness Bay bacteria. 750 Sequim Bay acres upgraded from Prohibited to Approved.

2001

Clallam County adopted Clean Water District ordinance. Dungeness Bay closure expanded 100 acres. Circulation study conducted in Dungeness Bay. Clallam County and Jamestown monitor Dungeness River and Matriotti Creek TMDL status.

2002

Dungeness-Matriotti TMDL Study completed, included tributaries: Meadowbrook, Cooper, Golden Sands, and Hurd. Clean Water Strategy updated to reflect TMDL findings. Bacteria Cleanup Plan for Lower Dungeness Watershed submitted.

2003

DOH classified 1,150 acres of inner Dungeness Bay as Conditionally Approved for shellfish harvest from February through October with closure during November through January. 50 acres added to the year-round closure.

2004

Dung. Bay Bacteria TMDL Study and TWG monitoring strategy completed, included irrigation. Dungeness-Matriotti Post-TMDL Review and Cleanup plan for Dungeness Bay published. EPA funded OSS education and irrigation piping projects.

2005

WAC 246.272A requires OSS Management Plans.

2006

RCW 70.118A mandates Marine Recover Areas where septic systems contribute to marine water quality issues.

## Sequim-Dungeness CWD Timeline (cont.)

2007

Clallam County uses boundaries of the Clean Water District to designate a Marine Recovery Area. Clallam County Board of Health approved the County's OSS Management Plan and the County began implementing it in phases.

2008

DOH classified 725 acres creating Jamestown growing area, Approved except mouths of Golden Sands and Cassalery. Lotzgesell, Bear, Mudd, and Cooper Creeks were 303(d) listed for bacteria. TMDL Effectiveness Monitoring Study began.

2009

TMDL effectiveness study showed 9 of 13 Dungeness Bay tributaries not meeting water quality criteria. MST (ribotyping) and (PCR) study completed. 500 acres in Dungeness Bay were upgraded from Prohibited to Conditionally Approved.

2011

Agnew Ditch was placed on Washington's 303(d) list of impaired waters.

2012

Clallam County secured EPA National Estuary Program funding to develop a Pollution Identification & Correction (PIC) plan for the CWD.

2014

Clallam County, in partnership with the Conservation District, Jamestown Tribe and public, finalized a PIC plan.

2015

PIC Phase I (2015–2017) Focus Area sampling in Golden Sands, Meadowbrook Creek, and Meadowbrook Slough. 688 acres in Dungeness Bay upgraded from Conditionally Approved to Approved. 40 Prohibited acres Conditionally Approved.

2016

272 acres of shellfish growing area just offshore from the Dungeness River mouth were upgraded from Conditionally Approved to Approved.

## Sequim-Dungeness CWD Timeline (cont.)

2017

PIC Phase II (2017-2019) focused on Matriotti and Lotzgesell Creeks.

2018

Between 2008 and 2018, 94 acres of growing area in Sequim Bay were upgraded from Prohibited to Approved.

2020

PIC Phase III (2020 -2022) targeted Upper Matriotti Creek and Lower Bell Creek. 23 acres of shellfish growing area at the mouths of Golden Sands Slough and Cassalery Creek upgraded from Prohibited to Approved.

2023

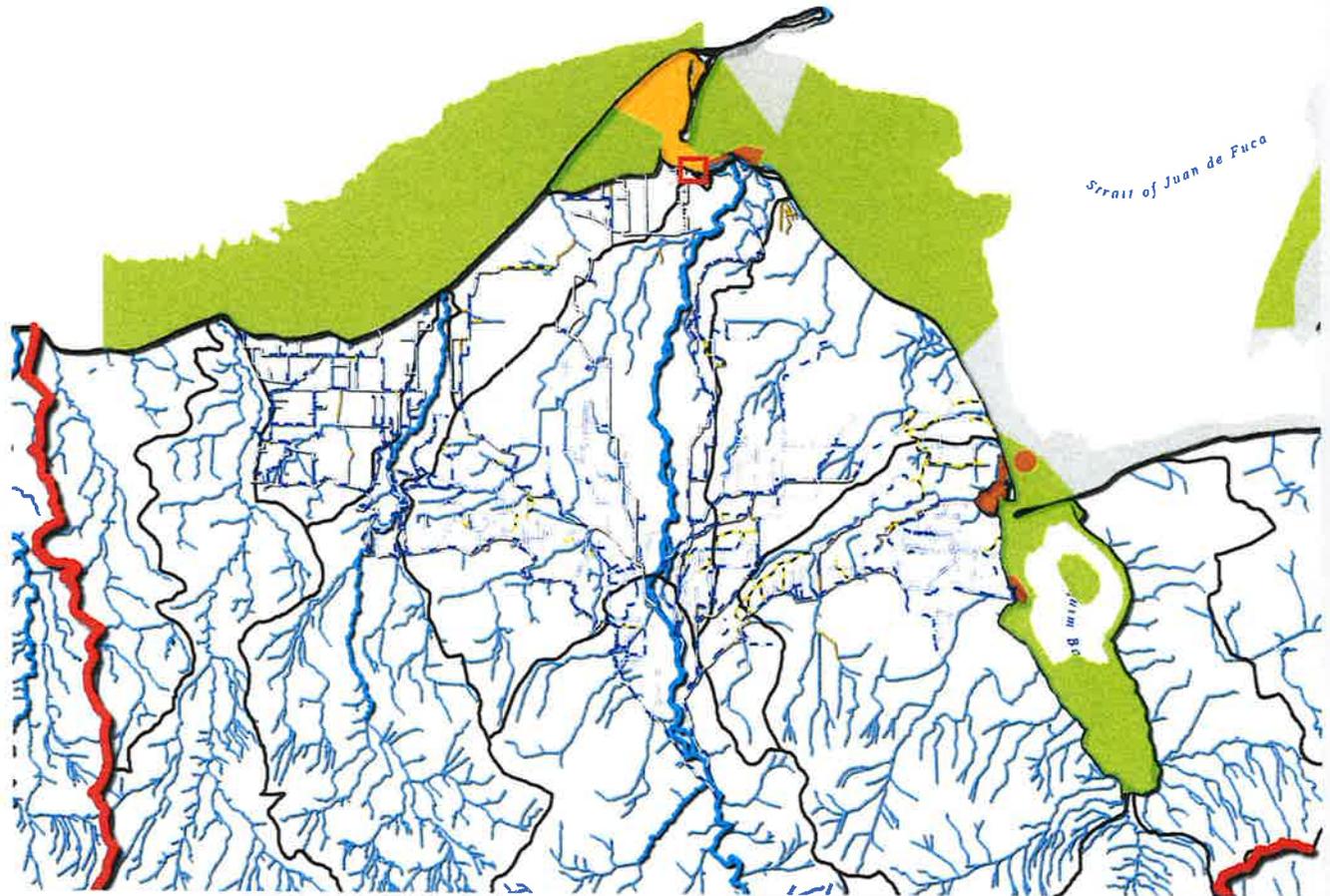
PIC Phase IV (2023-2025) is focused on upper Matriotti Creek and the Highland Irrigation network draining to Bell Creek.

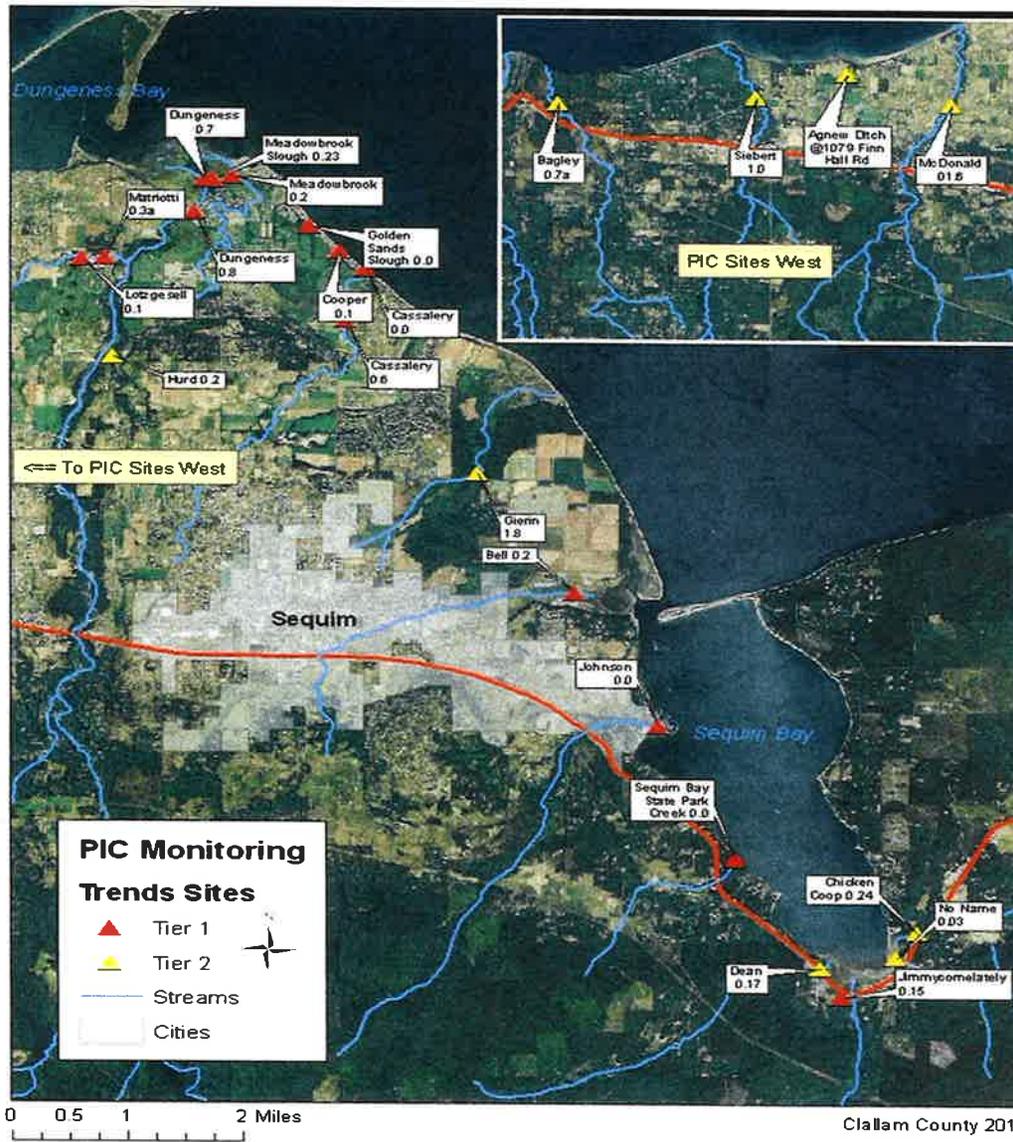
2026

PIC Phase V (2026-2028) will focus on the Cassalery Creek watershed, and Dungeness Irrigation network feeding the head of Meadowbrook Creek.

# Sequim-Dungeness Shellfish Growing Areas

- 18,000 acres of shellfish growing area are protected by the CWD (~75% of the County's Growing Area acres).
- Currently, in Dungeness Bay, 1,374 acres are Conditionally Approved and 80 acres are Prohibited.
- In Sequim Bay, the Lagoon at the mouth of Bell Creek is Prohibited due to non-point source pollution.





# Bacteria Trends

**Table 17. Annual fecal coliform geometric means and 90<sup>th</sup> percentiles by stream mouth and water year.**

Growing Area	Site/mile	Geometric Means and 90 <sup>th</sup> Percentiles by Water Year <sup>b,c</sup>											Criteria	Priority Tier		Focus Area
		2000 <sup>a</sup>	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025		2015-2023	2024-2025	
East Straits	Bagley 0.7	--	33(390)	6(22)	20(28)	11(61)	21(101)	27(107)	54(93)	12(109)	31(226)	32(319)	50(100) <sup>d</sup>	2	2	--
	Siebert 1.0	--	8(81)	2(6)	5(20)	8(60)	12(29)	28(175)	14(45)	17(85)	13(61)	13(171)	50(100) <sup>d</sup>	2	2	--
	Agnew ditch 0.3	--	120(621)	56(93)	27(87)	36(293)	100(299)	38(174)	66(285)	45(202)	53(141)	32(152)	50(100) <sup>d</sup>	2	1	--
	McDonald 1.6	--	22(373)	3(8)	7(22)	6(47)	33(122)	56(563)	43(146)	60(485)	82(317)	57(371)	50(100) <sup>d</sup>	2	1	--
Dungeness Bay	Lotzgesell 0.1	--	39(149)	25(61)	25(198)	43(403)	49(368)	94(514)	51(343)	31(350)	112(556)	43(178)	50(100) <sup>d,e</sup>	1	1	Phase II
	Matriotti 0.3	279(783)	116(402)	81(312)	96(479)	138(1046)	198(730)	296(1303)	95(660)	110(966)	202(759)	123(851)	60(170) <sup>f</sup>	1	1	Phase II-IV
	Meadowbrook 0.1/0.2	33(243)	12(59)	6(21)	6(17)	17(102)	55(206)	75(219)	86(357)	68(238)	62(520)	48(310)	50(100) <sup>g,h</sup>	1	1	Phase I
	Meadowbr. Sl. 0.23	20(118-100)	30(322)	23(190)	86(460)	182(1375)	160(737)	--	--	--	--	--	50(100) <sup>f</sup>	1	1	Phase I
	Hurd 0.2	12(100)	9(77)	4(13)	4(9)	3(13)	10(43)	8(46)	5(25)	9(73)	12(127)	9(51)	60(170) <sup>f,h</sup>	2	2	--
	Dungeness River 0.7	17(81)	5(24)	3(4)	5(14)	7(34)	16(45)	13(59)	12(37)	20(96)	34(91)	10(46)	13(43) <sup>f,e</sup>	1	1	--
Jamestown	Golden Sands Sl. 0.0	109(565)	75(513)	25(100)	18(128)	41(206)	44(367)	28(206)	36(347)	18(102)	35(143)	34(214)	50(100) <sup>f,h</sup>	1	1	Phase I
	Cooper 0.1	49(140)	14(112)	11(41)	11(45)	21(89)	32(178)	31(220)	29(120)	75(83)	40(153)	35(42)	50(100) <sup>f,h</sup>	1	2	--
	Cassalery 0.0/0.6	--	71(304)	11(71)	15(107)	41(144)	57(246)	35(169)	52(593)	108(684)	117(258)	43(129)	50(100) <sup>d</sup>	1	1	--
Sequim Bay	Gierin 1.8	--	46(122)	10(53)	15(154)	14(100)	17(42)	n < 3	83(210)	27(96)	71(236)	79(277)	50(100) <sup>d</sup>	2	1	--
	Bell 0.2	--	84(518)	12(57)	35(172)	67(686)	103(258)	150(1023)	140(1250)	150(957)	105(663)	73(454)	50(100) <sup>d,e</sup>	1	1	Phase III-IV
	Johnson 0.0	--	24(114)	5(19)	16(104)	13(118)	11(73)	35(356)	20(84)	36(337)	31(91)	17(68)	50(100) <sup>d,e</sup>	1	2	--
	Sequim Bay SP 0.0/0.1	--	5(15)	20(192)	16(162)	12(56)	10(54)	6(36)	13(75)	4(27)	44(955)	8(40)	50(100) <sup>d,e</sup>	1	2	--
	Dean 0.17	--	24(411)	4(16)	n < 3	--	n < 3	n < 3	53(140)	6(18)	27(39)	8(11)	50(100) <sup>d,e</sup>	2	2	--
	Jimmycomelately 0.15	--	6(29)	6(29)	8(36)	18(176)	8(25)	20(168)	15(94)	12(68)	41(255)	7(15)	50(100) <sup>d,e</sup>	1	2	--
	No Name 0.03	--	4(17)	7(41)	10(108)	10(75)	20(190)	15(150)	22(270)	8(49)	36(69)	8(12)	50(100) <sup>d,e</sup>	2	2	--
Chicken Coop 0.1/0.24	--	6(16)	11(57)	11(80)	8(81)	12(95)	77(410)	47(83)	13(196)	n < 3	27(978)	50(100) <sup>d,e</sup>	2	2	--	

<sup>a</sup> November 1999 through October 2000 geometric means and 90<sup>th</sup> percentiles taken from the Dungeness River and Matriotti Creek Fecal Coliform Bacteria Total Maximum Daily Load Study (Sargeant 2002)—the baseline prior to cleanup implementation.

<sup>b</sup> Fecal coliform concentrations (cfu/100mL) are given as geometric means, followed by 90<sup>th</sup> percentiles in parenthesis. Boxes are coded green when both values meet the referenced criteria, orange when one criterion is not met, or red when neither criterion are met.

<sup>c</sup> CWD Water years begin September 15<sup>th</sup> to statistically separate irrigation season from wet season.

<sup>d</sup> Clallam County Department of Community Development. 2004. State of the waters of Clallam County, 2004. Clallam County. Available at: <https://www.clallamcountywa.gov/1028/State-of-the-Waters-of-Clallam-County>

<sup>e</sup> Washington Administrative Code, Title 173 - Ecology, Department of (1995 - 2003). Office of the Code Reviser, Washington State Legislature, Olympia, WA. Available at: <https://leg.wa.gov/state-laws-and-rules/state-rules-wac/past-versions-of-state-rules/>

<sup>f</sup> Sargeant D. 2002. Dungeness River and Matriotti Creek fecal coliform bacteria total maximum daily load study. Olympia (WA): Washington State Department of Ecology (US). Available at <https://fortress.wa.gov/Ecology/publications/summarypages/0203014.html>

<sup>g</sup> Sargeant D. 2004. Dungeness Bay fecal coliform bacteria total maximum daily load study. Olympia (WA): Washington State Department of Ecology (US). Available at <https://fortress.wa.gov/Ecology/publications/summarypages/0403012.html>

<sup>h</sup> Site has a TMDL calculated rollback or mass balance target which is lower than the criteria used for PIC water quality assessments. Meadowbrook 14(100); Hurd 12(100); Golden Sands Slough 19(100); Cooper 35(100) cfu/100mL (Streeter and Hempleman 2004).

# PIC Focus Areas

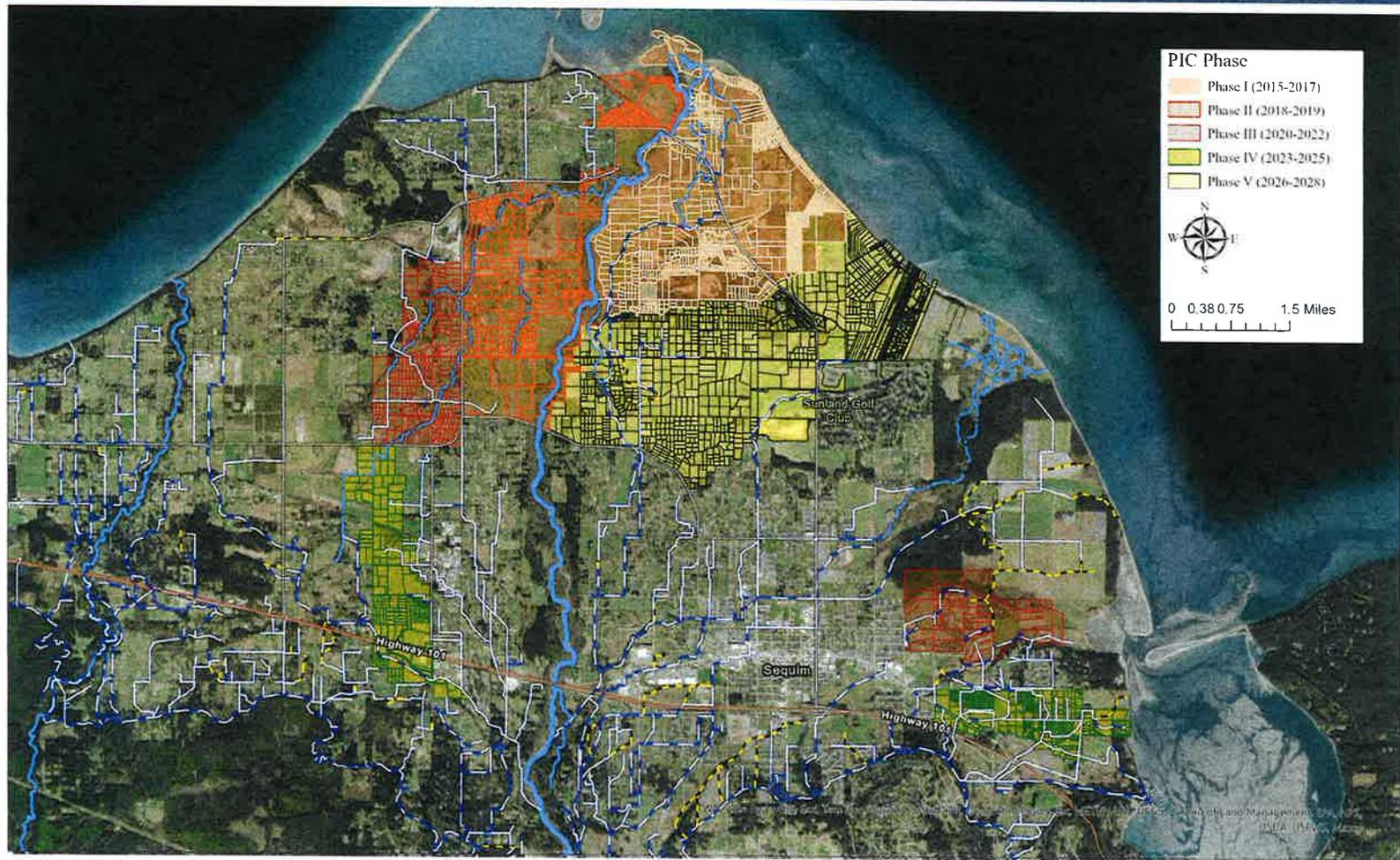
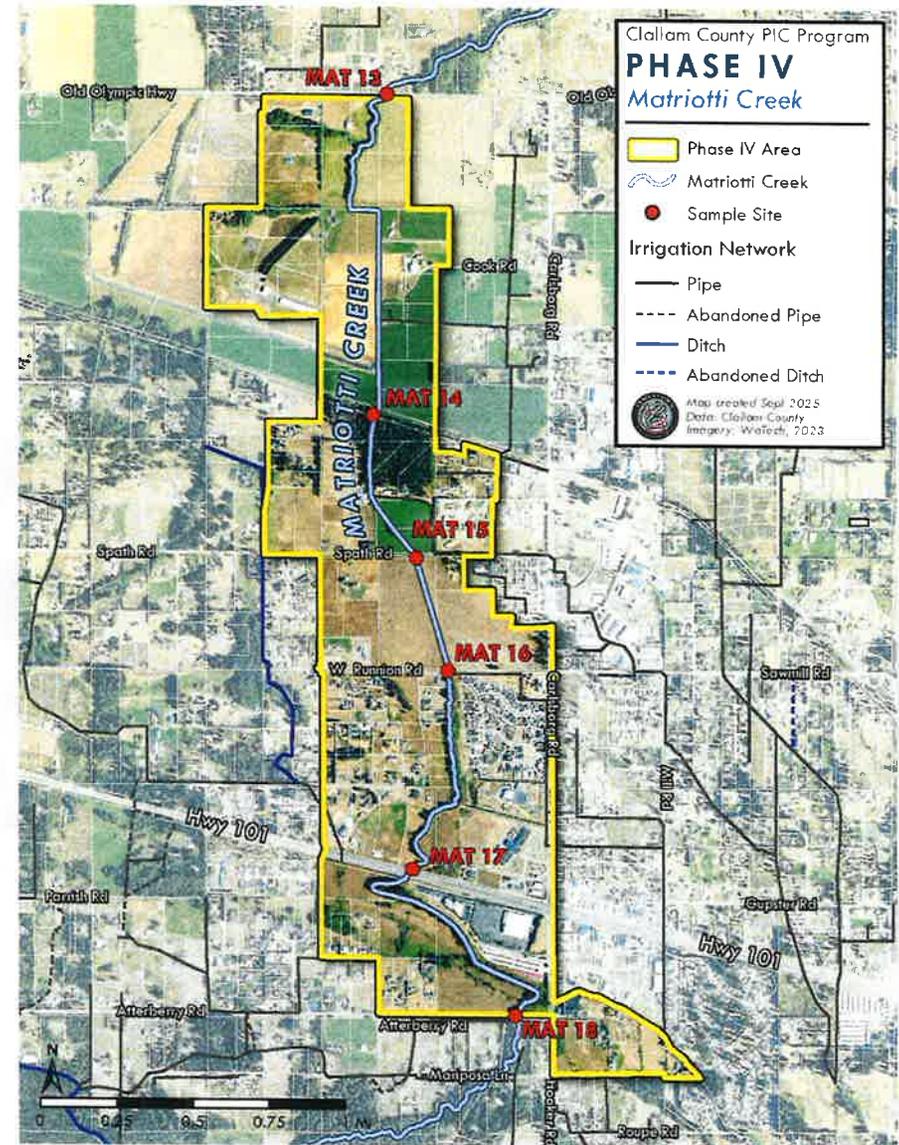


Figure 9. Sequim Bay-Dungeness CWD Focus Areas (2015-2028).

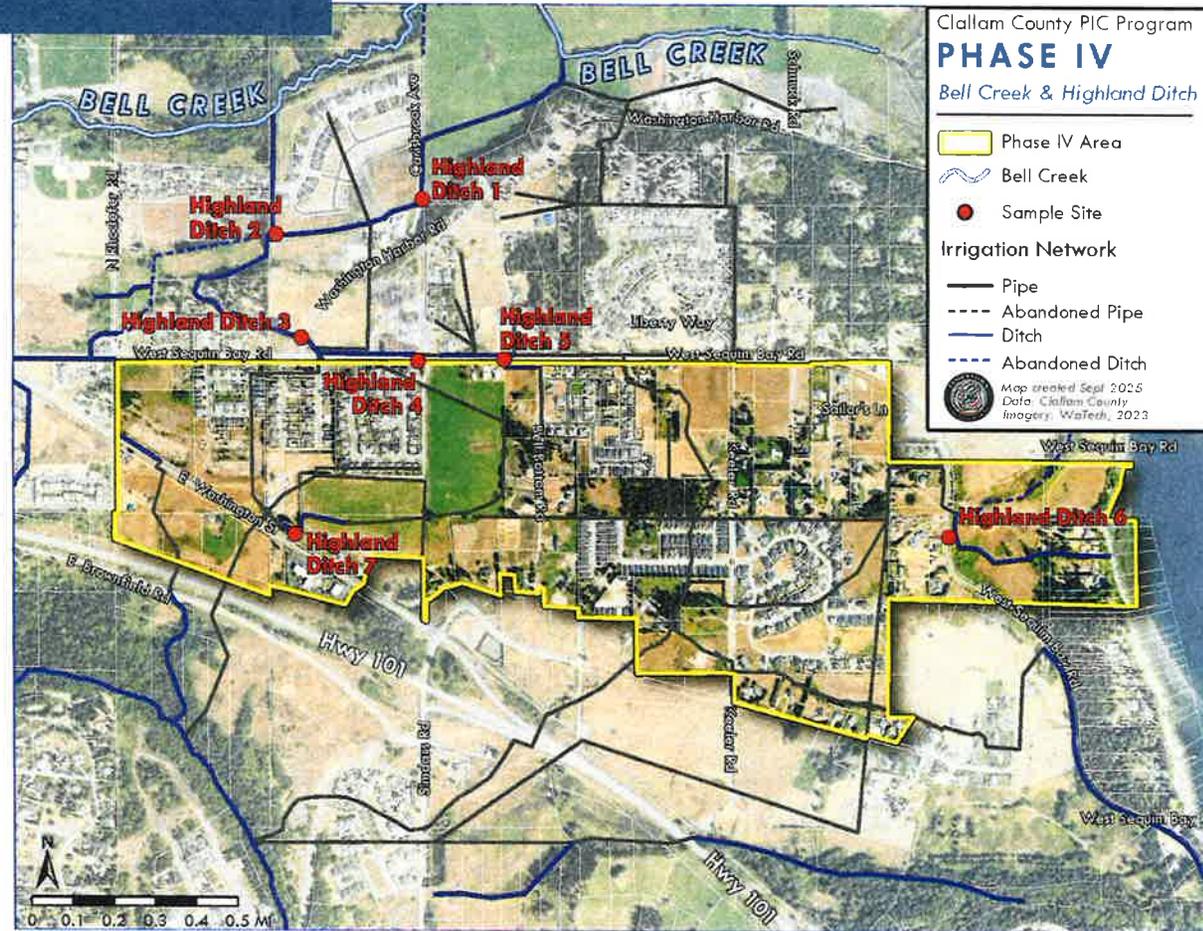
# Upper Matriotti Focus Area

- Hot spots: MAT18 (pollution from upstream)
- Area between MAT17 and MAT14 goes subsurface during irrigation season
- OSS failures: 3 upstream of MAT18; 2 corrected, 1 in-progress. 1 between MAT14 and MAT15 in-progress.
- OSS inspections: 56 non-compliant in Focus Area, 51 non-compliant in 1 square mile area above MAT 18, 21 parcels outstanding and in varying stages of County enforcement process
- Agriculture corrections: sheep access to creek



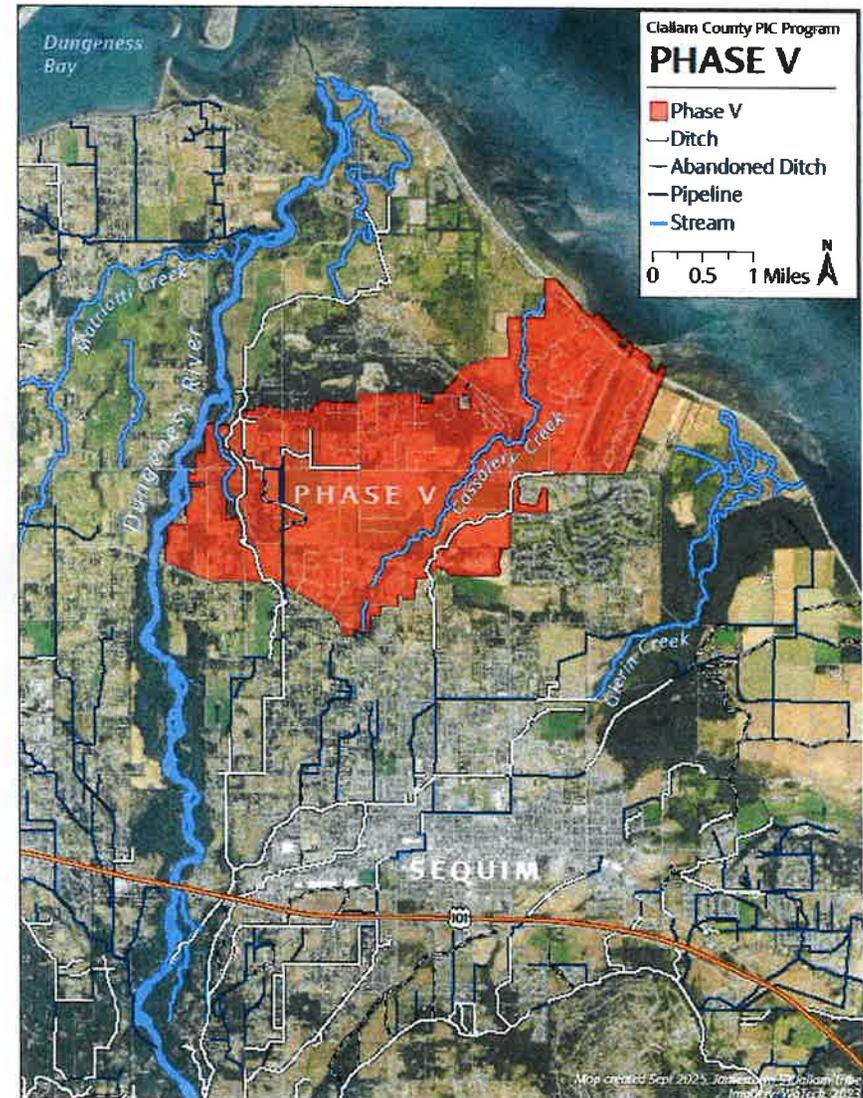
# Highland Irr. Ditch Focus Area

- Hot spots: 1) between HD4 and HD3, 2) between HD2 and HD1
- OSS inspections: 39 non-compliant in Focus Area, 5 outstanding and in varying stages of County enforcement process
- Agriculture corrections: irrigation pipe used to drain cow pasture; domestic poultry accessing ditch



# Phase V Focus Area

- Addresses waters draining to closure area near mouth of Dungeness River
- Sits directly south of Phase I Focus Area, allowing for convenient follow up work
- Sampling will begin in February of 2026.
- Segmented Sampling locations:
  - 2 on Dungeness
  - 6 on Dungeness Irrigation ditch
  - 5 on Cassalery Creek



# Questions?

Clallam County Environmental Health  
EnviroHealth@clallamcountywa.gov  
[www.clallamcountywa.gov/pic](http://www.clallamcountywa.gov/pic)

JA

FEB 02 2026



# AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION  Meeting Date: February 2, 2026

REGULAR AGENDA  Meeting Date:

Required originals approved and attached?  N/A  
Will be provided on:

**Item summary:**

- Call for Hearing
- Resolution
- Draft Ordinance
- Contract/Agreement/MOU
- Proclamation
- Final Ordinance
- Budget Item
- Other County CBPS Project Update

Documents exempt from public disclosure attached:

**Executive summary:**

Clallam County is seeking to satisfy the WA Clean Building Performance Standards. The County's Consultant, Millig, has provided new updates regarding pricing and energy efficiency of the LED and Water Heat Pump Replacement Projects regarding the County Headquarters. These updates require discussion with the BOCC so that Staff may have direction on how to best proceed with seeking grant funding and project scheduling.

**Budgetary impact:**  No Budget Impact at this time

**Recommended action:** BOCC Direction to Staff

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

**Name of Employee/Stakeholder attending meeting:** Diane Harvey, Special Projects Manager, Don Crawford, Director of Parks, Fair and Facilities

**Relevant Departments:** BOCC

**Date submitted:** 1/28/26

\* 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: Clean Building Performance Standards  
Revised: 3-04-2019



ab

FEB 02 2026

# AGENDA ITEM SUMMARY

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

Department: **BOCC – Law Library**

**WORK SESSION**  Meeting Date: **2-2-26**

**REGULAR AGENDA**  Meeting Date:

**Item summary:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |  |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item                           |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other – Law Library update |

**Executive summary:**

The board of law library trustees shall, each year, make a report to the county legislative authority of their county giving the condition of their trust, with a full statement of all property received and how used, the number of books and other publications on hand, the number added by purchase, gift or otherwise during the preceding year, the number lost or missing, and such other information as may be of public interest-, together with a financial report showing all receipts and disbursements of money.

During 2024, the Board decided to re-assess whether they were optimizing the availability of the library on behalf of the citizens of Clallam County and consistent with the laws of the State of Washington. In a previous assessment, they determined the library collection historically had consisted primarily of a collection of hard-backed books. The collection had grown substantially, requiring significant physical space and causing structural problems to the building due to weight. It was also noted that many of the materials in the collection were out of date and that replacing older versions of these publications with newer editions would be cost prohibitive.

The Board actively been working with North Olympic Library System (NOLS) to transition the law library to the NOLS Port Angeles and Forks Branch locations. Staff reached out to both King and Pierce County Law Libraries to discuss their partnerships with the local library branches. In addition, staff researched legal services including LexisNexis, Westlaw and free legal services to offer to the public. The Board decided to move forward with Lexis+ subscription that includes Washington Enhanced plus full Federal package and the Annotated Revised Code of Washington.

Administrator Mielke will provide an update on the Law Library Annual Report for 2025 and the law library transition to NOLS Port Angeles and Forks library branches.

**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:** (Does the Board need to act? If so, what is the department's recommendation?)  
Administrator Mielke will provide an update on the Law Library Annual Report for 2025 and the law library transition to NOLS Port Angeles and Forks library branches.

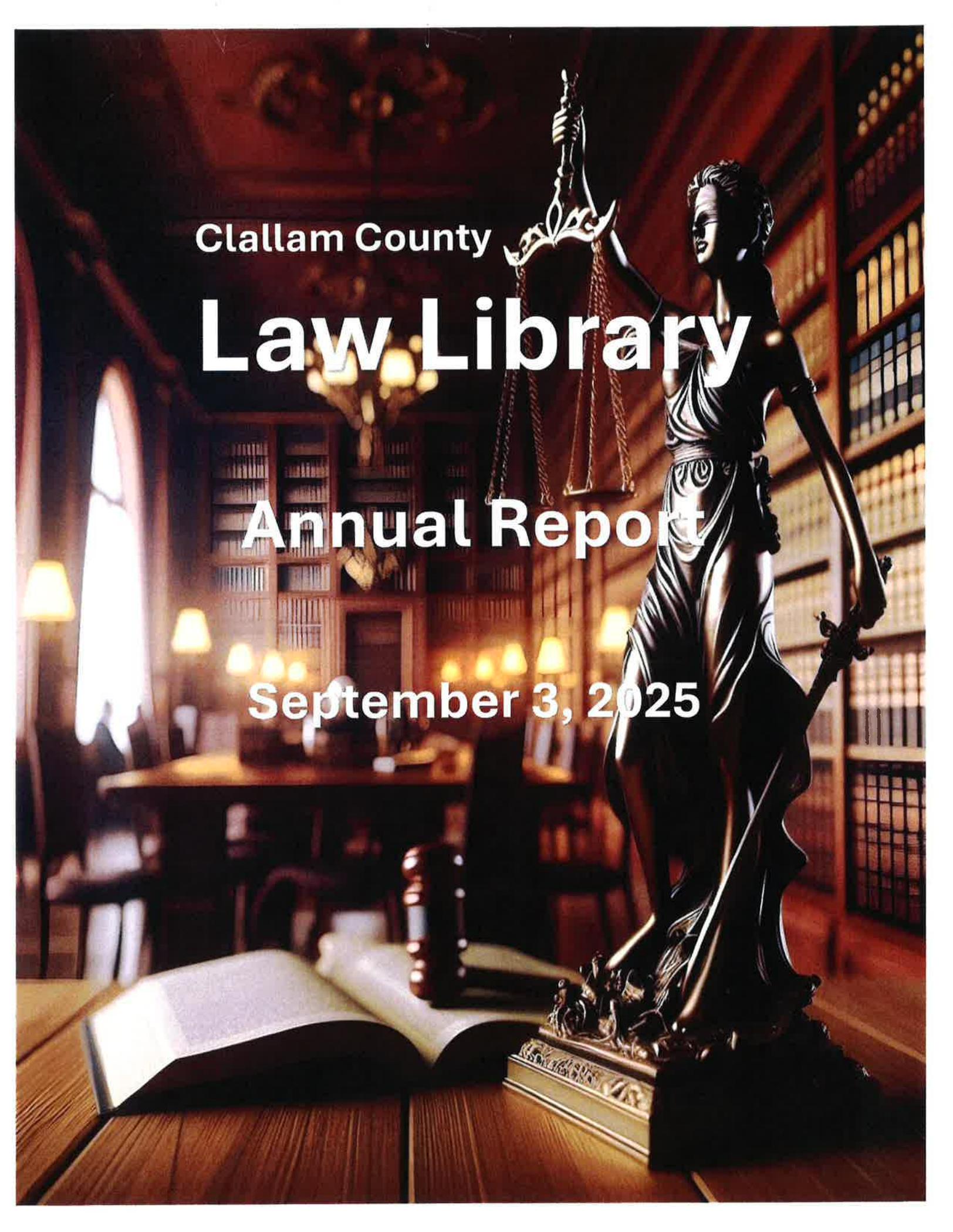
**County Official signature & print name:** Loni Gores, Clerk 

**Name of Department/Employee/Stakeholder attending meeting:** Board of Commissioners

**Date submitted:** 1-15-26

\* 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)

Law Library Update 2-2-26  
Revised: 3-04-2019



Clallam County

# Law Library

## Annual Report

September 3, 2025

This annual report is for the period of September 2024 through August of 2025.

Pertaining to the annual report of the Clallam County Law Library Board, RCW 27.24.040 states:

***County Law Libraries: Annual Report***

***The board of law library trustees shall, on or before the first Monday in September of each year, make a report to the county legislative authority of their county giving the condition of their trust, with a full statement of all property received and how used, the number of books and other publications on hand, the number added by purchase, gift or otherwise during the preceding year, the number lost or missing, and such other information as may be of public interest, together with a financial report showing all receipts and disbursements of money.***

The Clallam County Law Library Board of Directors (Board) is made up of five members consisting of:

- Brent Basden (Chair), Superior Court Judge
- Mike French, County Commissioner
- Katie Krueger, Attorney
- Jesse Medlong, Attorney
- Shauna Rogers, Clallam-Jefferson County Pro Bono Lawyers

Staff support to the Board is provided by Loni Gores, Clerk of the Board for the Clallam Board of County Commissioners. County Administrator Todd Mielke provides additional support when needed.

Activity Report

During 2024, the Board decided to re-assess whether they were optimizing the availability of the library on behalf of the citizens of Clallam County and consistent with the laws of the State of Washington. In a previous assessment, they determined the library collection historically had consisted primarily of a collection of hard-backed books. The collection had grown substantially, requiring significant physical space and causing structural problems to the building due to weight. It was also noted that many of the materials in the collection were out of date and that replacing older versions of these publications with newer editions would be cost prohibitive.

This resulted in previous action to reduce the size of the collection – books were put into storage, the library was moved to a more confined space in the basement of the Courthouse with a floor capable of handling the weight of the books of a smaller collection, and efforts were made to pursue a digital option to allow for expanded access to current legal resources in addition to the books that were maintained as part of the library. The subscription service was through Lexis for two dedicated computer terminals to provide access to their Lexis Advance software to access a variety of legal resources. This software subscription was a product used often by law firms.

In the most recent assessment of the Law Library operations, the Board wanted to dispose of outdated materials, found a continuing challenge to update bound legal resources, and more importantly, recognized the library operated under limited hours of 10:00am to noon on Wednesdays and by appointment only.

The Board decided it would seek to optimize and modernize by converting the Clallam County Law Library into a “digital” law library utilizing subscriptions to legal resources and links to free legal resources. The Board also desired not just to fulfill the statutory requirements of having a law library, but to also increase access to authoritative legal resources to attorneys and residents of Clallam County by having these legal resources available for more time each week. They directed staff to look at the hours of other county law libraries and potential partnerships with county library districts.

Staff reached out to both the King and Pierce County Law Libraries. The Pierce County Law Library had partnered with the Pierce County Library District to provide legal resources – both bound and digital, at a few of their library branches. Access to those legal resources was aligned with the operating hours of the library branches, and similar access in Clallam County would greatly increase the availability of legal resources over the current offering.

Prior to pursuing a partnership with the local library district, the Board wanted to confirm whether a county law library could be physically located outside a County Courthouse (the Pierce County Law Library has a location within the Pierce County Courthouse plus satellite locations at three Pierce County Library District locations). This issue was reviewed by the Clallam County Civil Attorney’s Office within the Prosecutor’s Office and it was determined that case law supported having the physical location of a law library at a location other than a Courthouse building.

Staff reached out to both Noah Glaude, Executive Director, and Erin Shield, Technical Service Manager, of the North Olympic Library System (NOLS) to determine if there would be an interest in a strategic partnership. The parties agreed to pursue the creation of “legal resource centers” at the Port Angeles and Forks branches utilizing Lexis digital subscriptions by locating the Law Library at these two branches. NOTE: the design of the new Sequim Branch did not incorporate space to accommodate an additional terminal location at this site at this time. NOLS is a natural organization where people seek resources, and by making legal resources available during the hours that NOLS is open to the public at both its primary location in Port Angeles and at the west end of the County in Forks would greatly expand the presence of the Law Library.

Over several months, staff from both the County and NOLS met to work through details. A Memorandum Of Agreement (MOA) was executed (document attached) defining the roles of the Parties. Under the Agreement, the County would provide computer hardware for a terminal at both branches, pay for all subscriptions for digital legal resources through Lexis, and pay NOLS an “administrative” fee of \$5,000 annually as the frontline host of the digital legal resources. NOLS would provide physical space for the two terminals at the two branches, provide some staff support for users of the system, and provide access to attorneys and the public during their normal business hours.

In addition to executing the MOA, staff from the County and NOLS had several meetings with representatives from Lexis. Since Lexis was phasing out its Lexis Advantage product and replacing it with Lexis+, a new contract was signed with Lexis to provide Lexis+ at the two dedicated terminals at the NOLS branches. The Lexis+ subscription provides access to a wide array of legal resources and users must utilize one of the dedicated terminals at either the Port Angeles or Forks branches to access this information. In addition to Lexis+, the subscription includes “Washington Enhanced plus full Federal” packages and includes the Annotated Revised Code of Washington.

The subscription cost for both terminals is \$5,124 annually and increases by five percent each year. In addition to the Lexis+ subscription for the two dedicated terminals, at the direction of the Board, staff from the County and NOLS met several times with representatives from Lexis to pursue a subscription for the LexisNexis Digital Library. Access to this subscription service is open to NOLS users from both within one of the branches (on any computer terminal, not just the two dedicated terminals) and for online users accessing the materials through the NOLS website. Working with Judge Basden, additional materials were added to the Digital Library collection to include materials contemplated to be useful legal resources for citizens of the region – materials covering such topics as divorce, landlord/tenant issues, probate, wills, etc. Staff worked with Lexis staff to develop the landing page used by NOLS to assist users in navigating the Digital Library collection and to demonstrate the administrative features of the subscription.

From the recommendation of the Board to eliminate out-of-date materials and transition to a fully digital library, the Board of County Commissioners declared all hard-backed books as surplus and an effort was undertaken to offer the collection to County departments and to the public. Remaining books were disposed of at a cost of \$4,250.39.

Staff from both the County and NOLS are continuing to make refinements to the implementation of this joint venture. The dedicated terminals are in place at both the Port Angeles and Forks branches of NOLS. For the Digital Library landing page, there is a list of links to free legal resources generated through suggestions from the Board and NOLS staff. As input is received from users, we will continue to make adjustments to make use of the system more user friendly.

As more time passes, staff from the County and NOLS will become more familiar with the administrative tools associated with the subscriptions to track overall utilization, and popularity of certain legal resources within the offerings. This information will be provided to the Board and from that information, adjustments to the overall offerings within Lexis+ and LexisNexis Digital Library can be made.

-Currently, County and NOLS staff have encountered technical challenges in developing functionality of the landing page for the digital law library, and are working with Lexis technical staff to address those issues.

The Board is particularly appreciative of both the extensive work of County Staff, and the cooperation and work of the staff at NOLS. The efforts of both to make this transition possible can't be overstated.

***Condition of Trust***

The Clallam County Law Library continues to experience a modest level of revenues relative to a county of its size, and the amount has been sufficient to provide access to legal resources for attorneys and citizens within Clallam County.

As stated in the Activity Report section of this document, the Law Library Board has pursued a strategy that greatly enhances the availability of legal resources by partnering with the NOLS to provide physical space and access during normal business hours.

***Report on Property Received and its use***

Clallam County replaced the two computer terminals (computer, keyboard, mouse, monitor) that were housed in the basement Law Library. These two new terminals were delivered to NOLS to be placed at both the Port Angeles and Forks library branches. They will remain the property of Clallam County, and the County is responsible to replace any equipment that fails.

In addition to the computer terminals, the Clallam County Law Library has upgraded its subscription from Lexis Advantage, which was discontinued, to Lexis+. It is a cloud-based software system that will be accessed through the two computer terminals placed at the library branches. Finally, the Clallam County Law Library has subscribed to a new cloud-based software system called Lexis Digital Law Library that will provide access to legal resources to any patron of NOLS.

***Collection/Book Status***

***(# on hand, added, lost, or reduced)***

As referenced in the Activity Report, the entire collection of hard-backed books has been disposed of by declaring the collection as surplus and giving the books to any government agency, nonprofit, or citizen expressing an interest in the materials. It notes repeating that much of the collection was outdated and newer editions were available. Any books left were disposed of at a cost of \$4,250.39.

***Financial Report (attached)***

2a

MAR 04 2025

821.25.001

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CLALLAM COUNTY ("COUNTY" - Representing the Clallam County Law Library)  
AND  
North Olympic Library System (NOLS)**

This Memorandum of Agreement ("MOA") is made and entered into by CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "COUNTY") and the NORTH OLYMPIC LIBRARY SYSTEM (hereinafter called "NOLS"). The primary parties responsible are Noah Glaude, Executive Director of NOLS, and Todd Mielke, County Administrator on behalf of Clallam County and the Clallam County Law Library Board.

**I. PURPOSE & SCOPE**

This MOA outlines the commitments from both organizations to make available to the public Law Library resources in the form of "Legal Resource Center(s)" at locations operated by NOLS. The goal of this Agreement is to provide Clallam County residents with authoritative legal resources at multiple locations throughout the County during typical library operating hours, increase the legal literacy of Clallam County residents, and develop strong partnerships with information providers to serve our community.

**II. ROLES & RESPONSIBILITIES**

The COUNTY and NOLS will work collaboratively on all aspects of this project, including which locations to utilize, space allocations, collections, technology, launch, and ongoing evaluation.

The COUNTY will provide to NOLS the following items and resources:

1. Subscriptions to online legal resources, paid by the COUNTY, for access at each of the agreed upon library locations. It is the intent of the COUNTY to provide access to legal research materials through computer terminals located at specific library locations, plus access to digital legal library materials to be made available through the library's system (for both in-person and online patrons if possible).
2. Computer equipment necessary to access online legal resources at each of the agreed upon library locations.
3. A non-voting position on the Clallam County Law Library Board to provide input on the appropriate online legal subscriptions and collection materials recommended to optimize the purpose and scope of this Agreement.
4. IT support to repair and replace any computer equipment utilized in providing the described online access to legal resources.
5. An annual "administrative fee" of \$5,000 to provide financial resources to NOLS to support the operation of Legal Resource Center(s) through NOLS.
6. The Clallam County Law Library Board shall routinely review and recommend additional digital legal resources to be made part of the legal resources available through NOLS and shall be responsible for all purchase costs with such additional resources.

NOLS will provide the following items and resources:

1. Physical space necessary to host computer terminals and related equipment to access online legal resource subscription(s) – both paid and at no cost – approved by the Clallam County Law Library Board. Additionally, NOLS would provide access to printers connected to these terminals consistent with how printing access is allowed by NOLS patrons through any similar online access terminal(s).
2. Review and make recommendations to the Law Library Board of any no-cost digital legal resources and/or database links to be made available to NOLS patrons as part of the Legal Resource Center(s).
3. Initial IT support to provide general diagnostic information to the Clallam County IT Department when County-provided computer equipment is not functioning properly. The County IT Department will then be responsible for repairing or replacing damaged equipment. This is to reduce the amount of travel necessary to outlying branches of NOLS (i.e. Forks or Sequim).
4. NOLS will not sell any equipment or legal collection paid for by Clallam County without the prior written approval of Clallam County.

### III. GENERAL TERMS AND CONDITIONS

1. **Term of MOA:** Clallam County and NOLS agree that this MOA commences on March 4, 2025, or the date on which both parties sign as provided in Signatures below, whichever date is later, and ends when the MOA is terminated pursuant to the terms contained herein.
2. **Termination:** Clallam County or NOLS may terminate this MOA by providing written notice to the other party. Termination shall be effective 30 days from provision of such notice. Upon termination, all provisions contained herein end, and no expectation is made of both party's roles and responsibilities. Any monies due to either party up to the termination's date of effect shall be satisfied within 30 days. All equipment paid for by Clallam County will be made available for return to the County no later than 30 days after the date of termination.
3. **Indemnification and Hold Harmless:** The COUNTY shall protect, defend, indemnify, and hold NOLS, its officers, directors, trustees, employees, agents and representatives (collectively, the "NOLS Indemnitees") harmless from, and shall protect and defend, at its own expense, the NOLS Indemnitees from any claim or liability arising out of or related to the COUNTY's execution of, performance of, or failure to perform this contract; provided, however, that if such claim or liability is caused by or the result of the concurrent negligence of the COUNTY, its agents, employees, and/or officers and NOLS Indemnitees, this paragraph shall be valid and enforceable only to the extent of negligence of the COUNTY, its agents, employees, and/or officers; and provided further, that nothing in this paragraph shall require the COUNTY to indemnify, hold harmless, or defend the NOLS Indemnitees from any claims or liabilities caused by or resulting from the sole negligence of the NOLS Indemnitees.

4. **Non-Discrimination:** NOLS shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
5. **Entire Agreement:** This written Agreement represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.
6. **Renewal:** Upon termination of this MOA, NOLS and the COUNTY may elect to agree mutually to renew the purpose of the relationship through subsequent MOAs. Such MOAs may have any and all different provisions contained therein as compared to this MOA, and shall replace and supersede all provisions contained herein.

**IV. SIGNATURES:**

**[See Next Page]**

**SIGNATURES:**

On behalf of Clallam County

APPROVED this 4<sup>th</sup> day of March 2025 Lu

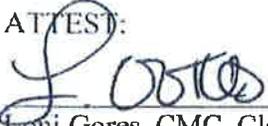
BOARD OF CLALLAM COUNTY COMMISSIONERS

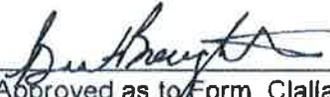
  
\_\_\_\_\_  
Mike French, Chair

  
\_\_\_\_\_  
Randy Johnson

  
\_\_\_\_\_  
Mark Ozias

ATTEST:

  
\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

  
\_\_\_\_\_  
Approved as to Form, Clallam County  
Deputy Prosecuting Attorney



On behalf of NOLS

  
\_\_\_\_\_  
Noah Glaude, Executive Director

2-4-2025  
\_\_\_\_\_  
Date

Revenue Status Report

CLALLAM COUNTY  
 1/1/2024 through 12/31/2024

11401 Law Library

821 Law Library

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
821.34122.01.0000 Antiharassment Filing	10.00	0.00	0.00	10.00	0.00
821.34122.03.0000 Civil Filing	330.00	284.36	284.36	45.64	86.17
821.34122.06.0000 Civil Costs and Adjustments	3,320.00	3,194.85	3,194.85	125.15	96.23
821.34122.08.0000 Antiharassment Filing after 7/09	10.00	0.00	0.00	10.00	0.00
821.34122.09.0000 Civil Filing after 7/09	10.00	0.00	0.00	10.00	0.00
821.34122.10.0000 Counter Cross 3rd Filing after 7/09	10.00	0.00	0.00	10.00	0.00
821.34122.11.0000 AHF 7/1/11	250.00	343.73	343.73	-93.73	137.49
821.34122.12.0000 Civil Filing CVF 7/1/11	6,500.00	7,848.81	7,848.81	-1,348.81	120.75
821.34123.08.0000 Facilitator Fee	10.00	0.00	0.00	10.00	0.00
821.34123.09.0000 Juvenile Emancipation	10.00	17.00	17.00	-7.00	170.00
821.34123.11.0000 Anti-Harassment Filing	440.00	765.00	765.00	-325.00	173.86
821.34123.26.0000 Civil/Prob/Domestic Filing after 7/09	10.00	0.00	0.00	10.00	0.00
821.34123.32.0000 Civil/Probate/Domestic Filings 7/1/11	9,000.00	9,571.00	9,571.00	-571.00	106.34
821.34123.36.0000 Domestic Filings 7/1/11	10.00	0.00	0.00	10.00	0.00
821.34123.38.0000 Appellate Filing Fee APF 7/1/11	50.00	68.70	68.70	-18.70	137.40
821.34123.40.0000 Counter, Cross, 3rd Party Claims 7/1/11	120.00	51.00	51.00	69.00	42.50
821.34123.42.0000 Unlawful Detainer Filings 7/1/11	550.00	272.00	272.00	278.00	49.45
821.34123.44.0000 Unlawful Detention Combo after 7/11	1,150.00	1,343.00	1,343.00	-193.00	116.78
821.34123.48.0000 Case Type 3,5 Facilitator Filings 7/1/11	1,350.00	1,241.00	1,241.00	109.00	91.93
821.34123.52.0000 Domestic Facility Filing Fee	3,200.00	2,714.23	2,714.23	485.77	84.82
821.34181.00.0000 Copy Fees	50.00	0.00	0.00	50.00	0.00
821.34198.01.0000 County Crime Victim Program	100.00	0.00	0.00	100.00	0.00

### Revenue Status Report

CLALLAM COUNTY  
 1/1/2024 through 12/31/2024

11401 Law Library

821 Law Library

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
821.34650.01.0000 Domestic Facilitator Filings 7/1/11	10.00	0.00	0.00	10.00	0.00
821.36700.00.0000 Contributions and Donations	1,000.00	0.00	0.00	1,000.00	0.00
821.39718.00.0100 Transfer from General Fund Reserves	16,877.00	16,877.00	16,877.00	0.00	100.00
<b>Total Law Library</b>	<b>44,377.00</b>	<b>44,591.68</b>	<b>44,591.68</b>	<b>-214.68</b>	<b>100.48</b>
<b>Grand Total</b>	<b>44,377.00</b>	<b>44,591.68</b>	<b>44,591.68</b>	<b>-214.68</b>	<b>100.48</b>

Revenue Status Report

CLALLAM COUNTY  
 1/1/2025 through 10/31/2025

11401 Law Library

821 Law Library

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
821.34122.03.0000 Civil Filing	330.00	275.10	275.10	54.90	83.36
821.34122.06.0000 Civil Costs and Adjustments	3,000.00	3,414.77	3,414.77	-414.77	113.83
821.34122.11.0000 AHF 7/1/11	250.00	303.63	303.63	-53.63	121.45
821.34122.12.0000 Civil Filing CVF 7/1/11	6,500.00	7,935.55	7,935.55	-1,435.55	122.09
821.34123.09.0000 Juvenile Emancipation	10.00	34.00	34.00	-24.00	340.00
821.34123.11.0000 Anti-Harassment Filing	650.00	340.00	340.00	310.00	52.31
821.34123.32.0000 Civil/Probate/Domestic Filings 7/1/11	9,000.00	7,973.00	7,973.00	1,027.00	88.59
821.34123.38.0000 Appellate Filing Fee APF 7/1/11	50.00	84.96	84.96	-34.96	169.92
821.34123.40.0000 Counter, Cross, 3rd Party Claims 7/1/11	100.00	34.00	34.00	66.00	34.00
821.34123.42.0000 Unlawful Detainer Filings 7/1/11	250.00	306.00	306.00	-56.00	122.40
821.34123.44.0000 Unlawful Detention Combo after 7/11	1,150.00	799.00	799.00	351.00	69.48
821.34123.48.0000 Case Type 3,5 Facilitator Filings 7/1/11	1,350.00	1,096.78	1,096.78	253.22	81.24
821.34123.52.0000 Domestic Facility Filing Fee	3,000.00	2,091.00	2,091.00	909.00	69.70
821.36991.00.0010 Other Miscellaneous Revenue	0.00	851.46	851.46	-851.46	0.00
<b>Total Law Library</b>	<b>25,640.00</b>	<b>25,539.25</b>	<b>25,539.25</b>	<b>100.75</b>	<b>99.61</b>
<b>Grand Total</b>	<b>25,640.00</b>	<b>25,539.25</b>	<b>25,539.25</b>	<b>100.75</b>	<b>99.61</b>

**Expenditure Status Report**

CLALLAM COUNTY  
 1/1/2024 through 12/31/2024

11401 Law Library

821 Law Library

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
57220 Library Services						
57220.10 Salaries and Wages						
57220.10.0600 Extra Help	7,920.00	5,979.57	5,979.57	0.00	1,940.43	75.50
<b>Total Salaries and Wages</b>	7,920.00	5,979.57	5,979.57	0.00	1,940.43	75.50
57220.20 Personnel Benefits						
57220.20.0020 Benefits	689.00	531.56	531.56	0.00	157.44	77.15
<b>Total Personnel Benefits</b>	689.00	531.56	531.56	0.00	157.44	77.15
57220.30 Supplies						
57220.31.0015 Books	3,004.00	2,537.17	2,537.17	0.00	466.83	84.46
57220.31.0020 Operating Supplies	455.00	148.27	148.27	0.00	306.73	32.59
<b>Total Supplies</b>	3,459.00	2,685.44	2,685.44	0.00	773.56	77.64
57220.40 Other Services and Charges						
57220.42.0010 Telephone	560.00	0.00	0.00	0.00	560.00	0.00
57220.48.0040 Equipment - Repair and Maintenance	700.00	0.00	0.00	0.00	700.00	0.00
57220.49.0030 Printing and Binding	1,000.00	0.00	0.00	0.00	1,000.00	0.00
57220.49.0041 Subscriptions	9,800.00	4,872.00	4,872.00	0.00	4,928.00	49.71
57220.49.0090 Miscellaneous	0.00	3,050.39	3,050.39	0.00	-3,050.39	0.00
<b>Total Other Services and Charges</b>	12,060.00	7,922.39	7,922.39	0.00	4,137.61	65.69
57220.90 Interfund Payments for Services						
57220.99.0010 Indirect Cost Charges	22,309.00	22,309.00	22,309.00	0.00	0.00	100.00
<b>Total Interfund Payments for Services</b>	22,309.00	22,309.00	22,309.00	0.00	0.00	100.00
<b>Total Law Library</b>	46,437.00	39,427.96	39,427.96	0.00	7,009.04	84.91
<b>Grand Total</b>	46,437.00	39,427.96	39,427.96	0.00	7,009.04	84.91

expstat.rpt  
10/31/2025 8:34AM  
Periods: 1 through 12

## Expenditure Status Report

Page: 2

CLALLAM COUNTY  
1/1/2024 through 12/31/2024

---

---

Page: 2

### Expenditure Status Report

CLALLAM COUNTY  
 1/1/2025 through 10/31/2025

11401 Law Library

821 Law Library

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
51270 Law Library						
51270.10 Salaries and Wages						
51270.10.0600 Extra Help	695.00	0.00	0.00	0.00	695.00	0.00
<b>Total Salaries and Wages</b>	<b>695.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>695.00</b>	<b>0.00</b>
51270.20 Personnel Benefits						
51270.20.0020 Benefits	59.00	0.00	0.00	0.00	59.00	0.00
<b>Total Personnel Benefits</b>	<b>59.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>59.00</b>	<b>0.00</b>
<b>Total Law Library</b>	<b>754.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>754.00</b>	<b>0.00</b>
57220 Library Services						
57220.10 Salaries and Wages						
57220.10.0600 Extra Help	0.00	387.17	387.17	0.00	-387.17	0.00
<b>Total Salaries and Wages</b>	<b>0.00</b>	<b>387.17</b>	<b>387.17</b>	<b>0.00</b>	<b>-387.17</b>	<b>0.00</b>
57220.20 Personnel Benefits						
57220.20.0020 Benefits	0.00	33.66	33.66	0.00	-33.66	0.00
<b>Total Personnel Benefits</b>	<b>0.00</b>	<b>33.66</b>	<b>33.66</b>	<b>0.00</b>	<b>-33.66</b>	<b>0.00</b>
57220.30 Supplies						
57220.31.0015 Books	254.00	0.00	0.00	0.00	254.00	0.00
57220.31.0020 Operating Supplies	455.00	321.39	321.39	0.00	133.61	70.64
57220.35.5500 Information Technology Equipment	2,750.00	2,755.71	2,755.71	0.00	-5.71	100.21
<b>Total Supplies</b>	<b>3,459.00</b>	<b>3,077.10</b>	<b>3,077.10</b>	<b>0.00</b>	<b>381.90</b>	<b>88.96</b>
57220.40 Other Services and Charges						
57220.41.0578 North Olympic Library System	5,000.00	0.00	0.00	0.00	5,000.00	0.00

**Expenditure Status Report**

**CLALLAM COUNTY**  
 1/1/2025 through 10/31/2025

11401 Law Library

821 Law Library

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
57220.42.0010 Telephone	560.00	0.00	0.00	0.00	560.00	0.00
57220.48.0040 Equipment - Repair and Maintenance	700.00	0.00	0.00	0.00	700.00	0.00
57220.49.0030 Printing and Binding	1,000.00	0.00	0.00	0.00	1,000.00	0.00
57220.49.0041 Subscriptions	9,800.00	15,183.00	15,183.00	0.00	-5,383.00	154.93
57220.49.0090 Miscellaneous	0.00	214.75	214.75	0.00	-214.75	0.00
<b>Total Other Services and Charges</b>	17,060.00	15,397.75	15,397.75	0.00	1,662.25	90.26
57220.90 Interfund Payments for Services						
<b>Total Interfund Payments for Services</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Library Services</b>	20,519.00	18,895.68	18,895.68	0.00	1,623.32	92.09
<b>Total Law Library</b>	21,273.00	18,895.68	18,895.68	0.00	2,377.32	88.82
<b>Grand Total</b>	21,273.00	18,895.68	18,895.68	0.00	2,377.32	88.82