



AGENDA

BOARD of CLALLAM COUNTY COMMISSIONERS
 223 East 4th Street, Room 160
 Port Angeles, Washington
February 24, 2026 – 10 a.m.

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

PUBLIC COMMENT FOR AGENDA ITEMS – Please limit comments to three minutes (10 minutes total)

CONSENT AGENDA – Any Commissioner may remove items for discussion

- 1a Approval of vouchers for the week of February 16
 The Following warrants and electronic payments are approved for payment:

Accounts Payable:	Total
Warrant numbers: 9949818-9950064	\$635,060.03
Electronic payments dates: n/a	\$0.00
Total Accounts Payable:	\$635,060.03

- 1b Approval of minutes for the week of February 16
- 1c Resolution appointing various members to the Fair Advisory Board
- 1d Approval of the annual certification of the Road Levy and Estimated Revenue Produced form
- 1e Resolution declaring Clallam County surplus property – Real Estate
- 1f Letter of support for City of Sequim for the US 101-Sindars Interchange Project
- 1g Approval of certification and assurances form for a new hot water boiler to satisfy the WA Clean Building Performance Standard requirements

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a Agreement with Department of Social and Health Services for client service programs
- 2b Agreement with Health Care Authority for Medicaid administrative claiming
- 2c Agreement and Resolution with Department of Ecology for Clallam Bay / Sekiu Sewer System Inflow Infiltration Pipe Replacement Project

BUDGET

AGENDA for the Meeting of February 24, 2026
CLALLAM COUNTY BOARD OF COMMISSIONERS
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3b Resolution for consideration to adopt the following supplemental appropriations:

Health & Human Services-Environmental Health

- Department of Health Consolidated Contract Amendment #9 adds a \$218,392 two-year pollution identification and correction (PIC) grant, funding professional services for Tyler software consultants, with additional funds to be added later/\$47,877
- Environmental Health received a Puget Sound Partnership (PSP) grant to fund onsite septic projects and support implementation of the Tyler Health module for managing septic inspections/\$94,292

Public Works-Roads – Lodging Tax award from the City of Forks for the Calawah to Sitkum Sol Duc Road segment of the Olympic Discovery Trail/\$44,000

Sheriff-Emergency Services - Wildfire defense plan costs were mostly incurred and reimbursed in 2025, but final expenses and some reimbursements will occur in 2026/\$38,685

Sheriff-Jail - The fingerprint machine was purchased in 2025, with reimbursement through the NCHIP Grant received in 2026/\$19,497

Sheriff-Operations - A quarterly payment for 2025 Jamestown Contract Policing services was received in 2026, requiring an increase to the 2026 revenue line to properly record the payment/\$75,000

Sheriff-Nine-One-One Enhanced - A new E911 dispatch equipment grant requires increasing both revenue and expenditure lines to account for the additional funds/\$178,289

Noxious Weed Control - Unused funds from last year's WA Department of Agriculture knotweed grant, due to staff shortages, will be used for seasonal staff and vehicle rental before the grant expires in June 2027/\$8,200

HEARING(S) – Beginning at 10:30 a.m.

4a Consideration of resolution adopting the following debatable emergencies:

Coroner – Funding needed to purchase equipment such as gurneys & a loading deck to convert van for decedent transport/\$10,000

Sheriff-Animal Control - A two-day spay and neuter clinic is planned for late February to help address pet overpopulation. The event, organized by Center Valley Animal Rescue and Spay to Save, is requesting \$4,925 in county funding for supplies, facility rental, and volunteer meals/\$4,925

Parks & Facilities-Real Estate Excise Tax (REET) – The Parks Fair & Facilities Department is requesting an additional \$80,000 to cover cost overruns for the Courthouse/Juvenile TRANE Upgrade project beyond the 2026 budget allocation/\$80,000

Parks & Facilities-Capital Projects - The Parks Fair & Facilities Department requests 2025 budget funds be carried over to 2026 to complete the Courthouse Security/Safety Assessment project, delayed due to procurement issues/\$73,757

PUBLIC COMMENT – Please limit comments to three minutes

FINAL ITEM – Commissioner Forum

(This Session will be held on the 4th Tuesday of each month when BOCC concludes its other agenda items. The Session will be held for 45 minutes or until there are no further questions. Regardless of the start time, this session will end no later than 11:45 a.m.)

5a Commissioner Forum

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CLALLAM COUNTY BOARD OF COMMISSIONERS
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EXECUTIVE SESSION – February 26, 2026 at 12:30 p.m.

The Board of County Commissioners, pursuant to RCW 42.30.080, has scheduled a special meeting to be held on Thursday, February 26, 2026 at 12:30 p.m. in the Commissioner’s Board Room, 223 East 4th Street, Port Angeles, Room 160.

The purpose of the special meeting is to facilitate an Executive Session with the Prosecuting Attorney’s Office, per RCW 42.30.110. No virtual option will be available.

The Executive Session is to discuss the following item(s):

- Agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party...

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

The following meetings are scheduled for the Board of Commissioners Meetings are held in the BOCC Board Room 160 unless indicated otherwise	
<u>Monday, February 23:</u>	9:00 a.m. Work Session
<u>Tuesday, February 24:</u>	10:00 a.m. Board Meeting
	10:30 a.m. Hearing(s) – See Agenda
	3:00 p.m. William Shore Memorial Pool District Meeting (225 E. 5 th Street, PA)
<u>Wednesday, February 25:</u>	8:00 a.m. Coffee with Colleen (Virtually with EDC)
<u>Thursday, February 26:</u>	12:30 p.m. Executive Session
<u>Friday, February 27:</u>	12:00 p.m. WSAC Legislative Update

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INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

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

Note: Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board. Copies of public documents from Board meetings are available by contacting the Public Records Department.



1a

FEB 24 2026

Date of report: February 18, 2026

General Fund	\$249,851.63
Other Funds	\$385,208.40
Total	\$635,060.03

STATE OF WASHINGTON

County of Clallam

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

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2026.

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MIKE FRENCH, Chair

RANDY JOHNSON

MARK OZIAS

TODD MIELKE, County Administrator

Accounts Payable Expenditures
February 16 - 20, 2026

Fund #	Department	Expenditures		Use Tax		Totals by Dept. (less use tax)	
		General Fund (GF)	Other Non-GF Funds	GF	Non-GF		
00100.221	Auditor	437.34				Auditor	574.84
12401.221	Auditor - Document Preservation		137.50				
00100.241/244/291/831	Commissioners (BOCC)	56,324.50				BOCC	58,035.72
19914.291	BOCC - Veterans Relief		1,671.98				
19951.291	BOCC - Affordable Housing Sales Tax		39.24				
00100.843	Coroner	228.15				Coroner	228.15
00100.331-334	Dept. of Community Develop't (DCD)	8,219.55				DCD	8,219.55
00100.871	District Court I (DC I)	1,438.08				DC I	2,743.38
00100.871	DC I - Jury	1,305.30					
00100.881	District Court II (DC II)	8,051.91				DC II	8,051.91
11301.511	Health & Human Services (HHS)		24,782.44		64.17	HHS	147,332.63
00100.511	HHS - Environmental Health	11,502.69					
00100.513	HHS - Admin	500.66					
11322.511	HHS - Homeless Task Force		19,351.24				
11323.511	HHS - Chem Dep/Mental Hlth		11,402.10				
11331.511	HHS - Developmental Disabilities		79,793.50				
00100.461	Human Resources (HR)	6,540.41				HR	18,583.33
50401.461	HR - Risk Management		11,977.92				
50501.461	HR - Workers Compensation		65.00				
00100.411	Information Technology (IT)	8,411.96				IT	8,411.96
00100.851	Juvenile Services	9,868.84		71.34		Juvenile Svcs.	9,868.84
13001.381	Noxious Weeds - Nox Weed Control		2,552.68			Nox. Weeds	2,552.68
00100.911/912	Parks Fair Facilities (PFF)	73,469.28		14.66		PFF	107,719.04
30101.911	PFF - REET 1 (Real Estate Excise Tax)		29,292.28		242.88		
30501.911	PFF - Capital Projects		4,957.48				
00100.841-842	Prosecuting Attorney	7,093.42				Prosecutor	7,093.42
	Public Works (PW)					PW	195,355.72
10101.611	PW - Roads		18,614.75				
41401.611	PW - Clallam/Seki Sewer		2,538.09				
41501.611	PW - Cl/Sek Sewer Cap Replace		112,348.71				
42401.611	PW - Carlsborg Sewer		36.05				
43401.611	PW - Bullman Beach Water System		931.76				
50301.611	PW - ER&R (Equip't Rental & Revolving)		60,886.36				
00100.811-815,817	Sheriff	53,961.00		126.55		Sheriff	57,482.52
11003.811	Sheriff - Boating Safety		545.00				
11008.811	Sheriff - OPNET Drug		392.90				
11065.811	Sheriff - OPSCAN Operations		1,864.11				
11068.811	Sheriff - Stonegarden		396.09				
11080.811	Sheriff - Inmate Commissary		323.42		0.75		
00100.861	Superior Court	273.37				Superior Court	273.37
00100.231	Treasurer	1,246.79				Treasurer	1,246.79
00100.931	WSU Extension	765.83				WSU Ext	765.83
	Total	249,639.08	384,900.60	212.55	307.80	Total	634,539.68

Expenditures	634,539.68	Use Tax	520.35
Grand Total	635,060.03		

Report Reconciliation	
Total	634,539.68
Final Check Lists	634,539.68
Difference	-

VISA Statement Balance:	-
Statement date:	

TOTALS	
General Fund	249,851.63
Non-General Fund	385,208.40
GRAND TOTAL	635,060.03

COPY

Prepared by: _____
Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
2/24/2026	BOB BARKER CO INC	INV2208413	chanson	611.76	54.45	611.76
2/24/2026	BOB BARKER CO INC	INV2208843	chanson	104.88	9.33	104.88
2/24/2026	SWANSONS SERVICES CORP.	2032256	jminnoch	8.42	0.75	8.42
2/24/2026	U S BANK	5178-4 01-15-26	nfurford	538.00	47.88	538.00
2/24/2026	U S BANK	9705-2 01-14-26	nfurford	183.00	16.29	183.00
2/24/2026	U S BANK	W1263281	chanson1	84.90	7.56	84.90
2/24/2026	U S BANK	WoodSplitter 719461	mearley2	2,499.99	222.50	2,499.99
2/24/2026	U S BANK	TrlrJck 211079	mearley2	228.99	20.38	228.99
2/24/2026	U S BANK	American WtrS0282847	mearley2	132.20	11.77	132.20
2/24/2026	U S BANK	Braille sign 7737	mearley2	32.50	2.89	32.50
2/24/2026	U S BANK	7400-Feb26	jminnoch1	1,196.78	106.51	4,938.99
2/24/2026	U S BANK	2266-Feb26	jminnoch1	77.24	6.87	1,175.53
2/24/2026	U S BANK	8739-Feb26	jminnoch1	148.00	13.17	377.80
Totals:				5,846.66	520.35	10,916.96

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/24/2026	0001179	PACIFIC OFFICE EQUIPM	1172725	1/30/2026	CONTRACT COPIER 11972-01	54.59
				1172723	1/30/2026	CONTRACT COPIER 11730-04	30.68
				1172722	1/30/2026	CONTRACT COPIER 11689-04	24.43
				1172724	1/30/2026	CONTRACT COPIER 11930-01	14.17
							123.87
	2/24/2026	0020849	U S BANK	4914864S185	1/1/2026	DOCUMENT SHREDDING	137.50
				113-1939870-25	1/29/2026	CLEAR PHOTO SHEET PROT	21.78
				113-3576353-68	1/8/2026	KEY TAGS AND KEY HOLDER	13.07
				2144897	1/26/2026	BACKGROUND CHECK FOR F	11.00
							183.35
	2/24/2026	0051035	PARROTT, DANIEL	Parrott 2-10-26	2/10/2026	TRAVEL REIMBURSEMENT - I	173.25
	2/24/2026	0051395	GORDASH, NOLAN	Gordash 1-22-26	1/22/2026	TRAVEL REIMBURSEMENT - I	74.09
	2/24/2026	0051946	DEWEESE, HARMONY	DeWeese 2-10-	2/10/2026	TRAVEL REIMBURSEMENT - I	20.28
							173.25
							74.09
							20.28
							574.84
						Sub total for U S BANK:	

574.84+
51,933.43+
4,430.31+
228.15+
8,219.55+
1,438.08+
1,305.30+
8,051.91+
147,332.63+
18,583.33+
7,736.81+
8,411.96+
9,868.84+
2,552.68+
106,240.98+
7,093.42+
60,886.36+
12,356.00+
112,348.71+
3,505.90+
11,878.58+
45,603.94+
273.37+
1,246.79+
1,671.98+
765.83+
634,539.68*+
0.**

Bocc(1)

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/24/2026	0001179	PACIFIC OFFICE EQUIPM	1172730	2/10/2026	MAINTENANCE & USAGE - 10	367.30	
				1172729	2/10/2026	MAINTENANCE & USAGE - 10	81.11	
				1172731	2/10/2026	MAINTENANCE & USAGE - 10	15.22	
				1172728	2/10/2026	MAINTENANCE & USAGE - 91	0.44	464.07
	2/24/2026	0001420	SECURITY SERVICES NW	148251	2/10/2026	COURTHOUSE/JUV SVCS SE	5,635.58	5,635.58
	2/24/2026	0001641	VERIZON WIRELESS	6134387424	2/10/2026	T MIELKE/M FRENCH/A KLAH	117.72	
				6134387420	2/10/2026	T DALTON MOBILE JAN 2026	39.24	156.96
	2/24/2026	0001688	WA ST ASSOC OF COUNT	GD2026-05	2/10/2026	WSAC 2026 ANNUAL GENER/	20,313.00	
				GD2026-157	2/10/2026	WSAC 2026 ANNUAL ASSESS	10,906.00	
				GD2026-234	2/10/2026	WSAC 2026 STRATEGIC LITIC	5,629.00	
				GD2026-43	2/10/2026	WSAC 2026 ANNUAL ASSESS	1,911.00	
				GD2026-81	2/10/2026	WSAC 2026 REGIONAL COUN	1,328.00	40,087.00
	2/24/2026	0028699	SOUND PUBLISHING INC	8187326	2/10/2026	VENDOR SOLICIT,RES 100-20	681.88	681.88
	2/24/2026	0033311	JOHNSON, RANDALL	CRJ 2/2/2026	2/12/2026	DNR, CLALLAM ECO ALLIANC	532.12	532.12
	2/24/2026	0033510	OZIAS, MARK	CMO 2/3/2026	2/12/2026	CLALLAM ECO ALLIANCE AD\	238.83	238.83
	2/24/2026	0048781	MIELKE, TODD	ATM 2/3/2026	2/12/2026	LEGISLATIVE MEETINGS, OL	291.26	291.26
	2/24/2026	0051165	EDGE, CAROLYN	2113047 CE	2/10/2026	BLACK MARKERS, PENS, WA	30.49	30.49
	2/24/2026	0051613	LEAD GROUPS BETTER	0000215	2/10/2026	RECOMPETE ALL COALITION	3,800.00	3,800.00
	2/24/2026	0051938	PRINGLE, MOLLY	2113049 MP	2/10/2026	IPHONE CASE, AMAZON	15.24	15.24
Sub total for U S BANK:								51,933.43

Bocc (2)

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/24/2026	0020849	U S BANK				
			613752	2/9/2026	TYLER CONNECT 2026 REGIS	1,249.00	
			861074	2/9/2026	FEDERAL GRANT TRAINING F	998.00	
			030176	2/9/2026	TYLER CONNECT 2026 REGIS	599.00	
			307529	2/9/2026	TYLER CONNECT 2026 REGIS	599.00	
			280055	2/9/2026	E HILL BARS TRAINING REGI:	248.18	
			547476	2/9/2026	INT'L INSTITUTE OF MUNICI	235.00	
			328213	2/9/2026	EDC ANNUAL GALA FOR REC	190.00	
			967030	2/9/2026	OLY PEN VISITOR BUREAU T	179.00	
			156022	2/9/2026	OLYMPIA LEGISLATIVE MEET	89.33	
			214375	2/9/2026	M PRINGLE RCOMPETE BUSI	36.35	4,422.86
	2/24/2026	0020849	U S BANK				
			672288	2/9/2026	POSTAGE, USPS	7.45	7.45
Sub total for U S BANK:							4,430.31

Coroner

Bank : apbank U S BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	2/24/2026	0020849	U S BANK				
			112-5348093-76	2/11/2026	AMAZON SUPPLIES	183.15	
			4946915S185	2/11/2026	LEMAY JANUARY SERVICES	45.00	228.15
					Sub total for U S BANK:		228.15

DCD

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/24/2026	0001179	PACIFIC OFFICE EQUIPM	1172734	2/1/2026	#10293 ADMIN JAN 26	345.80	
				1172736	2/1/2026	#12397 PLANNING JAN 26	151.82	
				1173735	2/1/2026	#12212 BLDG JAN 26	41.94	
				1172733	2/2/2026	#10051 CE JAN 26	17.42	556.98
	2/24/2026	0001641	VERIZON WIRELESS	6134387417	1/24/2026	DCD MOBILE SERVICE JAN 2	434.98	434.98
	2/24/2026	0003410	LEMAY MOBILE SHREDDI	4919029S185	2/1/2026	ADMIN JAN 2026 SHRED	27.50	27.50
	2/24/2026	0020849	U S BANK	EDUCODE 1-23-	2/6/2026	CE TRAINING	2,250.00	
				CONT EXCNTR	2/6/2026	BLDG CBO REGISTRATION	995.00	
				ICC 1-30-26	2/6/2026	BLDG CODE BOOKS	508.02	
				AMAZON 1-6-26	2/6/2026	BLDG OP SUPPLIES	315.81	
				WABO 1-6-26	2/6/2026	ADMIN WABO DUES 2026	212.00	
				NGMA 2-4-26	2/6/2026	ADMIN DUES - KING	174.00	
				BAYVIEW 2-1-26	2/6/2026	DCD STORAGE MARCH 2026	169.00	
				AMAZON 1-8-26	2/6/2026	BLDG UPC CODE BOOK	122.94	
				CRAVERS 1-26-	2/6/2026	G145 T1 STORAGE FEBRUAR	85.00	
				WACE 1-8-26	2/6/2026	CE DUES PEDERSON	55.00	
				AMAZON 2-4-26	2/6/2026	BLDG OP SUPPLIES	44.81	
				UDEMY 1-28-26	2/6/2026	BLDG REGISTRATION	27.21	4,958.79
	2/24/2026	0028699	SOUND PUBLISHING INC	8187327	1/31/2026	PLANNING JAN 26 ADVERTIS	161.02	161.02
	2/24/2026	0038996	SPARKS, JEANNE	REF 1-22-26	1/28/2026	REFUND BMEC2026-00017	46.78	46.78
	2/24/2026	0042087	BROCKLESBY, JOSHUA	REF 1-20-26	1/28/2026	REFUND BADR2026-00009	100.00	100.00
	2/24/2026	0049595	FACET NW INC	0070009	2/9/2026	G16 PRO SERVICES	1,933.50	1,933.50
Sub total for U S BANK:								8,219.55

District Court I

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/24/2026	0001179	PACIFIC OFFICE EQUIPM 1173619	2/6/2026	OFFICE FURNITURE	510.74	510.74
	2/24/2026	0020849	U S BANK USBANKFEB	2/9/2026	THERAPEUTIC COURTS - GR	95.07	95.07
	2/24/2026	0021386	STAPLES ADVANTAGE 6054504885	1/31/2026	OFFICE SUPPLIES FOR THEF	21.77	21.77
	2/24/2026	0051971	BACKSTROM, LYDIA backstrom26	2/12/2026	TRAINING FOR PRO TEM	435.00	435.00
	2/24/2026	0003410	LEMAY MOBILE SHREDDI 4918492S185	2/1/2026	DC1 LEMAY SHREDDING	145.90	145.90
	2/24/2026	0001179	PACIFIC OFFICE EQUIPM 1172717	1/30/2026	DC1 POE - CANON/IRA615IFZ	140.08	
			1172718	1/30/2026	DC1 POE - CANON/IMAGERU	89.52	229.60
					Sub total for U S BANK:		1,438.08

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/24/2026	0018073	WHITE, DAVID	DIST126957723	2/1/2026	JURY PAYMENT	101.20	101.20
	2/24/2026	0040606	TAYLOR, GORDON	DIST126979856	2/1/2026	JURY PAYMENT	28.70	28.70
	2/24/2026	0042113	OGERLY, SARAH	DIST126941575	2/1/2026	JURY PAYMENT	98.30	98.30
	2/24/2026	0042473	COPELAND, ROBERT	DIST126973957	2/1/2026	JURY PAYMENT	63.50	63.50
	2/24/2026	0047214	PETITJEAN, LYNNE	DIST126921106	2/1/2026	JURY PAYMENT	22.90	22.90
	2/24/2026	0049321	STUMBAUGH, CYNTHIA	DIST126941244	2/1/2026	JURY PAYMENT	66.40	66.40
	2/24/2026	0051947	KITZIS, STEPHEN	DIST126965019	2/1/2026	JURY PAYMENT	37.40	37.40
	2/24/2026	0051948	BOYD, RYAN	DIST126942360	2/1/2026	JURY PAYMENT	22.90	22.90
	2/24/2026	0051949	KNIGHT, KEITH	DIST126945212	2/1/2026	JURY PAYMENT	49.00	49.00
	2/24/2026	0051950	KOESTER, JOSHUA	DIST126951996	2/1/2026	JURY PAYMENT	49.00	49.00
	2/24/2026	0051951	LOOK, JANETT	DIST126954682	2/1/2026	JURY PAYMENT	25.80	25.80
	2/24/2026	0051952	MATHES, KERA	DIST126955380	2/1/2026	JURY PAYMENT	28.70	28.70
	2/24/2026	0051953	MENCEL, THOMAS	DIST126944354	2/1/2026	JURY PAYMENT	14.35	14.35
	2/24/2026	0051954	MURRAY, CHRISTOPHER	DIST126961873	2/1/2026	JURY PAYMENT	25.80	25.80
	2/24/2026	0051955	O'BRYAN, KAYLA	DIST126982461	2/1/2026	JURY PAYMENT	22.90	22.90
	2/24/2026	0051956	PRATHER, JENNIFER	DIST126931828	2/1/2026	JURY PAYMENT	69.30	69.30
	2/24/2026	0051957	BRADLEY, COLLEEN	DIST126967605	2/1/2026	JURY PAYMENT	72.20	72.20
	2/24/2026	0051958	RIGGS, STEPHENIE	DIST126964512	2/1/2026	JURY PAYMENT	31.60	31.60
	2/24/2026	0051959	RUSSELL, EDWARD	DIST126973830	2/1/2026	JURY PAYMENT	21.45	21.45
	2/24/2026	0051960	SEELYE, BRENDA	DIST126955661	2/1/2026	JURY PAYMENT	40.30	40.30
	2/24/2026	0051961	STEWART, ELLIOT	DIST126931320	2/1/2026	JURY PAYMENT	60.60	60.60
	2/24/2026	0051962	STONE, RICHARD	DIST126967716	2/1/2026	JURY PAYMENT	15.80	15.80
	2/24/2026	0051963	VANDERGRIEND, ALICIA	DIST126948318	2/1/2026	JURY PAYMENT	54.80	54.80
	2/24/2026	0051964	WALDRON, MAGAN	DIST126949589	2/1/2026	JURY PAYMENT	54.80	54.80
	2/24/2026	0051965	FISHER, JULIA	DIST126944805	2/1/2026	JURY PAYMENT	49.00	49.00
	2/24/2026	0051966	FRANTZ, SARAH	DIST126963979	2/1/2026	JURY PAYMENT	46.10	46.10
	2/24/2026	0051967	GILBERT, CRISTINA	DIST126957948	2/1/2026	JURY PAYMENT	14.35	14.35
	2/24/2026	0051968	HEURING, ERIKA	DIST126886413	2/1/2026	JURY PAYMENT	22.90	22.90
	2/24/2026	0051969	HODGES, MARK	DIST126957870	2/1/2026	JURY PAYMENT	20.15	20.15
	2/24/2026	0051970	KISSEL, WILLIAM	DIST126927484	2/1/2026	JURY PAYMENT	75.10	75.10

Sub total for U S BANK: 1,305.30

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	2/24/2026	0001179	PACIFIC OFFICE EQUIPM 1172719	2/24/2026	CANON IRA4845 MAINTENAN	21.32	21.32
	2/24/2026	0001641	VERIZON WIRELESS 6134387418	2/24/2026	PROBATION OFFICER CELL	41.41	41.41
	2/24/2026	0023379	JUSTICE AUDIO VIDEO S(531372	2/24/2026	AUDIO RECORDING MAINTEN	7,329.18	7,329.18
	2/24/2026	0051722	DMCJA, JDG ANTHONY G 00020	2/24/2026	ANNUAL JUDICIAL DUES	660.00	660.00
Sub total for U S BANK:							8,051.91

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/24/2026	0035184	BELE, JEFFREY	JB 2-3-26	2/3/2026	ONSITE - SEPTIC SYSTEM	800.00	800.00
	2/24/2026	0051945	BOLDING, TIMOTHY	TB 2-4-26	2/4/2026	ONSITE - SEPTIC SYSTEM	275.00	275.00
	2/24/2026	0000336	CLALLAM CONSERVATIO	EPA25-PIC38	2/3/2026	WATER QUALITY - 01/2026 EC	85.75	85.75
	2/24/2026	0051944	EVANS & CHIVIS-EVANS,	BCSE 1-21-26	1/21/2026	ONSITE - SEPTIC SYSTEM	766.67	766.67
	2/24/2026	0000593	FORKS, CITY OF	COF 2-6-26	2/6/2026	ONSITE - BANNER RESERVA	125.00	125.00
	2/24/2026	0000700	HACH COMPANY	14830735	1/15/2026	WATER LAB - PROFESSIONA	3,267.00	3,267.00
	2/24/2026	0049281	HUNT, PAULA	PH 1-15-26	1/15/2026	ONSITE - SEPTIC SYSTEM	800.00	800.00
	2/24/2026	0051943	MASI, CHRISTI	CM 1-14-26	1/14/2026	ONSITE - SEPTIC SYSTEM	300.00	300.00
	2/24/2026	0001179	PACIFIC OFFICE EQUIPM	1172774	1/30/2026	ONSITE - COPIER 12542	179.85	
				1172775	1/30/2026	ADMIN - COPIER 12541	52.37	
				1172767	1/30/2026	WATER LAB - COPIER 9310	2.45	234.67
	2/24/2026	0051942	SABIN, LANCE & VICKI	LVS 1-2-26	1/2/2026	ONSITE - SEPTIC SYSTEM	800.00	800.00
	2/24/2026	0020849	U S BANK	7298 2-6-26 12	2/3/2026	ONSITE - NORTH PENINSULA	695.25	
				7298 2-6-26 1	1/14/2026	ONSITE - WASHINGTON ON-S	490.00	
				7298 2-6-26 2	1/14/2026	ONSITE - WASHINGTON ON-S	490.00	
				7298 2-6-26 3	1/14/2026	ONSITE - WASHINGTON ON-S	490.00	
				7298 2-6-26 11	1/31/2026	FOOD - LENOVO - CASES FO	261.14	
				7298 2-6-26 9	1/22/2026	ONSITE - COURTYARD BY M/A	197.92	
				4878 2-6-26 2	1/11/2026	ONSITE - AMAZON - OFFICE :	185.54	
				7298 2-6-26 5	1/22/2026	ONSITE - COURTYARD BY M/A	156.00	
				7298 2-6-26 8	1/22/2026	ONSITE - COURTYARD BY M/A	156.00	
				7298 2-6-26 6	1/22/2026	ONSITE - COURTYARD BY M/A	156.00	
				7298 2-6-26 10	1/22/2026	ONSITE - COURTYARD BY M/A	156.00	
				7298 2-6-26 7	1/22/2026	ONSITE - COURTYARD BY M/A	156.00	
				4902 2-6-26 1	1/13/2026	WATER QUALITY - FEDEX - P	78.57	
				4878 2-6-26 1	1/9/2026	ONSITE - AMAZON - OFFICE :	21.52	
				7298 2-6-26 4	1/22/2026	ONSITE- WSDOT GOOD TO G	5.50	3,695.44
	2/24/2026	0001641	VERIZON WIRELESS	6134708183-1	1/28/2026	WATER QUALITY - J STRIVEN	353.16	353.16
	2/24/2026	0001179	PACIFIC OFFICE EQUIPM	1172776	1/30/2026	HADM - WEST WORK ROOM	111.89	111.89

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/24/2026	0020849	U S BANK	5502-10 01-26-2	2/6/2026	HADM - HOME DEPOT - LADC	107.81
				5502-6 01-17-26	2/6/2026	HADM - AMAZON - CLEAR HA	107.68
				5502-7 01-23-26	2/6/2026	HADM - AMAZON - FILE FOLD	55.10
				5502-12 01-28-2	2/6/2026	HADM - AMAZON - LIGHT BUL	30.47
				5502-3 01-10-26	2/6/2026	HADM - AMAZON - FILE POCK	29.94
				5502-1 01-09-26	2/6/2026	HADM - AMAZON - FILE POCK	29.91
				5502-13 01-29-2	2/6/2026	HADM - AMAZON - BIG PENS	28.05
				5502-4 01-11-26	2/6/2026	HADM - AMAZON - BATTERIE	9.28
				5502-5 01-16-26	2/6/2026	HADM - AMAZON - BIG PENS	9.03
				5502-8 01-23-26	2/6/2026	HADM - AMAZON - CREDIT FC	-18.50
							388.77
	2/24/2026	0041598	AMAZON CAPITAL SERVI	1DNC-WLPD-13	2/1/2026	HOPS - WARMTH/HYGIENE S	4,111.48
				1L3W-R7YR-6W	2/4/2026	HOPS - WARMTH/HYGIENE S	-653.20
							3,458.28
	2/24/2026	0022148	CENTURYLINK BUSINES	768814746	1/24/2026	HOPS - FORKS OFFICE 1-800	8.62
							8.62
	2/24/2026	0000593	FORKS, CITY OF	CF 02-01-26	2/1/2026	HOPS - FORKS OFFICE UTILI	97.02
							97.02
	2/24/2026	0001179	PACIFIC OFFICE EQUIPM	1172770	1/30/2026	HOPS - HRHC COPIER	97.42
				1172771	1/30/2026	HOPS - PUBLIC HEALTH 1ST	68.52
				1172772	1/30/2026	HOPS - FORKS COLOR	15.90
				1172773	1/30/2026	HOPS - FORKS SINGLE COLC	3.90
							185.74
	2/24/2026	0001252	PORT ANGELES, CITY OF	131171-89524 0	1/31/2026	HOPS - HRHC UTILITIES - 12/	755.60
							755.60
	2/24/2026	0049218	SQUEAKY CLEAN SERVIC	381-2026	2/9/2026	HOPS - CLEANING/SANITIZIN	1,000.00
				382-2026	2/9/2026	HOPS - CLEANING/SANITIZIN	960.00
							1,960.00
	2/24/2026	0001499	TAYLOR COMMUNICATIO	V4163104	1/23/2026	HOPS - BIRTH CERTIFICATE I	183.15
							183.15

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/24/2026	0020849 U S BANK	5178-2 01-14-26	2/6/2026	HOPS - VERICOR - COOL CUI	3,202.94	
			9705-3 01-22-26	2/6/2026	HOPS - FELT RIGHT - SOUND	3,185.86	
			7988-2-3 02-05-26	2/6/2026	HOPS - WALMART - SLEEPIN	2,848.45	
			7988-1 01-07-26	2/6/2026	HOPS - WALMART - SLEEPIN	1,748.95	
			8010-6-7 02-03-26	2/6/2026	HOPS - COSTCO - OLIVE OIL,	737.80	
			4951-1 01-22-26	2/6/2026	HOPS - AMAZON - WAITING F	613.92	
			8010-1-2-3 01-01-26	2/6/2026	HOPS - COSTCO - PAPER TO	575.41	
			5178-4 01-15-26	2/6/2026	HOPS - TEMP STICK - TEMP S	538.00	
			8010-5 01-22-26	2/6/2026	HOPS - HOME DEPOT - CURT	489.85	
			5178-11 01-25-26	2/6/2026	HOPS - AMAZON - HAND DRY	311.27	
			4951-3 01-23-26	2/6/2026	HOPS - AMAZON - CHAIRS	253.34	
			5178-7 01-17-26	2/6/2026	HOPS - STARLINK - SUBSCRI	230.00	
			9705-1 01-12-26	2/6/2026	HOPS - AMAZON - MARKERS	217.32	
			5178-5 01-15-26	2/6/2026	HOPS - AMAZON - MOBILE W	210.71	
			9705-5 02-02-26	2/6/2026	HOPS - WITHIN REACH - REC	186.41	
			9705-2 01-14-26	2/6/2026	HOPS - STICKER GENIUS - A	183.00	
			4951-2 01-23-26	2/6/2026	HOPS - AMAZON - CHAIR	163.10	
			4969-1 01-13-26	2/6/2026	HOPS - USPS - STAMPS	156.00	
			8010-4 01-22-26	2/6/2026	HOPS - TARGET - CURTAINS	139.35	
			4951-4 01-23-26	2/6/2026	HOPS - AMAZON - AREA RUG	139.16	
			5178-10 01-23-26	2/6/2026	HOPS - AMAZON - TRAUMA B	136.96	
			9705-4 01-27-26	2/6/2026	HOPS - AMAZON - STADIOME	105.62	
			4951-5 01-25-26	2/6/2026	HOPS - AMAZON - TABLE, HA	103.41	
			5178-8 01-16-26	2/6/2026	HOPS - AMAZON - MONITOR	89.98	
			5178-6 01-14-26	2/6/2026	HOPS - HOME DEPOT - GAR	79.21	
			5178-3 01-15-26	2/6/2026	HOPS - AMAZON - MEDICAL T	69.55	
			4902-2 01-27-26	2/6/2026	HOPS - STARLINK - MINI N SL	50.00	
			4951-6 01-27-26	2/6/2026	HOPS - STARLINK - MINI J SU	50.00	
			4969-5 01-25-26	2/6/2026	HOPS - AMAZON - POSTITS, I	48.39	
			5178-9 01-17-26	2/6/2026	HOPS - AMAZON - GRABBER,	34.04	
			5502-2 01-12-26	2/6/2026	HOPS - AMAZON - PLASTIC T	32.49	
			4969-2 01-22-26	2/6/2026	HOPS - AMAZON - POSTITS	30.91	
			5178-1 01-07-26	2/6/2026	HOPS - AMAZON - SHREDDEI	23.53	
			4969-3 01-23-26	2/6/2026	HOPS - AMAZON - TISSUE	19.23	
			4969-4 01-23-26	2/6/2026	HOPS - AMAZON - POSTITS	16.16	17,020.32

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/24/2026	0001641	VERIZON WIRELESS	6134708183-2	1/28/2026	HOPS - HHS CELL PHONES	1,060.86	1,060.86
	2/24/2026	0001767	WEST WASTE & RECYCL	0000377984	1/31/2026	HOPS - GARBAGE COLLECTI	52.85	52.85
	2/24/2026	0001433	SERENITY HOUSE OF CL	11322-25-SHCC	2/4/2026	HTF - SHELTER AIDES FUNDI	19,351.24	19,351.24
	2/24/2026	0035484	ADVANCED COMPUTER T	0000030875	1/30/2026	CD/MH - HOSTING & MAINTEI	5,201.00	
				0000030874	1/30/2026	CD/MH - HOSTING & MAINTEI	5,201.00	10,402.00
	2/24/2026	0046310	OLYMPIC ANGELS	11323-26-TOA 1	2/5/2026	CD/MH - DARE TO DREAM AN	1,000.10	1,000.10
	2/24/2026	0000396	CONCERNED CITIZENS	CC STATE 01-26	2/10/2026	DDD - STATE CONTRACT - JA	70,078.50	
				CC PASD 01-26	2/5/2026	DDD - PASD - JANUARY 2026	3,840.00	
				CC SSD 01-26	2/5/2026	DDD - SSD - JANUARY 2026	2,140.00	
				11331-24-CC-BT	2/10/2026	DDD - BRIDGES TO THE FUTU	400.00	
				11331-24-CC-CF	2/10/2026	DDD - CHILD FIND AND OUTR	400.00	
				11331-24-CC-FA	2/10/2026	DDD - FUN ACTIVITIES AND C	400.00	77,258.50
	2/24/2026	0001685	W.I.S.E.	11161	1/31/2026	DDD - PROFESSIONAL SERVI	2,535.00	2,535.00
Sub total for U S BANK:								147,332.63

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/24/2026	0001136	OLYMPIC MEDICAL CENT	9712109102180	2/11/2026	PRE EMPLOYMENT TESTING	1,186.00	1,186.00
	2/24/2026	0001179	PACIFIC OFFICE EQUIPM	1172760	2/11/2026	HR/RM/PAYROLL COPY MACH	223.01	
				1172759	2/11/2026	PUBLIC RECORDS COPY MACH	24.96	247.97
	2/24/2026	0001641	VERIZON WIRELESS	6134387430	2/11/2026	CELLULAR PHONES	78.48	78.48
	2/24/2026	0001680	WA COUNTIES RISK POO	C260131012	2/11/2026	INCURRED CLAIM COSTS	3,356.22	
				C260131013	2/11/2026	INCURRED CLAIM COSTS	2,784.50	
				C260131015	2/11/2026	INCURRED CLAIM COSTS	526.60	
				C260131014	2/11/2026	INCURRED CLAIM COSTS	52.50	6,719.82
	2/24/2026	0020849	U S BANK	100258083	2/11/2026	PRE EMPLOYMENT TESTING	646.75	
				2/2/26 CLALL	2/11/2026	PRE EMPLOYMENT BACKGR	269.00	
				P13732512	2/11/2026	PRE EMPLOYMENT TESTING	228.62	
				1/16/26 CLALL	2/11/2026	PRE EMPLOYMENT BACKGR	132.00	
				4918498S185	2/11/2026	SECURE MOBILE SHRED	109.90	
				114-8393073-29	2/11/2026	PUBLIC RECORDS OFFICE SI	104.52	
				422934901	2/11/2026	PRE EMPLOYMENT VERIFICA	39.95	
				423112691	2/11/2026	PRE EMPLOYMENT VERIFICA	32.45	
				114-4509986-27	2/11/2026	PUBLIC RECORDS OFFICE SI	25.04	
				14037	2/11/2026	WAPRO DUES- JESSE MAJO	25.00	
				13778	2/11/2026	WAPRO DUES- JENNIFER LIN	25.00	
				423340802	2/11/2026	PRE EMPLOYMENT VERIFICA	24.95	
				425567637	2/11/2026	PRE EMPLOYMENT VERIFICA	24.95	
				421931203	2/11/2026	PRE EMPLOYMENT VERIFICA	19.95	
				422153622	2/11/2026	PRE EMPLOYMENT VERIFICA	19.95	
				422286025	2/11/2026	PRE EMPLOYMENT VERIFICA	19.95	
				422482410	2/11/2026	PRE EMPLOYMENT VERIFICA	19.95	
				422910179	2/11/2026	PRE EMPLOYMENT VERIFICA	19.95	
				424593098	2/11/2026	PRE EMPLOYMENT VERIFICA	19.95	1,807.83
	2/24/2026	0025324	CEDAR GROVE COUNSEL	17919	2/11/2026	PRE EMPLOYMENT TESTING	225.00	225.00
	2/24/2026	0035753	LOOMIS ARMORED US, L	13897441	2/11/2026	ARMORED VEHICLE-TREASU	1,525.73	1,525.73
	2/24/2026	0037692	SEBRIS BUSTO JAMES	85475	2/11/2026	LEGAL SERVICES	4,257.50	
				85446	2/11/2026	LEGAL SERVICES	162.50	
				85445	2/11/2026	LEGAL SERVICES	130.00	4,550.00
	2/24/2026	0048305	MASON, KENNEDY	272026	2/11/2026	PRE EMPLOYMENT PAT TEST	660.00	660.00
	2/24/2026	0048906	DR PANZA LLC	51K33707	2/11/2026	PRE EMPLOYMENT TESTING	585.00	585.00

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	2/24/2026	0049145	HARLOWE & FALK LLP	73769	2/11/2026	LEGAL SERVICES	997.50	997.50
Sub total for U S BANK:							18,583.33	

HR Payroll

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<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	2/24/2026	0016373	WESTERN CONFERENCE PENJAN26	2/9/2026	TEAMSTERS PENSION TRUS	7,736.81	7,736.81
						Sub total for U S BANK:	7,736.81

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/24/2026	0000268	ASTOUND	103951201-0012	2/11/2026	CPI - FIBER COMBINED	4,097.61	4,097.61
	2/24/2026	0001179	PACIFIC OFFICE EQUIPM	1172732	2/11/2026	IT COPY COUNTS	19.81	19.81
	2/24/2026	0001641	VERIZON WIRELESS	6134387416	2/11/2026	IT CELL & DATA PLANS	311.47	311.47
	2/24/2026	0020849	U S BANK	4000446076	2/11/2026	IT20260124 2-YEARS SSL WIL	1,045.42	
				254389BF-0003	2/11/2026	IT20260112 - OOPENAI - CHA	653.40	
				3996135114	2/11/2026	IT20260119 CLALLAM.NET S	522.71	
				67312868-85852	2/11/2026	IT2020209 STARLINK	410.00	
				113-8859233-71	2/11/2026	IT20260114R (PARTIAL ORDE	295.59	
				DUR12AN66565	2/11/2026	IT20260106 - SLIDETEAM (2) I	279.99	
				93191805	2/11/2026	IT20260121 - ACCIS MEMBER	225.00	
				B1-438028810	2/11/2026	SHER20260209	164.99	
				K870147170	2/11/2026	IT20260202 - WARRANTY REI	148.14	
				112-8800151-52	2/11/2026	IT20260114A	69.13	
				113-0059584-48	2/11/2026	IT20260114R - PHN WALL MO	28.97	
				112-1868237-38	2/11/2026	IT20260203 - OFC SUPPLIES	28.66	3,872.00
	2/24/2026	0050999	BONEBRAKE, JACOB	021126-JB	2/11/2026	BUSINESS MILEAGE	111.07	111.07
Sub total for U S BANK:								8,411.96

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/24/2026	0000159	BOB BARKER CO INC	INV2208413	2/4/2026	DET SUPPLIES	611.76
				INV2208843	2/5/2026	DET SUPPLIES	104.88
	2/24/2026	0001179	PACIFIC OFFICE EQUIPM	1172973	1/30/2026	EQUIP-REPAIR/MAINT	176.57
				1172977	1/30/2026	EQUIP-REPAIR/MAINT	68.73
				1172976	1/30/2026	EQUIP-REPAIR/MAINT	48.00
				1172974	1/30/2026	EQUIP-REPAIR/MAINT	11.60
				1172975	1/30/2026	EQUIP-REPAIR/MAINT	7.29
							312.19
	2/24/2026	0001252	PORT ANGELES, CITY OF	72927-155134.0	1/31/2026	UTILITIES-CITY OF PA	5,241.10
	2/24/2026	0001697	WA ST CRIMINAL JUSTICI	201142484	1/26/2026	TRAVEL/TRAINING	691.97
							691.97
	2/24/2026	0020849	U S BANK	4713124634	12/31/2025	UTILITIES-CITY OF PA	2,500.00
				4713127690	12/31/2025	UTILITIES-CITY OF PA	1,874.03
				059536	2/4/2026	DET FOOD	395.87
				91711	1/26/2026	TRAVEL/BUSINESS	341.64
				817918	1/17/2026	TRAVEL/BUSINESS	274.54
				31432209	1/14/2026	DET SUPPLIES	234.77
				917918-2	1/18/2026	TRAVEL/BUSINESS	-28.03
				72927-155134Cf	11/28/2025	UTILITIES-CITY OF PA	-4,849.93
							742.89

Bank : apbank U S BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/24/2026	0020849	U S BANK				
			96014874	2/3/2026	DET SUPPLIES	206.42	
			069450	1/20/2026	DET FOOD & DET SUPPLIES	188.73	
			8461028	1/13/2026	DET SUPPLIES	181.55	
			915-0007	2/1/2026	SOFTWARE LICENSE-CASA M	135.00	
			95014364	2/3/2026	DET SUPPLIES	132.75	
			5185819	2/3/2026	DET SUPPLIES	129.00	
			64277765	2/3/2026	TRAVEL/BUSINESS-GOOD TC	100.00	
			3148253	1/22/2026	DET SUPPLIES	94.69	
			W1263281	1/15/2026	DET SUPPLIES	84.90	
			4918489S185	2/1/2026	PRO SVCS-LEMAY MOBILE SI	82.50	
			31598848	2/4/2026	DET SUPPLIES	79.38	
			28550892	1/20/2026	DET FOOD & DET SUPPLIES	68.12	
			981183	1/18/2026	TRAVEL/BUSINESS	55.24	
			87828	1/18/2026	TRAVEL/BUSINESS	53.64	
			2010608	2/3/2026	DET SUPPLIES	52.16	
			0473827	1/14/2026	DET SUPPLIES	52.11	
			817918-1	1/18/2026	TRAVEL/BUSINESS	49.85	
			516526	1/29/2026	TRAVEL/TRAINING	44.66	
			4596239	2/1/2026	DET SUPPLIES	41.36	
			0702667	1/15/2026	DET SUPPLIES	41.28	
			5645000	1/20/2026	DET SUPPLIES	21.77	
			001669	1/18/2026	TRAVEL/BUSINESS	19.70	
			035260	1/16/2026	TRAVEL/BUSINESS	19.70	
			00084402	1/17/2026	OFFICE SUPPLIES	14.63	
			016146	1/7/2026	AWARDS & RECOGNITIONS	10.00	
			048323	1/7/2026	REGISTRATION-FOOD HANDI	10.00	
			021980	2/4/2026	REGISTRATION-FOOD HANDI	10.00	
			014436	1/20/2026	REGISTRATION-FOOD HANDI	10.00	
			087123	1/20/2026	REGISTRATION-FOOD HANDI	10.00	
			023019	1/17/2026	TRAVEL/BUSINESS	9.82	2,008.96
	2/24/2026	0046324	WALTER E NELSON CO, (INVSEA1111589	2/7/2026	DET SUPPLIES	46.72	46.72
	2/24/2026	0046683	ODP BUSINESS SOLUTIO 456095226001	2/2/2026	OFFICE SUPPLIES	108.37	108.37
Sub total for U S BANK:							9,868.84

Nox Weeds

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/24/2026	0020849	U S BANK	US Bank2026 2	2/6/2026	MAILING NWCB PACKETS	2,505.22	2,505.22
	2/24/2026	0028699	SOUND PUBLISHING INC	PDN1025821	2/3/2026	NOTICE IN PDN FOR START C	34.86	
				SEQ1025822	2/4/2026	NOTICE IN THE SEQUIM GAZ	12.60	47.46
Sub total for U S BANK:								2,552.68

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/24/2026	0000034	AIR FLO HEATING CO	269416288	2/10/2026	2009FAC VAV AIR SYT BOXES	5,998.21	
				269406819	2/10/2026	2009FAC VAV AIR SYT BOXES	3,356.30	9,354.51
	2/24/2026	0000047	ALLFORM WELDING	215	2/11/2026	JUV BUNK REPAIR	781.92	781.92
	2/24/2026	0000091	ANGELES MILLWORK & L	384766	2/12/2026	2602PR DUNG TRL PRSR TR1	128.38	
				384746	2/12/2026	FG HCKSW BLD FRAME JIG S	53.11	
				38415	2/10/2026	FG BRAD NAILS	51.16	
				3183	2/10/2026	JAIL NAIL ADHESIVE	24.13	
				3194	2/10/2026	2505CH SEC SFTY ADHSV INI	12.83	
				384273	2/10/2026	FG LOCK STRIKE	5.98	275.59
	2/24/2026	0000114	ARROW SEPTIC PUMPIN	s2260	2/12/2026	SMPK FWB SANIKAN	115.00	
				s2259	2/12/2026	DRA SANIKAN	110.00	
				s2261	2/12/2026	SMPK RDG SANIKAN	110.00	335.00
	2/24/2026	0000196	BILLS PLUMBING & SANIT	s1714	2/10/2026	DRA SANIKAN	110.00	110.00
	2/24/2026	0000359	CLALLAM COUNTY PUBLI	1480 1/26	2/10/2026	CB SEWER	168.55	168.55
	2/24/2026	0000359	CLALLAM COUNTY PUBLI	2026.007r	2/10/2026	2602PR DT S GRAY LABOR	101.23	101.23
	2/24/2026	0000359	CLALLAM COUNTY PUBLI	2026.019SC	2/10/2026	CB DRA SMPK DEC GAIL OIL	41.16	41.16
	2/24/2026	0000363	CLALLAM COUNTY SHER	CCSO 1.21.26	2/10/2026	DRA M CPR TRNG J GRAHM I	41.67	41.67
	2/24/2026	0000427	CRESCENT WATER ASSC	507 1/26	2/10/2026	SC JAN WATER	458.89	
				459 1/26	2/10/2026	FWB JAN WATER	55.00	513.89
	2/24/2026	0000677	GRAINGER INC	9784783145	2/11/2026	CH SHOP VAC IMPACT DRIVE	496.98	
				9783273577	2/11/2026	2009PT ROPE	85.31	
				9784783137	2/11/2026	CH LUBRICANT	59.44	
				9798161197	2/11/2026	CH HAND LAMP AC ADAPT	50.10	
				9784103526	2/11/2026	CH INSIDE COVER	28.88	
				9779758565	2/11/2026	CH FAUCET SPOUT RINGS	26.70	747.41
	2/24/2026	0000821	JOHN DEERE AG & TURF	117873127	2/11/2026	2602PR DUNG TRL MOWER &	9,763.07	9,763.07
	2/24/2026	0001179	PACIFIC OFFICE EQUIPM	1172758	2/11/2026	ADM COPIER SERV	364.03	
				1172539	2/11/2026	2505CH SEC SFTY ENTRYWA	176.91	540.94
	2/24/2026	0001187	PAPE MACHINERY INC	16648141	2/11/2026	SMPK OIL FILTERS SPARK PL	552.33	
				16648196	2/10/2026	SMPK FILTER ELEM	69.97	622.30
	2/24/2026	0001198	PART WORKS INC, THE	INV127911	2/11/2026	JV AUTO VENT	313.54	
				INV127430	2/11/2026	FG ELONG FLOORMNT TOILE	243.82	
				INV127875	2/11/2026	JUV FLOW CNTRL SPNDL AU	148.60	705.96

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/24/2026	0001252	PORT ANGELES, CITY OF	63871-98716 1/2	2/11/2026	CH JAN UTIL & GARBAGE	19,842.49	
				63871-147906 1	2/11/2026	CH JAN UTIL	3,715.70	
				60327-89776 1/2	2/11/2026	3RD ST JAN UTIL & GARBAGE	885.78	
				63871-161038 1	2/11/2026	CH EVSE JAN UTIL	80.21	24,524.18
	2/24/2026	0001253	PORT ANGELES SOLID W	1342531	2/11/2026	2602PR DUNG TRL DUMP FEI	38.67	
				1342462	2/11/2026	FG DUMP FEE	18.05	56.72
	2/24/2026	0001300	PUBLIC UTILITY DISTRICT	22216 1/26	2/11/2026	CDJ JAN ELECT	431.90	
				25837 1/26	2/11/2026	DRA JAN ELECT	373.46	
				43120 1/26	2/11/2026	RH JAN ELECT	345.26	
				25839 1/26	2/11/2026	DRA JAN ELECT	248.83	
				25840 1/26	2/11/2026	DRA JAN ELECT	180.49	
				57419 1/26	2/11/2026	DL JAN ELECT	158.30	
				25838 1/26	2/11/2026	DRA JAN ELECT	54.73	
				13424 1/26	2/11/2026	SMPK FWB JAN ELECT	53.56	
				67069 1/26	2/11/2026	SMPK CLINE UNMETERED LI	25.19	
				54219 1/26	2/11/2026	SMPK LKPLSNT UNMETERED	15.09	1,886.81
	2/24/2026	0001540	SWAIN'S GENERAL STOR	354472	2/12/2026	M TROY BLAINE UNIFORM PA	141.29	
				353621	2/11/2026	M UNIFORM PANT X2 J DUNN	114.06	
				353872	2/11/2026	FG UNIFORM PANT X2 B IVY	108.62	
				354170	2/11/2026	CH SPOT REMOVER DUCT T/	33.88	
				354442	2/12/2026	JAIL TOGGLE BOLT	26.06	
				353793	2/11/2026	CH RECUE TAPE CLIP	15.18	
				354377	2/11/2026	CH DBLE LOOP CHAIN DISC	14.59	
				354238	2/11/2026	VET CAULKING CAP CAULK	11.91	465.59
	2/24/2026	0001576	THURMAN SUPPLY	972016	2/11/2026	DRA OUTLET ADPTR FUEL CY	92.57	
				973705	2/11/2026	FG CLOSE NPL BRS PIPE SE	44.10	136.67
	2/24/2026	0001641	VERIZON WIRELESS	6134387429	2/11/2026	ADM FG CELLPHONES	156.96	156.96
	2/24/2026	0001767	WEST WASTE & RECYCL	00000378059	2/10/2026	CDJ CB SMPK LKPLSNT JAN	267.92	267.92
	2/24/2026	0003114	SEQUIM-DUNGENESS VA	9587	2/11/2026	FG ANNUAL DUES	205.00	205.00
	2/24/2026	0003431	HI-TECH SECURITY, INC.	104498	2/10/2026	JAIL RESET FIRE ALARMS	190.58	190.58
	2/24/2026	0019740	PENINSULA FIRE INC.	78649	2/11/2026	FG KITCHEN FIRE SUPP INSF	407.12	407.12

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/24/2026	0020849	U S BANK		WoodSplitter 719	2,499.99	
				2/11/2026	2602PR DUNG TRL WOOD SF	706.76	
				2/11/2026	2602PR DUNG TRLS TOOL KI	629.19	
				2/11/2026	VET NOV UTIL	448.26	
				2/11/2026	2602PR DUNG TRL TRAILER /	445.22	
				2/11/2026	2602PR DUNG TRL HAND HEI	354.95	
				2/11/2026	CB DEC ELECT & WATER	338.13	
				2/11/2026	CB JAN ELECT & WATER	253.66	
				2/11/2026	2602PR DUNG TRL SOCKETS	239.63	
				2/11/2026	CDJ W SWETLOW TRNG EXA	228.99	
				2/11/2026	2602PR DUNG TRL TRAILER I	179.67	
				2/11/2026	CH M TONER CTRG WTR OP	149.95	
				2/11/2026	DL DEC ELECT	140.60	
				2/11/2026	DL NOV UTIL	132.20	
				2/11/2026	M T MCCULLOCH WTR SYS T	103.44	
				2/11/2026	CDJ SATELLITE INTERNET	98.43	
				2/11/2026	SC SATELLITE INTERNET	97.00	
				2/11/2026	FG 2026 FAIR MEMBERSHIP I	65.75	
				2/11/2026	2602PR DUNG TRL REGISTR	32.50	
				2/11/2026	CH BRAILLE SIGNS FOR ELE	20.09	
				2/11/2026	SMPK LKPLSNT UNMETEREC	18.80	
				2/11/2026	ADM OFFICE SUPPLIES	15.09	
				2/11/2026	SMPK LKPLSNT UNMETEREC	15.09	
				2/11/2026	SMPK LKPLSNT UNMETEREC	15.09	
				2/11/2026	SMPK LKPLSNT UNMETEREC	10.95	
				2/11/2026	M TRAVEL T BLAINE	9.23	7,248.66
				2/11/2026	ADM OFFICE SUPPLIES		
	2/24/2026	0026936	SITKUM TREE SERVICE	9146	2010PR SC EMERGENT TREE	4,982.18	4,982.18
	2/24/2026	0027917	COMMERCIAL REPAIR	932306	JAIL COOLER REPAIR	413.16	413.16
	2/24/2026	0028699	SOUND PUBLISHING INC	8187305	CDJ PDN ADVERT 1/31 WKEN	505.00	
				PDN1024879	ADM RFQ NTC ADVERT	265.60	770.60
	2/24/2026	0035592	CAMPLIFE INC	23516531	DRA SC JAN ONLINE RESERV	8,370.00	8,370.00
	2/24/2026	0035842	CLALLAM CO PARKS CRE	WorldPay Cmplf	DRA SC JAN CC FEES	17,538.23	
				WorldPay Vntk 1	DRA SC VENTEK JAN CC FEE	348.27	17,886.50
	2/24/2026	0037116	ASSA ABLOY ENTRANCE	SCI 84404	2505CH SFTY ASSMNT SLIDE	722.74	722.74
	2/24/2026	0038174	COASTAL FARM & RANCH	3166	2009PT CB RING TOP POST	190.30	190.30

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/24/2026	0038937	MOBILE PRESSURE CLEANING 629505	2/11/2026	JV KITCHEN HOOD CLEANING	490.05	490.05
	2/24/2026	0039486	LEGACY POWER SYSTEMS 262300350011	2/11/2026	CH GENERATOR INSP & SERVIC	2,477.48	
			262300350012	2/11/2026	JUV GENERATOR INSPECTIO	2,118.11	
			262300350013	2/11/2026	3RD ST GENERATOR INSPEC	539.06	5,134.65
	2/24/2026	0041504	IML SECURITY SUPPLY 4889751	2/11/2026	CH PADLOCKS BOTTOM PIN	317.33	
			4908828	2/11/2026	CH LOCK SUPPLIES PINS	130.11	447.44
	2/24/2026	0041765	CALL LUKE LLC 6251	2/10/2026	CIB/WSU JUV OUTSIDE PERM	239.58	
			6233	2/10/2026	3RD BAIT & STATIONS	127.41	366.99
	2/24/2026	0041995	CASCADIA WATER LLC 3401 1/26	2/10/2026	DRA DEC JAN WATER	985.56	985.56
	2/24/2026	0046324	WALTER E NELSON CO, (INVSEA1110327	2/11/2026	CH TOWELS ENZYME	538.80	
			INVSEA1109996	2/11/2026	SMPK 2 PLY BOWL CLEANER	458.91	
			INVSEA1108586	2/11/2026	CH SWING TOP LID	103.31	
			INVSEA1107353	2/11/2026	SC MICROFIBER MOP	30.90	1,131.92
	2/24/2026	0046683	ODP BUSINESS SOLUTIONS 457131802001	2/11/2026	FG OFFICE SUPPLIES	255.48	255.48
	2/24/2026	0048713	ON TIME SPORTS 137637	2/11/2026	FG ADVERTISING	399.00	399.00
	2/24/2026	0051171	CONSERVATION TECHNICAL 1269	2/10/2026	2507PR MSTR PLN CONSULT.	4,045.00	4,045.00
Sub total for U S BANK:							106,240.98

Prosecutor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/24/2026	0001149	OLYMPIC STATIONERS IN 97689	2/11/2026	SIGNATURE STAMP	44.65	44.65
	2/24/2026	0001179	PACIFIC OFFICE EQUIPM 1172761	2/11/2026	POE CONTRACT	332.52	332.52
	2/24/2026	0020849	U S BANK				
			853022060	2/11/2026	WESTLAW	3,594.00	
			853093281	2/11/2026	WESTLAW	557.48	
			659200	2/11/2026	HOTEL DEPOSIT	339.57	
			157547940	2/11/2026	HOTEL STAY	303.86	
			7240237	2/11/2026	OFFICE SUPPLIES	260.76	
			659161	2/11/2026	HOTEL DEPOSIT	241.27	
			659218	2/11/2026	HOTEL DEPOSIT	241.27	
			1804636	2/11/2026	LEMAY SHREDDING	159.80	
			157547941	2/11/2026	HOTEL STAY FOR WITNESS	151.93	
			4330608	2/11/2026	OFFICE SUPPLIES	149.47	
			7396231	2/11/2026	OFFICE SUPPLIES	116.86	
			0762453	2/11/2026	POSTAGE	66.52	
			4322620	2/11/2026	OFFICE SUPPLIES	61.08	
			9446658	2/11/2026	OFFICE SUPPLIES	57.36	
			791679460 2/11/	2/11/2026	BEEN VERIFIED	57.11	
			2237810	2/11/2026	OFFICE SUPPLIES	55.84	
			1798660	2/11/2026	OFFICE SUPPLIES	54.81	
			5654624	2/11/2026	OFFICE SUPPLIES	38.10	
			1803705	2/11/2026	LEMAY SHREDDING	27.50	
			1768242286409	2/11/2026	WITNESS CLOTHING	17.40	
			0084229	2/11/2026	OFFICE SUPPLIES	14.98	
			1153806	2/11/2026	OFFICE SUPPLIES	13.93	6,580.90
	2/24/2026	0046683	ODP BUSINESS SOLUTIO 454408272001	2/11/2026	OFFICE SUPPLIES	85.81	
			454452579001	2/11/2026	OFFICE SUPPLIES	49.54	135.35
Sub total for U S BANK:							7,093.42

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/24/2026	0000848	PAPE KENWORTH NORTH	15915687	2/4/2026	PARTS FOR 200 200	826.55
				15912558	2/3/2026	PARTS FOR 238 238	101.80
							928.35
	2/24/2026	0001187	PAPE MACHINERY INC	16620891	1/21/2026	PARTS FOR 844 844	281.20
	2/24/2026	0001252	PORT ANGELES, CITY OF	934-358 0226	2/14/2026	UTILITIES FOR 1033 W LAURI	2,285.91
	2/24/2026	0001300	PUBLIC UTILITY DISTRICT	22716-020326	2/3/2026	01/26 384 FRONTIER ST COU	222.11
	2/24/2026	0001405	LES SCHWAB TIRE CENT	38000979084	1/8/2026	PARTS FOR 17 17	363.57
	2/24/2026	0001457	SME SOLUTIONS LLC	2313523	12/31/2025	FICH - REPAIRS TO FUEL SYS	27,631.87
				2313527	12/31/2025	FICH - DIESEL PUMP WORK (1,090.63
							28,722.50
	2/24/2026	0001542	SWANSONS REPAIR	0179343	1/12/2026	PARTS FOR 207 207	37.05
	2/24/2026	0001781	WHITEHEADS AUTO PAR	336332	2/5/2026	PARTS FOR 160 160	144.71
				336333	2/5/2026	PARTS FOR 160 160	141.44
							286.15
	2/24/2026	0004211	CENTURYLINK	334063592-0226	2/6/2026	360-452-4766 FICH 20-FICH	109.32
	2/24/2026	0004448	DAREN'S POINT S TIRE &	0105260	2/9/2026	TIRES FOR S342 S342	869.42
				0105336	2/10/2026	TIRES FOR S355 S355	642.91
							1,512.33
	2/24/2026	0020849	U S BANK	9257-257335	1/22/2026	PULLTARPS - PARTS FOR 204	513.10
				7844-4297850	1/12/2026	AMZ - CEILING FAN AND MEC	190.02
				7330-5881040	1/14/2026	DOCUMENT SCANNER FOR E	152.45
				3063-1563669	1/8/2026	RANEYS - PARTS FOR 212 21	152.02
				9257-4525065	1/8/2026	AMZ - CB MICROPHONES	97.86
				7844-7730628	1/21/2026	AMZ - SHOP SUPPLIES	97.10
				7844-8749042	1/26/2026	AMZ - RUST CORROSION SU	63.61
				3063-605565	1/22/2026	FRIDAY PARTS - PARTS FOR	58.54
				3063-0122026	1/22/2026	AMZ - PARTS FOR 200 200	39.18
				3063-6007431	1/8/2026	AMZ - SHIFT LEVER FOR 212	38.00
				7844-4929839	1/21/2026	AMZ - CLEANING SUPPLIES	14.68
				7844-6636274	1/22/2026	AMZ - TRUCK LIFT SWITCH 2	10.85
				3063-5024574	1/21/2026	HOME DEPOT - PARTS FOR 2	7.41
							1,434.82
	2/24/2026	0022435	RACE STREET AUTO PAR	740437	2/9/2026	PARTS FOR PA STORES	546.26
				740590	2/10/2026	PARTS FOR PA STORES	413.85
				740249	2/6/2026	PARTS FOR PA STORES	160.24
				740218	2/6/2026	PARTS FOR OPNET OPNET	118.69
				740589	2/10/2026	PARTS FOR 238 238	66.60
				740648	2/10/2026	PARTS FOR MP198 MP198	50.44
				740465	2/9/2026	PARTS FOR PA STORES	20.26
							1,376.34

Bank : apbank U S BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/24/2026	0036098	O'REILLY AUTO PARTS	2750-194930	2/6/2026	PARTS FOR OPNET 20-BILL	198.91	
				2750-194963	2/6/2026	PARTS FOR 16 16	186.78	
				2750-195698	2/11/2026	PARTS FOR MP198 MP198	139.55	
				2750-195395	2/9/2026	PARTS FOR 183 183	137.82	
				2750-194847	2/5/2026	PARTS FOR OPNET 20-BILL	134.45	
				2750-195592	2/10/2026	PARTS FOR IMPALA IMPALA	30.40	827.91
	2/24/2026	0041605	HD SUPPLY	9245240568	1/26/2026	JANITORIAL SUPPLIES ~ PA	103.41	103.41
	2/24/2026	0042561	ALL BATTERY SALES & SI	116546-1	2/4/2026	BATTERIES ~ SQ STORES	339.66	339.66
	2/24/2026	0042872	PROPANE NORTHWEST	1520726681	2/9/2026	PROPANE ~ LC	446.85	446.85
	2/24/2026	0043469	PETROCARD	0579424-IN	2/4/2026	DYED DIESEL ~ PA	14,446.17	
				0579679-IN	2/9/2026	UNLEADED FUEL ~ PA	3,834.09	
				0315659-IN	2/10/2026	UREA FUEL ~ LC	748.54	
				0315268-IN	2/4/2026	FUEL GAUGE STICKS FOR FI	49.36	19,078.16
	2/24/2026	0045842	CINTAS CORPORATION #	5317642313	2/10/2026	SHOP SANITATION ~ PA SHOI	73.68	73.68
	2/24/2026	0049733	VESTIS SERVICES LLC	5120829173	2/3/2026	LAUNDRY SERVICES ~ ER&R	27.49	
				5120832739	2/10/2026	LAUNDRY SERVICES ~ ER&R	18.50	
				5120825502	1/27/2026	LAUNDRY SERVICES ~ ER&R	16.33	62.32
	2/24/2026	0050591	NOREGON SYSTEMS LLC	INV00305172	2/6/2026	JPRO - VEH FAULT GUIDE YR	2,394.72	2,394.72
Sub total for U S BANK:							60,886.36	

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/24/2026	0000546	EXPRESS SERVICES, INC	33498036-10101	2/11/2026	EXPRESS 02/02-02/08 MACIO	959.32	959.32
	2/24/2026	0000885	LAKESIDE INDUSTRIES, I	347737	1/10/2026	LAKESIDE - EZ STREET ASPH	1,427.18	
				348205	1/17/2026	LAKESIDE - EZ STREET ASPH	350.66	
				347738	1/10/2026	LAKESIDE - EZ STREET ASPH	245.46	2,023.30
	2/24/2026	0001253	PORT ANGELES SOLID W	1338691	1/14/2026	CITY OF PA DUMP FEES	324.56	
				1338765	1/14/2026	CITY OF PA DUMP FEES	322.12	
				1338737	1/14/2026	CITY OF PA DUMP FEES	295.28	
				1338788	1/14/2026	CITY OF PA DUMP FEES	226.95	
				1338805	1/14/2026	CITY OF PA DUMP FEES	82.97	
				1336974	1/5/2026	CITY OF PA DUMP FEES	43.93	
				1341009	1/26/2026	CITY OF PA DUMP FEES	39.04	
				1340285	1/22/2026	CITY OF PA DUMP FEES	19.52	1,354.37
	2/24/2026	0001300	PUBLIC UTILITY DISTRICT	30702-020426	2/4/2026	01/01-01/31/2026 66 LOWER C	55.24	55.24
	2/24/2026	0001688	WA ST ASSOC OF COUNT	GD2026-195	1/1/2026	2026 TRANSPORTATION DUE	2,816.00	2,816.00
	2/24/2026	0004211	CENTURYLINK	300510791-0206	2/6/2026	360-374-5282 01/2026	398.91	
				300561356-0206	2/6/2026	360-963-2792 01/2026	157.32	556.23
	2/24/2026	0019747	CORAL SALES COMPANY	INV-82769	1/20/2026	MAINTENANCE SUPPLIES - P	71.16	71.16
	2/24/2026	0020849	U S BANK	3953-WCIDPRA	2/4/2026	WCI OLYMPIC DISPOSAL	454.01	
				7844-1268210	1/7/2026	AMAZON- MAINTENACE SUPI	218.88	
				8427-685243	1/16/2026	DOL- CDL LICENSING	213.38	
				3953-8442627	11/4/2025	AMAZON OFFICE SUPPLIES	166.50	
				5510-4585836	1/21/2026	AMAZON - SUPPLIES SQ	150.71	
				5510-092441	1/28/2026	WA STATE FERRIES -SQ	142.95	
				5510-018767	1/28/2026	WA STATE FERRIES -SQ	131.90	
				5510-3855428	1/8/2026	AMAZON MAINTENACE SUPP	85.79	
				8427-VQ447K	1/15/2026	IDENTOGO - CDL HAZMAT	85.25	
				3953-9554626	1/27/2026	AMAZON -SUPPLIES ENGR	65.09	
				3953-2457815	1/5/2026	AMAZON - SUPPLIES RW	42.46	
				3953-PRIME-02	2/6/2026	AMAZON PRIME	16.32	
				9257-PRIME-02	2/6/2026	AMAZON PRIME	16.32	
				3953-0460235	1/6/2026	AMAZON -OFFICE SUPPLIES	14.49	1,804.05
	2/24/2026	0040272	MATT'S TOOLS USA LLC	158805	2/10/2026	MAINTENANCE SUPPLIES- P/	43.56	43.56
	2/24/2026	0041605	HD SUPPLY	9245223223	1/25/2026	MAINTENANCE SUPPLIES - P	64.10	
				9245382480	1/29/2026	MAINTENANCE SUPPLIES PA	54.45	118.55

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/24/2026	0045842	CINTAS CORPORATION # 5317642313-101	2/10/2026	MAINTENANCE SUPPLIES - P	36.85	36.85
	2/24/2026	0049733	VESTIS SERVICES LLC	5120825501	1/27/2026	LAUNDREY SERVICE PA	16.33
				5120829172	2/3/2026	LAUNDREY SERVICE PA	16.33
				5120832738	2/10/2026	LAUNDREY SERVICE PA	16.33
	2/24/2026	0051545	CHEMTEK INC	437320	2/11/2026	MAINTENANCE SUPPLIES - P	2,468.38
							48.99
							2,468.38
							Sub total for U S BANK:
							12,356.00

apChkLst
02/18/2026 9:07:30AM

Final Check List
CLALLAM COUNTY

Public Works (1)

Page: 1

Bank : apbank U S BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
	2/24/2026	0000244	BRUCH & BRUCH CONST	CBMP SH EST 1	2/5/2026	LIFT STATION RESTORATION	112,348.71	112,348.71
Sub total for U S BANK:							112,348.71	

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/24/2026	0004211	CENTURYLINK	30056116-02062	2/6/2026	360-963-2397 01/2026	295.78	295.78
	2/24/2026	0001148	OLYMPIC SPRINGS INC	267930-012026	1/31/2026	WWTP DRINKING WATER	54.03	54.03
	2/24/2026	0001300	PUBLIC UTILITY DISTRICT	22718-020326	2/3/2026	12/30-01/31/26 410 FRONTIER	1,031.30	
				22602-020326	2/3/2026	12/30-01/31/26 BOGACHIEL &	301.81	1,333.11
	2/24/2026	0020849	U S BANK	7844-7533031	2/5/2026	AMAZON- MAINTENACE SUP	218.07	
				7844-4232259	1/20/2026	AMAZON- WWTP MAINT SUP	157.33	
				3953-2540232	1/17/2026	AMAZON- WWTP MAINT SUP	97.93	
				3953-2105051	1/12/2026	AMAZON- WWTP MAINT SUP	78.08	
				7844-71928	1/22/2026	HOME DEPOT- WWTP MAINT	74.72	
				3953-4449054	1/12/2026	AMAZON- WWTP MAINT SUP	68.41	
				7844-8973849	1/21/2026	AMAZON- WWTP MAINT SUP	54.70	
				7844-1522421	2/4/2026	HOME DEPOT- WWTP MAINT	25.03	
				7844-6629003	1/20/2026	AMAZON WWTP MAINT SUP	23.60	
				3953-2485822	1/12/2026	AMAZON- WWTP MAINT SUP	20.68	
				7844-5188235	1/29/2026	AMAZON- MAINTENACE SUP	18.44	
				2913-PRIME-02	1/16/2026	AMAZON PRIME	16.28	
				2913-3293358	1/19/2026	USPS -LETTER SENT	1.90	855.17
	2/24/2026	0020849	U S BANK	7844-4149062	1/22/2026	AMAZON- MAINTENACE SUP	36.05	36.05
	2/24/2026	0000546	EXPRESS SERVICES, INC	33498036-43401	2/11/2026	EXPRESS 02/02-02/08 CROSS	931.76	931.76
						Sub total for U S BANK:	3,505.90	

Sherriff (1)

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/24/2026	0020849	U S BANK				
			7400-Feb26	2/6/2026	AMAZON,GALLS,SIMPLISAFE	4,938.99	
			2324-Feb26	2/6/2026	AMAZON	1,637.34	
			2266-Feb26	2/6/2026	IDVILLE, OPENAI, PRI, LANDE	1,175.53	
			6528-Feb26	2/6/2026	AMAZON, GALLS, GLOBALST.	1,112.49	
			6730-Feb26	2/6/2026	WSHNA, CREATETHATPROG	1,049.13	
			6236-Feb26	2/6/2026	MOTOROLA, WSDOT	754.19	
			0097-Feb26	2/6/2026	AMAZON, MAGNET FORENSI	447.00	
			8739-Feb26	2/6/2026	13 FIFTY, AXON, AMAZON	377.80	
			7275-Feb26	2/6/2026	SHELL, EXXON, ARCO, LIVE GF	291.84	
			4738-Feb26	2/6/2026	KAMILCHE	55.10	
			2258-Feb26	2/6/2026	OPENAI	32.67	
			2308-Feb26	2/6/2026	WSDOT	6.50	11,878.58
Sub total for U S BANK:							11,878.58

Sheniff (2)

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/24/2026	0000179	BEERS, RICHARD B	Mar 2026	2/12/2026	RENTAL AGREEMENT	545.00	545.00
	2/24/2026	0000196	BILLS PLUMBING & SANIT	S2184	2/1/2026	PUMP OUT HOLDING TANK -	135.76	135.76
	2/24/2026	0000268	ASTOUND	124030601-0012	2/23/2026	INTERNET - EDWARDS RD	143.19	
				103229302-0012	2/23/2026	CABLE TV - BOOKING	88.06	231.25
	2/24/2026	0000296	CENTURYLINK	406092135-Feb2	2/6/2026	DATA CONNECTION	1,236.30	1,236.30
	2/24/2026	0000296	CENTURYLINK	300421654-Feb2	2/6/2026	TELEPHONE SERVICE	227.42	227.42
	2/24/2026	0000593	FORKS, CITY OF	3459	2/3/2026	PRISONER BOARD BILL - JAN	270.16	270.16
	2/24/2026	0000608	FRANZ FAMILY BAKERIES	117101008743	1/5/2026	FOOD	142.40	
				117101008801	1/8/2026	FOOD	142.40	
				117101008818	1/12/2026	FOOD	142.40	
				117101008834	1/15/2026	FOOD	142.40	
				117101008896	1/19/2026	FOOD	142.40	
				117101008913	1/22/2026	FOOD	142.40	
				117101008979	1/26/2026	FOOD	142.40	
				117101008995	1/29/2026	FOOD	142.40	1,139.20
	2/24/2026	0000628	GALLS LLC	033909019	1/30/2026	UNIFORM & DUTY GEAR - LEI	350.19	
				033959725	2/4/2026	UNIFORM - ESTES	92.38	442.57
	2/24/2026	0000859	KITSAP COUNTY SHERIFF	EVOC2025-3	12/5/2025	2025 FALL EVOC - PIT TRAINI	764.64	764.64
	2/24/2026	0000918	LINCOLN STREET STATIC	Account1-Feb26	2/2/2026	SHIPPING CHARGES	254.79	254.79
	2/24/2026	0001140	OLYMPIC PRINTERS INC	38371	2/4/2026	BUSINESS CARDS	620.73	620.73
	2/24/2026	0001298	PUBLIC UTILITY DISTRICT	14741001-Feb26	2/4/2026	INTERNET - OPSCAN TOWER	150.00	
				14741000-Feb26	2/4/2026	UTILITIES - OPSCAN TOWER	46.86	196.86
	2/24/2026	0001300	PUBLIC UTILITY DISTRICT	22794-Feb26	2/3/2026	UTILITIES - FRONTIER ST #1	231.98	
				96237-Feb26	2/3/2026	UTILITIES - FRONTIER ST #2	55.49	
				65837-Feb26	2/3/2026	MORSE CRK HOOKUP	53.56	341.03
	2/24/2026	0001420	SECURITY SERVICES NW	148253	2/9/2026	SECURITY DETAIL FOR INMA	2,974.33	2,974.33
	2/24/2026	0001426	SEQUIM, CITY OF	Mar 26	2/12/2026	LEASE AGREEMENT	1,100.00	1,100.00
	2/24/2026	0001543	SWANSONS SERVICES C	2032256	1/29/2026	INDIGENT PACKS	8.42	8.42
	2/24/2026	0001547	SYSCO FOOD SERVICES	644943624	1/7/2026	FOOD	1,961.43	
				655957010	1/14/2026	FOOD	1,618.77	
				655970235	1/21/2026	FOOD	868.78	
				655984027	1/28/2026	FOOD	754.75	
				655943625	1/7/2026	JAIL SUPPLIES	121.37	
				155A7592Z	1/28/2026	KITCHEN TOOLS	43.65	5,368.75

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/24/2026	0001697	WA ST CRIMINAL JUSTICE	201142573	2/11/2026	REGISTRATION TO ATTEND E	8,156.69	8,156.69
	2/24/2026	0001701	WA ST DEPT OF FISH & V	257204	5/30/2025	STONEGARDEN E23-240 FUE	396.09	396.09
	2/24/2026	0003410	LEMAY MOBILE SHREDDI	4918494S 185	2/1/2026	SHREDDING-CCSO	500.80	
				4918488S 185	2/1/2026	SHEDDING	37.57	538.37
	2/24/2026	0004212	KING, BRIAN	011426	1/14/2026	TRAVEL-VANCOUVER WA	86.00	86.00
	2/24/2026	0005477	WENZL, DON	011426	1/14/2026	TRAVEL - VANCOUVER	86.00	86.00
	2/24/2026	0017787	DAIRY FRESH FARMS INC	8082600810	1/8/2026	FOOD	546.15	
				8082602910	1/29/2026	FOOD	516.08	
				8082602216	1/22/2026	FOOD	349.20	
				8082601510	1/15/2026	FOOD	332.23	1,743.66
	2/24/2026	0020862	GERMAN, NANCY	Mar 2026	2/12/2026	LEASE AGREEMENT	3,594.50	3,594.50
	2/24/2026	0024819	QUILEUTE TRIBE	Mar 2026	2/12/2026	LEASE AGREEMENT	1,540.50	1,540.50
	2/24/2026	0030587	B&H PHOTO VIDEO	241479735	1/29/2026	PRINTER	359.36	359.36
	2/24/2026	0037247	HAIR BY NICOLE	021026	2/10/2026	INMATE HAIRCUTS	275.00	275.00
	2/24/2026	0042636	HARBOR FOODSERVICE	1154892	1/26/2026	FOOD	3,264.46	
				1141174	1/5/2026	FOOD & SUPPLIES	1,884.89	
				1145673	1/12/2026	FOOD	1,196.10	
				1154893	1/26/2026	FOOD	379.85	
				1145674	1/12/2026	FOOD	170.23	6,895.53
	2/24/2026	0050444	SWCA ENVIRONMENTAL	233517	11/18/2025	PROFESSIONAL SERVICES T	6,075.03	6,075.03
Sub total for U S BANK:								45,603.94

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/24/2026	0020849	U S BANK				
			0014920540182	2/12/2026	1/23/26 - SAFEWAY, JURY FO	87.99	
			111-5152130-95	2/12/2026	1/23/26 - AMAZON, WA LAW J	56.55	
			022289	2/12/2026	FEBRUARY 2025 LEMAY SHR	39.95	
			6131882549	2/12/2026	DECEMBER 2025 - VERIZON I	39.24	
			6134387431	2/12/2026	JANUARY 2026 - VERIZON CE	39.24	
			111-7920116-72	2/12/2026	1/23/26 - AMAZON, WA LAW J	10.40	273.37
					Sub total for U S BANK:		273.37

Treasurer

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/24/2026	0001179	PACIFIC OFFICE EQUIPM	1172765	2/12/2026	POE CONTRACT	135.83	
				1172206	2/12/2026	POE SALES	44.65	180.48
	2/24/2026	0003410	LEMAY MOBILE SHREDDI	4919333S185	2/12/2026	SHRED SERVICE	166.45	166.45
	2/24/2026	0020849	U S BANK	GIOAJW2026	2/11/2026	TRAVEL	346.80	
				1503545	2/11/2026	GIOA REGISTRATION	300.00	
				MGMGIOA2026	2/11/2026	RESERVATIONS	153.06	
				WPTACJ2026	2/11/2026	REGISTRATION	50.00	
				2123	2/11/2026	DUES	50.00	899.86
						Sub total for U S BANK:		1,246.79

Veterans

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/12/2026	0000268	ASTOUND	WAVE 2/12/26	2/12/2026	VET CENTER PHONE	116.44	116.44
	2/12/2026	0001036	MURREYS OLYMPIC DISF	MDC 2/12/26	2/12/2026	RECYCLE	48.63	48.63
	2/12/2026	0020849	U S BANK	FC1973 2/12/26	2/12/2026	FOOD	150.00	
				JP7381 2/12/26	2/12/2026	FOOD	150.00	
				POE 2/12/26	2/12/2026	VET CENTER PRINTER	47.91	347.91
	2/12/2026	0023705	ELK CREEK APARTMENT	BT2627 2/12/26	2/12/2026	RENT	1,159.00	1,159.00
Sub total for U S BANK:								1,671.98

WSU EXT

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/24/2026	0001179	PACIFIC OFFICE EQUIPM 1172783	2/10/2026	PACIFIC OFFICE EQUIPMENT	289.48	289.48
	2/24/2026	0001641	VERIZON WIRELESS 6134387428	2/10/2026	VERIZON	313.92	313.92
	2/24/2026	0020849	U S BANK 7076wsu1/2026	2/10/2026	USBANK	162.43	162.43
						Sub total for U S BANK:	765.83



1b
FEB 24 2026

BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of February 16-20, 2026

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Tuesday, February 17, 2026. Present were Commissioners Ozias and Johnson and Administrator Mielke. Commissioner French was excused.

Items of discussion per the agenda published February 12 were:

- Calendar/Correspondence
- Resolution appointing various members to the Fair Advisory Board
- Agreement with Department of Social and Health Services for client service programs
- Agreement with Health Care Authority for Medicaid administrative claiming
- Agreement with Clallam County Corrections Deputies Guild for collective bargaining
- Agreement and Resolution with Department of Ecology for Clallam Bay / Sekiu Sewer System Inflow Infiltration Pipe Replacement Project
- Approval of the annual certification of the Road Levy and Estimated Revenue Produced form

The meeting concluded at 9:53 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Vice Chair Johnson called the meeting to order at 10 a.m., Tuesday, February 17, 2026. Also present were Commissioner Ozias and Administrator Mielke. Commissioner French was excused.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CMOM to adopt the agenda as presented, CRJs, mc

PUBLIC COMMENT

- Mark Curtis, Sequim, commented on item 4a
- Eric Fehrmann Sequim, commented on item 4a
- Karin Cummins, Sequim, commented on item 1a, taxes
- Denise Lapio, Sequim, commented on items 1d, 1f
- Ed Bowen, Clallam Bay, commented on annual certification of the road levy, Coffee with Colleen, Olympic National Park and Forest
- Jeff Tozzer, Sequim, commented on Jamestown Tribe lodging and property taxes, item 4a

CONSENT AGENDA – Any Commissioner may remove items for discussion

1a Approval of vouchers for the week of February 9

The following warrants and electronic payments are approved for payment:

Accounts Payable:	Total
Warrant numbers: 9949359-9949694	\$ 1,058,222.64
Electronic payments dates: n/a	\$0.00
Total Accounts Payable:	\$ 1,058,222.64

1b Approval of payroll for a period ending January 31

The following voucher/warrants/electronic payments are approved for payment:

Payroll	Total
Warrant Numbers	
184007 – 184502, 9949330 – 9949358	\$1,509,180.52
Electronic Payment Date	
2/10/2026 – 2/13/2026	\$1,622,139.82
Total Payroll:	\$3,131,320.34

1c Approval of minutes for the week of February 9

1d Resolution appointing various members to the Homelessness Task Force

1e Letter of support for the Port of Port Angeles application Marine Trades Expansion Project

**BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of February 16-20, 2026
Page 2**

- 1f Call for hearing to be held on Tuesday, March 3, 2026 at 10:30 a.m. regarding an Opportunity Fund request for Clallam County Public Works – Clallam Bay / Sekiu Pipe Replacement Project
- 1g Verbal approval to use the Interlocal Purchasing System TIPS for the County Fair Rodeo Arena Grant Project
- 1h Resolution authorizing extension of expenditure from the Affordable Housing Sales and Use Tax Fund for an approved 2024 Affordable Housing Tax Funding application – Peninsula Housing Authority
- 1i Proclamation Recognizing March as Development Disability Awareness Month

ACTION TAKEN: CMom to approve the consent agenda as presented, CRJs, mc

REPORTS AND PRESENTATIONS

- CMO Recognized March as Developmental Disability Awareness Month
- CMO reported on snow impact, Jamestown S'Klallam Tribe Dungeness Wildlife presentation, Olympic National Forest, Dungeness Watershed, forests, Seahawks event planning
- CRJ reported on Serenity House

CONTRACTS AND AGREEMENTS

- 2a Agreement with Department of Commerce for Violence Against Women STOP Grant Program

ACTION TAKEN: CMom to approve, CRJs, mc

- 2b Agreement amendment for Salish Behavioral Health Administrative Services Organization

ACTION TAKEN: CMom to approve, CRJs, mc

- 2c Agreement with Clallam County Corrections Deputies Guild for collective bargaining

ACTION TAKEN: CMom to approve, CRJs, mc

HEARING(S)

- 5a Resolution authorizing the sale of surplus property – Firearms

- ATM, provided a staff report

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

- The following provided testimony:
 - Mark Curtis, Sequim

ACTION TAKEN: CMom to close the public hearing and adopt, CRJs, mc

- 5b Resolution authorizing the sale of surplus property – Real property

- Linda Capps, Public/Roads Department, provided a staff report

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

- The following provided testimony:
 - Ed Bowen, Clallam Bay
 - John Worthington, Sequim,
 - Wes Faria

ACTION TAKEN: CMom to close the public hearing, CRJs, mc

ACTION TAKEN: Postponed to the February 24 meeting to allow time for the parcel numbers to be added to the final Resolution

BIDS AND AWARDS

- 3a Request for qualifications opening – 2026 Architecture/Courthouse Security/Pedestrian Bridge/Engineering Consulting Services

Contractor

Stantec
Natural Systems Design
Watersmith Construction, Inc.
Johnson Controls
Johnson Controls
Johnson Controls

**BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of February 16-20, 2026
Page 3**

MSA Environmental
MSA Environmental
MSA Environmental

ACTION TAKEN: CMom to forward the request for qualifications to the Parks, Fair and Facilities Department for review and recommendation, CRJs, mc

ADMINISTRATION

4a Call for public hearing to be held on Tuesday, March 10, 2026 to consider public comment on the request for a Justice Susan Owens Monument/Recognition at the Clallam County Courthouse and/or District Court II in Forks.

ACTION TAKEN: CMOM to issue notice, CRJs, mc

PUBLIC COMMENT

- Eric Fehrmann, Sequim, commented on item 4a, BOCC board room renaming 101
- Ed Bowen, Clallam Bay, commented on Olympic National Park and Forest meeting, Commissioner Forum
- Karin Cummins, Sequim, commented on Harm Reduction Center, bills, listening to the public, Democrats and Republicans
- John Worthington, Sequim, commented on item 1f
- Denise Lapio, Sequim, commented on her error of announcing member on the Homelessness Task Force
- Jeff Tozzer, Sequim, commented on item 4a, Justice Susan Owens

The meeting concluded at 11:22 a.m. and continued until Monday, February 23, 2026 at 9 a.m.

The Board of Commissioners attended a Board of Health Meeting, Coffee with Colleen and Clallam Transit Meeting during the week of February 16, 2026.

PASSED AND ADOPTED this 24th day of February 2026

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

KEY TO ABBREVIATIONS:

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

m moved
 mc motion carried
 s seconded



AGENDA ITEM SUMMARY

16
FEB 24 2026

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

Department: BOCC

WORK SESSION Meeting Date: 2-17-26

REGULAR AGENDA Meeting Date: 2-24-26

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:

Vacancies exist on the Clallam County Fair Advisory Board due to the expiration of terms.

A press release was issued during the months of December 2025 soliciting applications from interested citizens. The members with expiring terms were notified. Two new applications were received.

The current members advised the Commissioner’s Office they are interested in continuing their service and asked to be considered for another term.

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

None

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Aspen Smith – Fair Department

Relevant Departments: Board of Commissioners, Aspen Smith – Fair Department

* 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 AND REAPPOINTING MEMBERS TO THE
FAIR ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Clallam County Fair Advisory Board due to the expiration of terms.
2. A press release was issued during the months of December 2025 soliciting applications from interested citizens. The members with expiring terms were notified. Two new applications were received.
3. The current members have advised the Commissioner's Office they are interested in continuing their service and asked to be considered for another term.

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

1. **Megan Bekkevar** is reappointed as the At-large representative for a term expiring January 1, 2030.
2. **George Winn** is appointed as the Small Animals representative for a term expiring January 1, 2030.
3. **Joshua Borte** is appointed as the Community of Forks and Western Clallam County representative for a term expiring January 1, 2030.
4. **Bruce Skinner** is appointed as the Home Arts/Hobbies and Crafts representative for a term expiring January 1, 2028.

PASSED AND ADOPTED this 24th day of February 2026

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST

Loni Gores, MMC, Clerk of the Board

c: A22.159
Parks, Fair, and Facilities
Appointee(s)

id
FEB 24 2026



AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION Meeting Date 02/17/2026

REGULAR AGENDA Meeting Date: 02/24/2026

Required originals approved and attached?
Will be provided on:

Item summary:

- Call for Hearing
 - Resolution
 - Draft Ordinance
 - Contract/Agreement/MOU
 - Proclamation
 - Final Ordinance
 - Budget Item
 - Other Certification
- Documents exempt from public disclosure attached:

Executive summary:

The Certification of the 2026 Road Levy and Estimated Revenue Produced is completed by the County to submit the annual amount of road levy and the amount budgeted for traffic policing and traffic law enforcement. This document requires electronic signatures by the County Engineer and the Chair of the Board.

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

The form is due to CRAB each year as required by RCW 36.33.220. The Assessor's Office and Public Works provide amounts needed for calculations on the form.

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

We recommend the Board approve this item and authorize Commissioner French, Chair of the Board to sign the electronic document.

County Official signature & print name:  Hilary Steeby for Joe Donisi
Name of Employee/Stakeholder attending meeting: Joe Donisi

Relevant Departments: Public Works

Date submitted: 02/09/26

* Work Session Meeting - Submit 1 single sided/not stapled copy2026 Certification of the Road Levy and Estimated Revenue Produced
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

Certification of the Road Levy and Estimated Revenue Produced Clallam 2026

Total County Valuation:	\$17,256,940,521.00
Road District Valuation:	\$11,495,202,841.00
Highest Lawful Road Levy: Page 1, Line K, highest Lawful Levy Calculation form, DOR form REV 64-0007	\$8,628,211.02
County Road Levy Shifted to Current Expense per RCW 84.52.043	
Adjusted Highest Lawful Road Levy:	\$8,628,211.02
Actual Certified Road Levy: The Road Levy amount certified by the County Assessor for the Road District on or before January 15th, per RCW 84.52.080(4), and transmitted to the County Treasurer for collection. <u>(Do not include any refund levy amounts)</u>	\$8,628,211.02
Banked Capacity Road District Only	\$0.00

County Road Property Tax Revenues Diverted For Other Unincorporated Purposes in Accordance with RCW 36.33.220, RCW 39.89, or RCW 84.55.050

Service to be Provided	Diverted Levy Amount
Total Diverted Road Levy:	\$0.00
Road Levy Revenue Remaining for Roads:	\$8,628,211.02

Copy of Authorizing Resolution/Ordinance:

Road Funds Budgeted to Be Used for Traffic Law Enforcement

Traffic Law Enforcement Funded Through Operating Transfer (per agreement)	\$0.00
Traffic Law Enforcement Funded Through Direct Payment (cost reimbursement)	\$500,000.00
Total Budgeted Road Fund Expenditures for Traffic Enforcement	\$500,000.00

le



AGENDA ITEM SUMMARY

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

FEB 24 2026

Department: Public Works/Roads

WORK SESSION Meeting Date:

REGULAR AGENDA Meeting Date: **02/24/2026**

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:

Clallam County owns properties that are surplus to the needs of the county. A Public Hearing was held on 2/17/26. At that time, the properties weren't fully described with tax parcel numbers. This has been corrected. We ask that the commissioners declare these properties surplus.

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?**

Selling surplus property will return these lands to the tax rolls and bring in revenue to the county.

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

Sign the attached resolution.

County Official signature & print name: Timothy Dalton 

Name of Employee/Stakeholder attending meeting: Timothy Dalton, Linda Capps

Relevant Departments: BOCC, Roads

Date submitted: 2/18/2026

* 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)



RESOLUTION _____, 20

DECLARING CLALLAM COUNTY PROPERTIES AS SURPLUS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Various properties have been identified as owned by Clallam County. Clallam County would like to surplus and sell these properties to the highest bidder to recover funds for the County.
2. These properties constitute surplus Clallam County property.
3. In compliance with R.C.W. 36.34.040, a public hearing was held on February 17, 2026 to dispose of county property interests to determine whether it is proper and advisable to dispose of the County property.

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

1. Has determined it is in the best interest of the County and people thereof, that the properties described as follows be declared surplus:
 - a. TX #S 848-1834-5908-5809 Exc W330' of E360' North of Road, 1.76 A Tax Parcel #043003110125 PID 33653
 - b. WWSWNESE 9.11A Survey Volume 49 Page 3 Tax Parcel #063028410200 PID 70286
 - c. Lots 1 thru 6 in Block 2 of the Beacon Hill Addition Volume 3 of Plats Page 72 Tax Parcel #063014530200 PID 67101
 - d. Lots 26 thru 32 in Block 2 of the Beacon Hill Addition Volume 3 of Plats Page 72 Tax Parcel #063014530270 PID 67108
2. It is the intention of the Board to direct staff on how to proceed with the terms of disposal of these properties once they are declared surplus

PASSED AND ADOPTED this _____ day of _____ 20

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mike French, Chair



FEB 24 2026

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION Meeting Date: February 23, 2026

REGULAR AGENDA Meeting Date: February 24, 2026

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 Letter of Support

Documents exempt from public disclosure attached:

Executive summary:

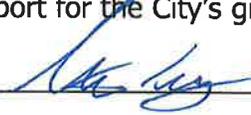
Letter of support for the City of Sequim application for funding under the *Federal 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Program* for the design to complete the full US 101-Simdars interchange.

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

Not applicable

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

Recommend the Board provide a letter of support for the City's grant application.

County Official signature & print name:  Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works

Date submitted: February 18, 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)

BOCCAgenda_Simdars LTRsupport
Revised: 3-04-2019



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

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

TODD MIELKE, County Administrator

February 24, 2026

City Manager
Matthew Huish
152 W. Cedar St.
Sequim, WA 98382

SUBJECT: US 101-Simdars Interchange Project

City Manager Huish,

By means of this letter, Clallam County (County) is expressing its support of the City's efforts to improve highway access and safety on the US 101 corridor, the singular most important vehicular transportation route connecting Clallam County to the greater Puget Sound region. This project will address a significant gap in the US 101 corridor – the incomplete Simdars Interchange.

We are fully in support of the City's application for funding under the Federal 2026 Better Utilizing Investments to Leverage Development (BUILD) Grant Program for the design to complete the full US 101-Simdars interchange. This project will greatly benefit safety, access and traffic conditions for residents, businesses and travelers in Sequim as well as the greater Clallam County region.

We value our partnership with the City of Sequim and share the City's commitment to improving safety for all users traveling the US 101 corridor and interchanges within the City of Sequim.

We appreciate the City's leadership in this corridor to improve transportation outcomes for all users.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias



19
FEB 24 2026

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION Meeting Date: February 23, 2026

REGULAR AGENDA Meeting Date: February 24, 2026

Required originals approved and attached?
Will be provided on:

Item summary:

- Call for Hearing
- Resolution
- Draft Ordinance
- Contract/Agreement/MOU
- Proclamation
- Final Ordinance
- Budget Item
- Other Clean Building Grant Application

Documents exempt from public disclosure attached:

Executive summary:

Grant Application seeking Commerce funding for a new hot water boiler at the County Headquarters in connection with Clallam County seeking to satisfy the WA Clean Building Performance Standard requirements for its Tier 1 building.

Budgetary impact: No Budget Impact

Recommended action: BOCC approves Grant Application

County Official signature & print name: J. Gores 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: 02/18/26

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item: Clean Building Grant Application
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

Clallam County

Grant Application Information

DEPARTMENT: **BOCC**

DATE SUBMITTED TO W/S: **02/18/26**

GRANT NAME: **Clean Buildings Compliance Support**

APPLICATION DEADLINE: **03/4/26**

ISSUING AGENCY: **Washington State Department of Commerce**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **May 11, 2026 – June 30, 2027**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **\$784,958**

ANNUAL AMOUNT: **NA**

MATCH REQUIRED? **Application Budget Item**

MATCH AMOUNT: **\$100,000**

DESCRIPTION OF GRANT AND PURPOSE: The purpose of this Commerce grant is to fund energy retrofits for municipal owned buildings that are covered under the 2019 Clean Buildings Act and required to meet certain energy performance standards under WAC 194-50. The County is seeking to fully comply with the clean building performance standards by installing a new hot water boiler at the County Headquarters, the only tier 1 building owned by the County which is subject to the clean building performance standards.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS: This grant would be used to partially fund the retrofit project along with utility incentives the County is expected to receive from City Lights. This retrofit is projected to reduce the County's utility costs by approximately \$54,679 per year. The projected cost of the project is \$1,189,958.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG-TERM DEPARTMENT OR COUNTY GOALS? This grant supports the County complying with State law. It also supports the goal of reducing fossil fuel consumption to meet the state's greenhouse gas emissions limits. It is consistent with Clallam County's Climate Action Plan (2023). It also is projected to save utility costs annually which reduces general budget requirements.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY? No.

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED? The clean building performance standards require that energy usage be measured after the retrofit for a period of 12 months to verify compliance.

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD? No.

IF MATCHING FUNDS ARE REQUIRED, WHERE WILL THEY COME FROM? DOES THE DEPARTMENT HAVE EXISTING RESOURCES TO COVER MATCH REQUIREMENTS? FROM WHERE? Matching funds will come from Real Estate Excise Taxes.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS? This grant impacts the County 's overall compliance with state law. It is not Department specific.

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

No new positions will be added.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS? The grant will be administered by Special Projects Manager who resides in DCD and CFO Staff.

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY? If the grant is not received, monies may be sought under other grant funding vehicles.

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

No.

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

No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

No budget changes are necessary.

OTHER COMMENTS

ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

Todd Mielke, ADMINISTRATOR

APPROVAL

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

Exhibit A: CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of my/our Application, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the Application are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single Application.
3. The attached Application is a firm offer for a period of 60 days following receipt, and it may be accepted by COMMERCE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
2. In preparing this Application, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this Application or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
3. I/we understand that COMMERCE will not reimburse me/us for any costs incurred in the preparation of this Application. All Applications become the property of COMMERCE, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this Application.
4. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Applicant and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Applicant or to any competitor.
5. I/we agree that submission of the attached Application constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
6. No attempt has been made or will be made by the Applicant to induce any other person or organization to submit or not to submit an Application for the purpose of restricting competition.
7. I/we grant COMMERCE the right to contact references and others, who may have pertinent information regarding the Applicant's prior experience and ability to perform the services contemplated in this procurement.
8. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

I/We have reviewed the Contract and General Terms and Conditions and I/we: (check one and sign)

- are submitting proposed Contract edits. If proposed Contract edits are being submitted, I/we have attached them to this form. (See Section 2.12)
- are not submitting proposed Contract edits. (Default if neither are checked)

On behalf of the organization submitting this Application, my signature below attests to the accuracy of the above statements as well as my authority to bind this organization.

Signature

Mike French, Chair, Clallam County Board of Commissioners

Printed Name and Title

Date

EXHIBIT B: APPLICANT AND PROJECT INFORMATION

APPLICANT INFORMATION

Full Legal Name of Organization Applying			Licensed to do Business in Washington?		
Clallam County			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Will become licensed within 30 days of award <input type="checkbox"/> Federally recognized tribal government		
Uniform Business Identifier (UBI):	Nine-digit Statewide Vendor Number (SWV):	Identify CBPS Compliance Year by Gross Square Feet for Proposed Project Building(s)			
054004559	91-6001298	Tier 1 <input type="checkbox"/> June 1, 2026: > 220,000 r Number (SWV) <input checked="" type="checkbox"/> June 1, 2027: > 90,000 – less than 220,001 <input type="checkbox"/> June 1, 2028: > 50,000 – less than 90,001 Tier 2 <input type="checkbox"/> July 1, 2027: 20,000 - 50,001 <input type="checkbox"/> Multifamily residential buildings greater 20,000			
Mailing Address of Organization Applying			Physical Address of Organization applying (if different than mailing address)		
Street: 223 E. 4 th Street			Street: Same		
City: Port Angeles	State: WA	Zip Code: 98362	City:	State:	Zip Code:
Additional Detail: Multiple buildings and/or campuses may be included in a single application. Specific information about the building(s) included in the proposal will be identified later in Exhibit B.					

KEY STAFF

Primary contact person for this Application	Other Application contact
Name and Title: Diane Harvey, Special Projects Manager	Name and Title: Don Crawford, Director of Parks & Facilities
Phone: 306-417-2520	Phone: 306-417-2429
Email: diane.harvey@clallamcountywa.gov	Email: Donald.Crawford@clallamcountywa.gov
Executive (Person with authority to bind organization)	Grant Manager (Primary contact for grant activities)
Name/Title: Mike French, Chair of the Board of Commissioners	Name/Title: Diane Harvey, Special Projects Manager
Phone: 306-417-2238	Phone: 360-417-2520
Email: Mike.French@clallamcountywa.gov	Email: diane.harvey@clallamcountywa.gov

Finance (Primary contact for invoices and payment)	Data Manager (Primary contact for data security)
Name/Title: Rebecca Turner, Deputy Chief Financial Officer	Name/Title: Monicka Anderson, Information Technology Director
Phone: 360-417-2224	Phone: 360-417-2599
Email: Rebecca.Turner@clallamcountywa.gov	Email: monicka.anderson@clallamcountywa.gov

SUBGRANTEE INFORMATION (if applicable)

Name of Organization		Licensed to do Business in WA State
		<input type="checkbox"/> Yes <input type="checkbox"/> Will become licensed within 30 days of award <input type="checkbox"/> Federally recognized tribal government
Uniform Business Identifier (UBI)	Federal Employer ID (FEIN)	Subgrantee Contact Name and Phone Number
Summary of subgrantee's primary responsibilities (50 words maximum)		

CURRENT OR FORMER STATE EMPLOYEES

Identify any state employees or former state employees employed by the Applicant or on the Applicant's governing board as of the date of submission. Include their position and responsibilities within the Applicant's organization. If, following a review of this information, it is determined by Commerce that a conflict of interest may exist, the Applicant may be disqualified from further consideration for the award of a contract.

Name	Title	Responsibilities	State Agency	Last Year Worked
See Attachment No 1				

I/we certify no current or former state employees are employed by this organization nor serve on the governing board.

CONTRIBUTORS

Please list all those who worked on the development of this Application, whether or not employed by the Applicant.

Name and Title	RFA Section(s)
Diane Harvey, Special Project Manager	All
Don Crawford, Director of Parks & Facilities	All
Devin Malone, Millig Design Build	All

PROPOSED PROJECT

Please answer each question in enough detail to convey to the evaluation team the Applicant's understanding of the services, the needs of the communities to be served, and the Applicant's organizational priorities and practices.

What funding requests are included in your application? (Check all that apply):

- Clean Buildings Performance Grants**
- Energy Audits for Public Buildings**
- Energy Efficiency Retrofit Grants**
- State Project Improvement Grants**

What Work Plan(s) are included in your application? (Check all that apply):

- Building Service/Required Reporting Projects**
Operations and Maintenance or/and Energy Management Plan development, Energy auditing services, or Benchmarking services.
- Building Retrofit Project**
Heating and cooling upgrades, lighting upgrades, HVAC controls upgrades, building envelope upgrades, etc.

Which [Clean Buildings Compliance Pathways](#) (check all that apply) does your work plan(s) enable you to pursue?

- Tier 1 Meet Energy Use Intensity target (EUIt)**
- Tier 1 Investment Criteria**
 - a. Optimized Bundle identified in energy audit and Life Cycle Cost Analysis (LCCA)
 - b. Implementing All Energy Efficiency Measures (EEMs) identified in energy audit that meet the simple pay back criteria
- Tier 1 Approved Decarbonization Plan for a campus district energy system**
- Tier 1 Alternative compliance pathway (pending final rulemaking—see HB 1543 Rulemaking on [COMMERCE website](#))**
 - a. Prescriptive Electrification
Or
 - b. Minimum Energy Use Reduction
- Tier 2 Compliance**
- Unable to determine at time of application**

Consider the following project and building characteristics (check all that apply):

- Proposal for a Tier 1 covered building with a 2026 or 2027 deadline

- Proposal for a Tier 1 covered building above its EUI and with a higher EUI relative to buildings of a similar use-type
- Proposal for a Tier 1 building with no measurable EUI or a building without an EUI
- A building owned by a sovereign nation or tribe
- Located in a small city or town with a population under 5,000. Population of city/town: [Click or tap here to enter text.](#)
- Located in a rural county (use the [Office of Financial Management's map](#) to identify). Name of county: Clallam County
- A K-12 school building
- Proposes a project located in a community that ranks 9 or 10 on Washington's Department of Health [Environmental Health Disparities Map](#) along one of the following dimensions (mark which, if any, applies to your project).
 - Environmental effects
 - Environmental exposure
 - Sensitive population
- Has never received a grant from Commerce previously

CURRENT ENERGY USE AND COMPLIANCE QUESTIONS

Fill out one table for each building in the application. If more than one building is included in the application, use the additional tables provided at the end of Exhibit B.

Building #1			
Building Name: Clallam County Administrative Campus		Building Address: 223 East 4th Street	
County: Clallam	Total Square Footage: 134,818	Public or Private Ownership: Public	Hospital District? No
CBPS Tier: Tier 1	Clean Buildings ID: CLALLAM025	Building Activity Type: Public services	Benchmarking Completed? Yes
Building EUI Measured? Yes	Building EUI Identified? Yes	Building EUI: 97.9 kBtu/SF	Building EUI: 81.1 kBtu/SF

If your building has been benchmarked—the measurement and tracking of energy use in the building over time—what 12-month period was used to determine benchmarking/EUI?

January 2024 to December 2024

If you are unable to determine your building’s EUI and/or EUI, please explain why.

N/A

Does your building(s) have any of the following currently in place? (if so, provide as attachment to your application)

- Approved Operations and Maintenance Plan
- Approved Energy Management Plan

Clarifying Questions

Your application includes multiple buildings, and additional building information tables are included in this application.

- Yes
- No

PROGRAM MANAGEMENT QUESTIONS

- 1. Please describe your project timeline in detail. Your explanation should identify material, labor, contracting, measurement, and verification lead times.**

Clallam County is currently in Investment Grade Audit to develop this energy efficiency work past the ASHRAE energy audit, and we are using the greater detail from the IGA process as a basis for our grant application. Upon contracting with Commerce for grant funding we will issue Notice to Proceed to our ESCO, Millig Design Build, via our partner the DES Energy Program. We will complete an accelerated Measurement & Verification of energy savings in order to complete all work within the Period of Performance of the grant. The attached Gantt outlines the steps and timeline of project construction.

- 2. What steps will be taken to ensure the proposed project is finished with the period of performance (end date: June 30, 2027). Are there any concerns the project will not be completed by this date? If so, what are these concerns?**

We are confident that work will proceed as planned and within the timeframe outlined in the previous step. Our ESCO partner, Millig Design Build, has been working in the DES Energy Program since 2021, and the project team has decades of experience delivering this type of modernization work. Our participation in the DES Energy Program adds an additional layer of oversight and risk management. While we cannot anticipate every eventuality, especially since the project is in an Audit phase and we have not issued Notice to Proceed for design and construction, as part of the Investment Grade Audit our ESCO partner Millig Design Build has generated a Risk Register to track and mitigate project risks. The Risk Register is included as an attachment to this application.

- 3. Have you identified a contractor(s) to perform these services? If yes, how was that contractor(s) chosen? If no, how will you determine who will provide these services?**

Clallam County has selected Millig Design Build to perform these services. Millig was selected as the Energy Auditor after the County obtained state funding, administered by WSAC. Before Millig was selected, the County noticed a Request For Proposal/Qualifications, received five qualified proposals and County staff interviewed the applicants, and the Board of County Commissioners selected Millig. After receiving Millig's ASHRAE Energy Audit Findings on the tier 1 County Administrative Campus building, the Board of Commissioners approved an Investment Grade Audit contract with the State Department of Enterprise Services Energy Program and then selected Millig as the ESCO to execute the IGA. On receipt of the grant, the County will execute an Energy Services Proposal through the Energy Program to implement the project.

- 4. If you are partnering with the Department of Enterprise Services, provide the name and email of your project manager. (informational only)**

Chris Lewis, Energy/Utilities Engineer, Department of Enterprise Services,
chris.lewis@des.wa.gov

5. **If you are partnering with a Qualified Service Company (ESCO) or, another consultant, provide the name and email of your project manager. (informational only)**

Devin Malone, Millig Design Build, dmalone@milligdb.com

6. **Marginalized communities are routinely underserved. How does this building or your organization support underserved communities and how would you use this funding to serve communities equitably?**

Clallam County supports marginalized communities by providing support, resources and opportunities so that all of our citizens have the ability to have a sense of dignity and well-being within the community. The County has several initiatives directed at developing and administering programs to promote housing solutions, healthcare access and wellness, veteran and developmental disabilities services, and behavioral health programs. The County has the following Advisory Committees, all of which utilize the County Administrative Campus Building to hold their meetings and engage with the public and partners to seek solutions to enhance the lives of our citizens, and break down the systemic barriers to ensure that marginalized communities are receiving the support and resources needed to thrive: the Behavioral Health Advisory Board, the Board of Health, the Developmental Disabilities Advisory Committee, the Homelessness Task Force, the Housing Solutions Committee, and the Clallam County Veterans' Association. The County Administrative Campus Building also houses the County Courthouse and Family Court, several diversion programs to address the root causes of community instability, and Clallam County's Emergency Management Services. The funding requested will enable the County Headquarters to be much more energy efficient which reduces the utility expenses and provides more funds for the County to deploy in providing essential services to our community, including the initiatives that enhance the lives of marginalized communities.

WORK PLAN

1. **Briefly describe the project's work plan by responding to each sub-question:**

- a) **Explain your project objectives, all identified needs for project completion, and the chosen approach for completing the project. Reference any energy audits, engineering studies, cut sheets, drawings and/or professional cost estimates that informed this project and attach referenced documents to your application.**

Clallam County is seeking \$784,958 from this grant in order to implement a heat pump boiler project. The County completed an ASHRAE Level III audit, O&M Program, and Energy Management Plan for the Admin Building in 2025 with Millig Design Build (Millig), selected through a competitive RFPQ process. The County subsequently entered into an Interagency Agreement with the DES Energy Program and selected Millig as its ESCO partner. Building off the success of the energy audit, Millig is in the process of completing an Investment Grade Audit in order to determine the Guaranteed Maximum Cost (GMAX) of the project. The IGA process is expected to be completed in March, 2026. On completion of the IGA, the County will pause in order to contract with Commerce for grant funding before issuing Notice to Proceed to Millig. We plan to begin work on the project in June, 2026, or as soon as possible once under contract with Commerce for grant funding. Based on the energy audit and subsequent efforts of the IGA, the

County Administrative Campus building has an EUI of 97.9 and an EUI target of 81.1. The heat pump boiler project will bring the County Administrative Campus building into compliance with its EUI, save 926,768 kWh and \$54,679 calculated using today's actual utility rates and reflected in the audit, or \$104,539 annually calculated using statewide average utility rates. Energy savings were calculated through a whole-building eQUEST energy model, which captures the interactive effects of Energy Efficiency Measures when calculating energy savings. The project is expected to cost \$1,189,958 and Millig has calculated an expected utility incentive of \$305,000. The energy audit calculated a simple payback on the project of 18.8 years. Costs were estimated using vendor and trade labor cost proposals, with professional services taken as a markup on construction costs in accordance with the DES Energy Program. Upon project completion, the County will perform Measurement & Verification of energy savings with the Energy Program and Millig. Millig will provide an energy savings guarantee as a part of the project.

b) Explain how your project will enable compliance with the CBPS or move your building closer to CBPS compliance.

Clallam County has completed ASHRAE energy audits, O&M Programs, and Energy Management Plans for all of its Covered Buildings. The County has one Tier I building, the County Administrative Campus building which houses in one building the County Headquarters, County Courthouse and County Jail. The County Administrative Campus building is over its EUI. The energy audit specified a single measure as cost effective: supplement the electric boiler with a heat pump boiler. This measure will also bring the building into compliance with its EUI. The County is seeking \$784,958 from this grant in order to implement the heat pump boiler project, and on completion of this project the County can submit the building for full compliance with the Clean Buildings Act

2. If applying for funding for capital improvements, are the Energy Audit Report and Professional Cost Estimate attached to your application? (These attachments are required)

Yes

No

a) What is the Benefit-cost ratio of planned EEMs? (Benefit-cost ratio is calculated by dividing total project benefits by total project costs)

3.21

b) What are the anticipated annual energy savings of planned EEMs?

The project is projected to reduce annual electricity consumption by 926,768 kWh, resulting in an \$104,539 in annual utility cost savings based on the WA average commercial electricity rate of \$0.1128/kWh.

3. If applying for funding for capital improvements, please outline identified risks and associated contingency plans.

Our ESCO partner, Millig Design Build, has been working in the DES Energy Program since 2021, and the project team has decades of experience delivering this type of modernization work. Our participation in the DES Energy Program adds an additional layer of oversight and risk management. While we cannot anticipate every eventuality, especially since the project is in an Audit phase and we have not issued Notice to Proceed for design and construction, as part of the Investment Grade Audit our ESCO partner Millig Design Build has generated a Risk Register to track and mitigate project risks. The Risk Register is included as attachment to this application

a) For State Project Improvement applications only: did you complete and attach the LCCA?
(This attachment is required. Tier 1 buildings may opt to submit [Form F](#))

- Yes
 No

b) Is this a Stand Alone, Minor Works, or Emergency Repair type project?

- Stand alone
 Minor works
 Emergency repair

c) Is the baseline project fully funded?

- Yes
 No

d) Provide the baseline project's Project Name and Project Number (for Minor Works, this will be the Parent Project Number

Click or tap here to enter text.

e) Are fossil fuels used for any of the proposed equipment or systems? If so, describe alternative energy sources considered and the basis on which your proposed solution was chosen.

- Yes
 No

Click or tap here to enter text.

Additional Notes for Work Plan

- 1) ***If an energy audit is conducted, ensure that the information provided in the Work Plan aligns with the Energy Audit.*** Use the same names or designations for buildings and equipment as they appear in the audit report, and reference each of these key figures of the audit.
 - An energy audit meets the standards of an ASHRAE level 1, level 2, or targeted level 2 audit conducted by a Qualified Energy Auditor no earlier than five years before the submission of this application.
 - Total energy saved (kWh, therms, other) and estimated dollar savings annually
 - Project costs

- Baseline energy consumption for the building/facility
- Simple payback (use statewide average utility rates to calculate the simple payback for each)

2) Provide full supporting details for the following:

- Describe the methods used to estimate the costs and energy savings for each EEM. If the baseline is estimated, describe the methodology used. Account for EEM interactive effects when discussing combined savings.
- Name actions to ensure that estimated energy savings will be realized, including measurement and verification. *If relevant: service contracts, building operator training, energy savings guarantees.*
- Total estimated costs of implementing the project.

BUDGET PROPOSAL

Project Costs.

Provide total project costs divided into the activity line-items below for each programmatic funding request. The Proposed Budget must align with the Scope of Work and not exceed any maximum funding amounts in Section 1.4. Commerce contracts are based on milestones. Commerce will only reimburse for full milestones completed (contracts with state agencies are required to on a time and materials basis). Enter a list of specific activities and deliverables (if any) in *Description*, where applicable.

REQUIRED: For capital improvements, attach a professional cost estimate to your application that aligns with the budgetary line-items in your proposed budget below.

Building Name(s)

Building name(s) should match those provided in Proposed Project table(s).

Funding Sources.

Grantee Match – Enter planned source under *Description*, where applicable. Before a grant contract is issued, a letter will be required from authorized signatory confirming availability of the match funds.

Utility Incentives – Awardees must use any available utility incentives, where applicable. If the incentive amount has not been finalized, use a low-end estimate for the incentive. The individual programmatic award amount can be reduced if the utility incentive is higher than estimated, however, it cannot be increased.

Fill out a budget template for each programmatic request in your full RFA request. Leave cells blank, if not applicable to your request. Building name(s) should match those provided in Proposed Project table(s). The sum of individual programmatic requests must match final RFA request total. Insert additional lines, if necessary.

Total RFA Request: \$ [Click or tap here to enter text.](#)

**Amount should equal sum of individual funding requests in proposed budget*

Clean Buildings Performance Grants (Public & Private): supports reporting requirement related to CBPS compliance. These projects can include benchmarking, developing an EMP and/or O&M program for Tier 1 and Tier 2 covered buildings. Energy audits to privately owned Tier 1 covered buildings are also eligible for funding. These funds are intended to either bring a building into compliance with the CBPS or identify a clear pathway toward compliance.

Activity	Building Name(s)	Cost
Benchmarking	Click or tap here to enter text.	\$ Click or tap here to enter text.
Operations and Maintenance Program	Click or tap here to enter text.	\$ Click or tap here to enter text.
Energy Management Plan	Click or tap here to enter text.	\$ Click or tap here to enter text.
Energy Audit (see 1.3.1 for eligibility)	Click or tap here to enter text.	\$ Click or tap here to enter text.
Project Total Cost	LEAVE BLANK	\$ Click or tap here to enter text.
Additional Incentives (if available) <i>Source of funds:</i> Click or tap here to enter text.	LEAVE BLANK	(\$ Click or tap here to enter text.)
Totals		Request Total
Clean Buildings Performance Grants Request		\$ Click or tap here to enter text.

Energy Audits for Public Buildings (Public): supports energy audits for public buildings in accordance with [Section 8 of the CBPS](#) as part of a building’s compliance with the standard. ASHRAE level 1, level 2 audits or targeted level 2 audits are eligible for funding. Requests should not exceed \$0.50/sqft using the gross square footage of all building in the project unless as specified in 1.4.2.

Activity	Description	Building(s)	Gross sqft	Cost
Energy Audit (provide audit level in <i>Description</i> box)	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	\$Click or tap here to enter text.
Additional project costs	Click or tap here to enter text.	LEAVE BLANK		\$Click or tap here to enter text.

Totals			Cost per sqft	Request Total
Energy Audits for Public Buildings Request			\$Click or tap here to enter text.	\$Click or tap here to enter text.

Energy Efficiency Retrofits for Public Buildings (Public): supports building retrofit projects for publicly owned buildings that are pursuing compliance with the CBPS. Building retrofit projects can include but are not limited to heating and cooling upgrades, lighting upgrades, building and HVAC controls upgrades, building envelope upgrades, and purchasing equipment and materials. These projects must directly correlate to bringing a building below its EUI, in relation to the CBPS.

Activity	Description	Building(s)	Cost
Project design/Engineering	Investment grade audit fee. Professional design and engineering services including schematic design, construction drawings, technical specifications, coordination with construction team, and permitting support. Construction management by ESCO. Overhead and profit of ESCO. Measurement and verification of energy savings. DES Energy Program PM fee. Sales taxes as applicable.	Administrative Campus	\$398,477
Project Materials	Click or tap here to enter text.	Click or tap here to enter text.	\$Click or tap here to enter text.

Cost of Construction	Includes labor and materials to install heat pump boiler and integrate to existing building control system; general construction conditions, bonds and permits, GC site supervision of contractors, commissioning. Sales taxes as applicable. Excludes project contingency.	Administrative Campus	\$791,481
Project Total Cost		LEAVE BLANK	\$1,189,958
Additional Funding Sources			
Grantee Match, if available	<i>Source of funds:</i> Real Estate Investment Trust	LEAVE BLANK	(\$100,000)
Utility Incentives, if available	<i>Source of funds:</i> City of Port Angeles utility incentive	LEAVE BLANK	(\$305,000)
Totals			Total Request
Energy Efficiency Retrofits for Public Buildings Request			\$784,958

State Project Improvement (Public): supports improvements to minor works, stand-alone, or emergency projects at facilities owned by state agencies seeking CBPS compliance. Eligible projects must repair or replace existing building systems and reduce greenhouse emissions from state operations, including but not limited to HVAC, lighting, insulation, windows, and other mechanical systems. Awarded grants will pay the difference for enhancements to previously budgeted and approved capital projects that incorporate greater energy efficiency and conservation measures. Completion and submission of the [LCCA](#) is required for all applications EXCEPT applications for Tier 1 buildings that are pursuing compliance with CBPS. Tier 1 buildings may opt to submit [Form F](#).

Activity	Building(s)	Baseline Project (\$)	Alternative Project Cost (\$)
Project Direct Costs	Click or tap here to enter text.	\$(Click or tap here to enter text.)	\$(Click or tap here to enter text.)
Project Indirect Costs	LEAVE BLANK	\$(Click or tap here to enter text.)	\$(Click or tap here to enter text.)
Additional Funding Sources			
Amount Provided in Enacted Budget	LEAVE BLANK	\$(Click or tap here to enter text.)	\$(Click or tap here to enter text.)
Utility Incentives	<i>Source of funds:</i> Click or tap here to enter text.	\$(Click or tap here to enter text.)	\$(Click or tap here to enter text.)

Other Funding Sources, if available	<i>Source of funds:</i> Click or tap here to enter text.	(\$Click or tap here to enter text.)	(\$Click or tap here to enter text.)
Totals			
Total Project Cost		\$Click or tap here to enter text.	\$Click or tap here to enter text.
State Project Improvement Request			\$Click or tap here to enter text.

ADDITIONAL BUILDING INFORMATION TABLES

Copy and fill out as many as are needed for your application

Building # 2 etc

Building Name: Click or tap here to enter text.		Building Address: Click or tap here to enter text.	
County: Click or tap here to enter text.	Total Square Footage: Click or tap here to enter text.	Public or Private Ownership: Choose an item.	Hospital District? Choose an item.
CBPS Tier: Choose an item.	Clean Buildings ID: Click or tap here to enter text.	Building Activity Type: Choose an item.	Benchmarking Completed? Choose an item.
Building EUI Measured? Choose an item.	Building EUI Identified? Choose an item.	Building EUI: Click or tap here to enter text.	Building EUI: Click or tap here to enter text.

If your building has been benchmarked—the measurement and tracking of energy use in the building over time—what 12-month period was used to determine benchmarking/EUI?

Click or tap here to enter text.

If you are unable to determine your building’s EUI and/or EUI, please explain why.

Click or tap here to enter text.

Does your building(s) have any of the following currently in place? (if so, provide as attachment to your application)

- Approved Operations and Maintenance Plan
- Approved Energy Management Plan



2a

FEB 24 2026

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION Meeting Date **February 17, 2026**

REGULAR AGENDA Meeting Date: **February 24, 2026**

Required originals approved and attached?
Will be provided on:

Item summary:

- Call for Hearing
- Contract/Agreement/MOU - Contract # 11301-25-LTP
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

Executive summary:

The attached document is a DSHS–County Program Agreement that allows the Washington State Department of Social and Health Services (DSHS) to provide advance long-term payable funds to Clallam County for specific client service programs The program agreement period is from July 1, 2025 to June 30, 2026.

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 move to regular BOCC meeting for final signature.

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: February 10, 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)

11301-25-LTP
Revised: 3-04-2019

11331 - 25 - LTP

		COUNTY PROGRAM AGREEMENT Working Advance Long-Term Payable		DSHS Agreement Number 2563-63493
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.				Administration or Division Agreement Number County Agreement Number
DSHS ADMINISTRATION Facilities, Finance and Analytics Administration	DSHS DIVISION Financial Services	DSHS INDEX NUMBER 1215	DSHS CONTRACT CODE 8030CS-63	
DSHS CONTACT NAME AND TITLE Rebecca Doane Office Chief		DSHS CONTACT ADDRESS PO Box 45842 Olympia WA 98504-5842		
DSHS CONTACT TELEPHONE (360)763-2977	DSHS CONTACT FAX Click here to enter text	DSHS CONTACT E-MAIL rebecca.doane@dshs.wa.gov		
COUNTY NAME Clallam County Clallam County		COUNTY ADDRESS 111 East 3rd Street Port Angeles WA 98362		
COUNTY CONTACT NAME Kevin LoPiccolo				
COUNTY CONTACT TELEPHONE (360) 417-2523	COUNTY CONTACT FAX (360) 452-9605	COUNTY CONTACT E-MAIL kevin.lopiccolo@clallamcountywa.gov		
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No			ASSISTANCE LISTING NUMBERS	
PROGRAM AGREEMENT START DATE 07/01/2025	PROGRAM AGREEMENT END DATE 06/30/2026	MAXIMUM PROGRAM AGREEMENT AMOUNT Based on Annual Review		
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.				
COUNTY SIGNATURE(S)		PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED	
DSHS SIGNATURE		PRINTED NAME AND TITLE Cindy Carroll, Contract Consultant DSHS Central Contracts and Legal Services	DATE SIGNED	


 Approved as to form DPA

SPECIAL TERMS AND CONDITIONS

1. Definitions

- a. "Commingle" is the act of mixing the funds and/or Long-Term Payables for one program with the funds of another program.
- b. "Documentation of Funds form" (DOF) is a form provided to the County each year by DSHS on which the County records qualifying previous year expenditures from which DSHS can appraise and evaluate the amount of the existing Long-Term Payable or appropriate adjustments.
- c. "Long-Term Payable" means funds provided by DSHS to the County in anticipation of specific client services provided by the County. The County shall not be allowed to retain any overage of the Long-Term Payable funds if the County does not actually provide the anticipated services during the given timeframe. Long-Term Payable funds are to be reconciled by April 30 of each year and any funds not fully utilized shall be refunded to DSHS by **May 31** of each year.

2. Purpose

- a. It is the purpose of this Agreement to specify the procedure by which DSHS will assess and, if necessary, adjust the Long-Term Payable it provides to the County.
- b. Funds to support contracts for the following DSHS programs may be included in a Long-Term Payable: Developmental Disabilities Administration (DDA) and/or Aging and Long-Term Support Administration (AL TSA).

3. Statement of Work

a. County Responsibilities

- (1) The County shall submit to DSHS by **May 1**, on forms provided by DSHS, a completed Documentation of Funds form (DOF) from which DSHS shall assess whether or not an adjustment to the amount of the Long-Term Payable provided to the County is warranted.
 - (a) DSHS will consider whether a completed DOF was submitted by the date identified above in determining whether this agreement will be renewed in the future.
- (2) The County shall exclude all amounts related to its Prepaid Inpatient Health Plan expenditures from its DOF.
- (3) The County shall repay to DSHS all of the Long-Term Payable funds received from DSHS that exceed the amount that DSHS determines is warranted. Repayment requirements shall be based upon DSHS assessment of the most recent annual DOF submitted by the County to DSHS. Any Long-Term Payable funds not fully utilized by the County, as determined by DSHS through the DOF process, shall be refunded to DSHS by **May 31** of each year.
- (4) The County shall only utilize Long-Term Payable funds for the DSHS program or service for which the funds were originally designated. Long-Term Payable funds may not be commingled between or among programs or services.
- (5) Any interest the County earns on the Long-Term Payable funds shall only be utilized for the DSHS programs or services for which the funds were originally designated. Long-Term Payable interest shall not be used for programs or services unrelated to the client services anticipated by this Agreement.
- (6) The County shall record the Long-Term Payables in its financial records.

SPECIAL TERMS AND CONDITIONS

b. DSHS Responsibilities

- (1) DSHS shall assess the DOF submitted by the County to determine if, during the term of this Agreement, any adjustment to the original two month Long-Term Payable provided to the County is warranted.
- (2) Adjustment may include DSHS request for repayment by County of any Long-Term Payable amounts previously paid to County that are in excess of the amount currently warranted.

4. Termination

In the event that this Agreement, or a program contract listed in 2.b. above, is terminated prior to completion, DSHS shall take all available steps to recover any Long-Term Payable determined to be an overpayment and the County shall fully cooperate during the recovery process.



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FEB 24 2026

AGENDA ITEM SUMMARY

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

Department: Health and Human Services

WORK SESSION **Meeting Date** **February 17, 2026**

REGULAR AGENDA **Meeting Date:** **February 24, 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 # 11301-26-HCAMAC | |
| <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:

Attached is Washington State Health Care Authority Interagency Agreement for Medicaid Administrative Claiming Contract.

The Medicaid Administrative Claiming Agreement enables Clallam County Health and Human Services to receive federal Medicaid reimbursement for eligible administrative activities that help Medicaid clients access and coordinate covered services.

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

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

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: February 10, 2026

* Work Session Meeting - Submit 1 single sided/not stapled copy 11301-26-HCAMAC
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

	INTERAGENCY AGREEMENT for Medicaid Administrative Claiming	HCA Contract Number: K8622
		Contractor Contract Number: <i>11301-26-HCAMAC</i>

THIS AGREEMENT is made by and between Washington State Health Care Authority (HCA) and Clallam County Health & Human Services, (Contractor), pursuant to the authority granted by Chapter 39.34 RCW.

CONTRACTOR NAME		CONTRACTOR DOING BUSINESS AS (DBA)		
Clallam County Health & Human Services				
CONTRACTOR ADDRESS Street	City	State	Zip Code	
111 E 3rd Street	Port Angeles	WA	98362	
CONTRACTOR CONTRACT MANAGER	CONTRACTOR TELEPHONE	CONTRACTOR E-MAIL ADDRESS		
Kevin LoPiccolo	(360) 417-2523	kevin.lopiccolo@clallamcountywa.gov		

HCA PROGRAM	HCA DIVISION/SECTION
Medicaid Administrative Claiming	Medicaid Programs Division/Community Services
HCA CONTRACT MANAGER NAME AND TITLE	HCA CONTRACT MANAGER ADDRESS
Jon Brogger, Health Care Program Manager	Health Care Authority 626 8th Avenue SE Olympia, WA 98504
HCA CONTRACT MANAGER TELEPHONE	HCA CONTRACT MANAGER E-MAIL ADDRESS
(360) 725-1647	jon.brogger@hca.wa.gov

CONTRACT START DATE	CONTRACT END DATE	TOTAL MAXIMUM CONTRACT AMOUNT
January 1, 2026	December 31, 2029	No Maximum

PURPOSE OF CONTRACT:
 The purpose of this Contract is to support Medicaid related outreach and linkage activities performed by Local Health Jurisdictions (LHJ) to Washington State residents who live within its jurisdiction. These activities assist residents who have no or inadequate medical coverage, and includes explaining the benefits of the Medicaid program, assisting them in the Medicaid application and renewal processes, and linking them to Medicaid covered services. This Agreement provides a process for partially reimbursing the Contractor for allowable and reasonable expenses associated with the time its staff spend performing Medicaid Administrative Claiming (MAC) activities.

The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will only be binding upon signature by both parties. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) transmission of a signed copy of this contract shall be the same as delivery of an original.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE Kevin LoPiccolo Director	DATE
HCA SIGNATURE <small>DocuSigned by:</small> <i>Andria Howerton</i>	PRINTED NAME AND TITLE Andria Howerton Deputy Contracts Administrator	DATE 11/20/2025

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1. **DEFINITIONS**

“**A19-1A Invoice Voucher**” or “**A19**” means the state of Washington Invoice Voucher used by Contractors and vendors to submit claims for payment in return for goods and/or Services provided to Health Care Authority (HCA) or its clients.

“**Activity Code**” or “**Code**” means the code assigned to the daily activities performed by Contractor staff in order to identify the percentage of time spent on any given activity.

“**Administrative Fee**” means the dollar amount charged to a contractor by HCA based on a percentage of each contractor’s billing for Federal Financial Participation (FFP) claimed at the federally approved match rate, to offset HCA’s costs incurred in administering this Contract.

“**Apple Health**” or “**Medicaid**” means the Washington State Medicaid program funded by the federal and state government, which pays for medical coverage for children and adults who meet specific income criteria.

“**Audit**” means an investigation of a contractor’s MAC program and financial information to ensure compliance with state, federal, and local laws.

“**Authorized Representative**” means a person to whom signature authority has been delegated in writing acting within the limits of the person’s authority.

“**Billing Quarter**” means a calendar quarter consisting of three (3) consecutive calendar months beginning with the first date of the calendar quarter during which this Agreement starts. The Contractor shall use Billing Quarters as the time periods for which claims for FFP are made.

“**Budget Unit**” means the individual contractor eligible to submit a claim for reimbursement to HCA, and includes all of its subunits.

“**Budgeting, Accounting and Reporting System**” or “**BARS**” or “**BARS Manual**” The BARS Manual prescribes accounting and reporting for local governments in accordance with RCW 43.09.200 and found at this website <https://sao.wa.gov/>.

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

“**Centers for Medicare and Medicaid Services**” or “**CMS**” means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

“**Certified Public Expenditure**” or “**CPE**” means the sources of funds certified as actual expenditures by a local or public governmental entity and used as the State share in order to receive federal matching Medicaid funds, or Federal Financial Participation (FFP).

“**Client**” means an individual who is eligible for or receiving services through HCA program(s).

“Code of Federal Regulations” or “C.F.R.” means all references in this Contract to C.F.R. chapters or sections include any successor, amended, or replacement Regulation. The C.F.R. may be accessed at <http://www.eC.F.R.gov/cgi-bin/EC.F.R.?page=browse>.

“Cognizant Agency” means the federal agency responsible for reviewing, negotiating, and approving Indirect Cost Rates.

“Confidential Information” means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

“Contract” or “Agreement” means the entire written agreement between HCA and the contractor, including any exhibits, documents, or materials incorporated by reference. MContract and Agreement may be used interchangeably.

“Contracts Administrator” means the HCA individual designated to receive legal notices and to administer, amend, or terminate this Contract.

“Contractor” means [Contractor Name], its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

“Corrective Action” or “Corrective Action Plan” means the written description of the plan the Contractor will complete in order to correct any finding or deficiency as identified by HCA or government entity.

“Cost Allocation Plan” or “CAP” means the official document which describes the procedures that states use in identifying, measuring, and allocating state agency costs incurred in support of all programs administered or supervised by the state agency. The Cost Allocation Plan makes explicit reference to the methodologies, claiming mechanisms, interagency agreements, and other relevant issues pertinent to the allocation of costs and submission of claims by MAC Contract acts. The Cost Allocation Plan must be reviewed and approved by CMS.

“Covered Entity” has the same meaning as defined in 45 C.F.R. 160.103.

“CPE Local Match Certification” means HCA's form the Contractor must submit with each quarterly invoice to report the source of funds certified as public expenditures and therefore eligible to be used as match for the MAC program.

“Data” means information disclosed, exchanged or used by Contractor in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Contract.

“Data Breach” means the acquisition, access, use, or Disclosure of Data in a manner not permitted under law or by this Contract, including but not limited to the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 C.F.R. 164.402.

“Direct Charge Method” means the method of accounting for Direct Costs without a stepdown allocation for single funding sources expenses wholly attributed to the MAC program.

“Direct Cost” means an operating expense that is wholly attributable to the MAC program and is not already included in the Indirect Cost Rate.

“Delivering Services in School-Based Settings: A Comprehensive Guide to Medicaid Services and Administrative Claiming” or **“CMS Guide”** means the document issued by CMS in 2023 and any supplements, amendments, or successor; incorporated herein by reference which provides guidance to States for developing and managing MAC programs.

“Designated Record Set” means a group of records maintained by or for a Covered Entity as defined in 45 C.F.R. 160.103, that is: the medical and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about individuals.

“Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

“Effective Date” means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

“Electronic Protected Health Information” or **“ePHI”** means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 C.F.R. § 160.103.

“Eligible Participant” or **“Participant”** or **“RMTS Participant”** means an employee of the Contractor that is in compliance with all federal, state, and HCA regulations including this Contract, the CAP, the Manual, CMS guidance, and any other requirements for participation in the MAC program and whose costs are eligible for claiming their staff time costs for conducting MAC activities.

“Federal Financial Participation” or **“FFP”** means the federal payment (or federal “match”) that is available at a rate of 50% for amounts expended by a state “as found necessary by the Secretary for the proper and efficient administration on the state plan” per 42 CFR § 433.15(b)(7). An enhanced FFP rate of seventy five percent (75%) is available for certain SPMP or interpretation administrative costs. Only permissible, non-federal funding sources are allowed to be used as the state match for FFP.

“**Fiscal Coordinator**” means the Contractor’s employee who is assigned to be the liaison between HCA and the Contractor for the accounting purposes of this Agreement. The Contractor may assign the fiscal and RMTS coordinator roles to the same staff if desired.

“**HCA Contract Manager**” means the individual identified on the cover page of this Contract who will provide oversight of the Contractor’s activities conducted under this Contract.

“**Health Care Authority**” or “**HCA**” means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

“**Health Insurance Portability and Accountability Act of 1996**” or “**HIPAA**” means, as codified at 42 USC 1320d-8, as amended, and its attendant Regulations as promulgated by the U.S. Department of Health and Human Services (HHS), CMS, the HHS Office of the Inspector General, and the HHS Office for Civil Rights. HIPAA includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

“**Individual(s)**” means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

“**Indirect Cost**” means an operating expense that is allocated across more than one program.

“**Indirect Cost Rate**” means the ratio, expressed as a percentage, of the Indirect Costs to a Direct Cost base as approved by the Contractor’s Cognizant Agency.

“**Information and Communication Technology**” or “**ICT**” means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

“**LHJ Claiming Manual**” or “**Manual**” means the HCA document or its successor including any updates, that describes how the Contractor must manage their MAC program and provides program guidance.

“**Limited Data Set(s)**” means a Data set that meets the requirements of 45 C.F.R. §§ 164.514(e)(2) and 164.514(e)(3).

“**Linkage**” means connecting Clients to Medicaid Covered Services.

“**Local Matching Funds**” means the Contractor’s non-federal tax dollars that are not otherwise obligated and are designated or certified to match the FFP rate of reimbursement.

“**MAC Activity**” or “**Allowable Activity**” or “**Reimbursable Activity**” or “**Claimable Activity**” means an activity that is administrative in nature, and necessary for the proper and efficient administration for the Medicaid state plan which must be in compliance as described in applicable federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement.

“Medicaid Administrative Claiming” or **“MAC”** means the source of funding for reimbursements provided in this Agreement shared between the Contractor and the Federal Financial Participation (FFP).

“Medicaid Covered Services” means the array of federally required and Washington State legislatively appropriated medical and social services available to Medicaid Clients through the State Medicaid Plan (Apple Health).

“Medicaid Eligibility Rate” or **“MER”** means the proportional share of Medicaid individuals to the total number of individuals in the target population (Contractor’s jurisdiction) as defined in the CAP, Manual and this Agreement.

“Minimum Necessary” means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

“Monitoring” means review of a Contractor’s MAC program to ensure program integrity.

“Office of Management and Budget” or **“OMB”** means a division under the Executive Office of the President of the United States.

“Operating Expense” means those costs incurred by the Contractor to perform business activities and includes both Direct Costs and Indirect Costs. Only operating expenses necessary to operate the Contractor’s MAC program are allowable for FFP reimbursement.

“Outreach” means activities undertaken by the Contractor to inform individuals, families and community members within its jurisdiction about Services available and encourage access to these Services.

“Permissible Use” means only those uses authorized in this Contract and as specifically defined herein.

“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses (including or excluding zip code), telephone numbers, social security numbers, driver’s license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

“Position Description” means a document summary of specific duties and responsibilities assigned to a staff position.

“Proprietary Information” refers to any information which has commercial value and is either: (1) technical information, including patent, copyright, trade secret, and other Proprietary Information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services; or (2) non-technical information relating to products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting Data and information, suppliers, customers, customer lists, purchasing Data, sales

and marketing plans, future business plans, and any other information which is proprietary and confidential. Contractor's Proprietary Information is information owned by Contractor to which Contractor claims a protectable interest under law.

"Protected Health Information" or "PHI" means information that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or past, present or future payment for provision of health care to an Individual. 45 C.F.R. 160 and 164. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe, can be used to identify the Individual. 45 C.F.R. 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 C.F.R. 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv).

"Random Moment Time Study" or "RMTS" or "System" or "Time Study" means an electronic System that quantifies the daily activities of eligible time study Participants through a statistically valid sampling methodology and allocates allowable participant costs to the MAC program. The System calculates the amount of FFP reimbursement based on the Contractors RMTS results, staff costs, MER, costs and other applicable calculations as described in the CAP, Manual and this Agreement.

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

"Regulation" means any federal, state, or local Regulation, rule, or ordinance.

"RMTS Consortium" or "RMTS Consortia" or "Consortium" or "Consortia" means a group of Contractors who have organized together based on similar duties their staff perform, organizational structure, type of programs, scope of work, or regional working relationships and will participate in a single time study together in order to achieve statistical validity.

"RMTS Coordinator" means an employee of the Contractor who is assigned to be the time study liaison between HCA and the Contractor for purposes of this Agreement. The Contractor may assign the fiscal and RMTS coordinator roles to the same staff if desired.

"Skilled Professional Medical Personnel" or "SPMP" means an individual who has completed a two-or-more-year program leading to an academic degree or certificate in a medically related profession, demonstrated by possession of a medical license, certificate or other document issued by a recognized National or State medical licensure or certifying organization or a degree in a medical field issued by a college or university certified by a professional medical organization.

"State Fiscal Year" or "SFY" means a twelve (12) month period beginning on July 1st of one calendar year and ending on June 30th of the following calendar year. The SFY is broken into four (4) Billing Quarters.

"State Medicaid Plan" means the comprehensive written commitment by HCA, submitted under 1902(a) of the Social Security Act and approved by CMS, to administer the Washington State Medicaid program in accordance with federal and state requirements.

“**Statement of Work**” or “**SOW**” means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is included as Attachment 1.

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

“**Sub-unit**” means an individual cost center or budget unit within a budget unit (LHJ).

“**Successor**” means any entity or individual which, through amalgamation, consolidation, or other legal succession becomes invested with rights and assumes burdens of the first contractor/vendor or any person who succeeds to the office, rights, responsibilities or place of another.

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

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

2. **STATEMENT OF WORK**

Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Attachment 1.

3. **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Contract will commence on **January 1, 2026**, and be completed on **December 31, 2029**, unless terminated sooner or extended upon written agreement between the parties.

4. **PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Compensation for services will be based on the following rates or in accordance with the following terms.

4.1. Source of Funds for Administrative Claiming are as follows:

- 4.1.1. Fifty percent (50%) of funds is received from the United States Department of Health and Human Services under Medical Assistance Program CFDA 93.778; and
 - 4.1.2. Fifty percent (50%) is received from the Contractor's Local Matching Funds.
- 4.2. Source of funds for Administrative Claiming for appropriately documented Skilled Professional Medical Personnel and appropriately documented Interpreter staff Administrative Claiming are as follows:
 - 4.2.1. Seventy-five percent (75%) of funds is received from the United States Department of Health and Human Services under Medical Assistance Program CFDA 93.778; and
 - 4.2.2. Twenty-five percent (25%) is received from the contractor's local matching funds.
- 4.3. Local matching funds must meet CPE requirements and must be in the Contractor's budget and under the Contractor's control. These funds cannot be contributed by or certified by healthcare providers or subcontractors.
- 4.4. HCA will not issue reimbursement for any quarters where HCA receives credible evidence or suspected evidence of a system failure that has the potential to impact the integrity of the reimbursement request. This includes but is not limited to failures related to the time study, MER calculation, claim calculation, or reconciliation.
 - 4.4.1. HCA will pursue corrective action as needed and will restore payment after any issues related to the reimbursement request are resolved, and the requested amount is accurate.

5. **BILLING PROCEDURE**

- 5.1. Contractor must submit accurate invoices to the HCA Contract Manager for all amounts to be paid by HCA via e-mail to the HCA Contract Manager email address listed on the cover of this Agreement. Include the HCA Contract number in the subject line of the email.
- 5.2. All invoices will be reviewed and must be approved by the Contract Manager or designee prior to payment.
- 5.3. Contractor shall only submit invoices for Services or deliverables as permitted by this section of the Contract. The Contractor shall not bill HCA for Services performed under this Contract, and HCA shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for such Services or deliverables.
- 5.4. Contractor must submit properly itemized invoices to include the following information, as applicable:
 - 5.4.1. The HCA Contract number;

- 5.4.2. Contractor name, address, phone number;
 - 5.4.3. Description of Services;
 - 5.4.4. Date(s) of delivery;
 - 5.4.5. Net invoice price for each item;
 - 5.4.6. Applicable taxes;
 - 5.4.7. Total invoice price; and
 - 5.4.8. Payment terms and any available prompt payment discount.
- 5.5. HCA will return incorrect or incomplete invoices for correction and reissue. The Agreement number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.
- 5.6. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in this Agreement.
- 5.7. Upon expiration or termination any claims for payment for costs due and payable under this Agreement that are incurred prior to the expiration date must be submitted by Contractor within sixty (60) calendar days after the expiration date. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at HCA's sole discretion, and any such potential payment is contingent upon the availability of funds.

6. ACCESSIBILITY

- 6.1. **REQUIREMENTS AND STANDARDS.** Each information and communication technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, et seq. For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.
- 6.2. **DOCUMENTATION.** Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.

6.3. **REMEDICATION.** If the Contractor claims that its products or services satisfy the applicable requirements and standards specified in this Section and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.

6.4. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by an Authorized Representative of each party.

8. SUBCONTRACTING

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written approval. HCA shall have no responsibility for any action of any such Subcontractors.

9. 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 will not be unreasonably withheld.

10. CONTRACT MANAGEMENT

The Contract Manager for each of the parties, named on the face of this Contract, will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement. Either party must notify the other party within thirty (30) days of change of Contract Management. Changes in Contract Management shall require an amendment.

11. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

12. 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 will appoint one member to the dispute board. The members so appointed will jointly appoint an additional member to the dispute board. The dispute board will review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The dispute board will thereafter decide the dispute with the majority prevailing. The determination of the dispute board will be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

13. 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 will 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 will be resolved by giving precedence in the following order:

- 13.1. Applicable Federal and State of Washington statutes and regulations;
- 13.2. Attachment 1: Statement of Work; and
- 13.3. Any other provisions of the agreement, including materials incorporated by reference.

14. INDEPENDENT CAPACITY

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

15. RECORDS MAINTENANCE

- 15.1. The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records will be 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 will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.
- 15.2. 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 it a reasonable opportunity to respond. Each

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

16. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by HCA. Data will include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

17. CONFIDENTIALITY

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. Contractor agrees that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

18. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference will be held invalid, such invalidity will 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.

19. FUNDING AVAILABILITY

HCA's ability to make payments is contingent on funding availability. 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, HCA, at its sole discretion, may elect to terminate the Agreement, in whole or part, or to renegotiate the Agreement subject to new funding limitations and conditions. HCA may also elect to suspend performance of the Agreement until HCA determines the funding insufficiency is resolved. HCA may exercise any of these options with no notification restrictions.

20. TERMINATION

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties will be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

21. 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 30 days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

22. WAIVER

A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will 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.

23. 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 will be deemed to exist or to bind any of the parties hereto.

24. SURVIVORSHIP

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive. In addition, the terms of the sections titled Rights in Data, Confidentiality, Disputes and Records Maintenance shall survive the termination of this Agreement.

Attachments

Attachment 1: Statement of Work

ATTACHMENT 1: STATEMENT OF WORK

The purpose of this Agreement is to support Medicaid related outreach and linkage activities performed by Local Health Jurisdictions (LHJ) to Washington State residents who live within its jurisdiction. These activities assist residents who have no or inadequate medical coverage, and includes explaining the benefits of the Medicaid program, assisting them in the Medicaid application and renewal processes, and linking them to Medicaid covered services. This Agreement provides a process for partially reimbursing the Contractor for allowable and reasonable expenses associated with the time its staff spend performing Medicaid Administrative Claiming (MAC) activities.

The Contractor must provide staff and perform all activities necessary to do the work outlined in this Agreement.

1. Contractor Responsibilities

The Contractor is responsible for monitoring its MAC program to ensure compliance with all applicable laws, regulations and guidelines specific to the MAC program as described in this Agreement and comply with all roles, responsibilities, limitations, restrictions, and documentation requirements described in the CAP, Manual, associated federal and state regulations, and this Agreement. Only expenses that are reasonable and allowable, are permitted for reimbursement. HCA expects the MAC program to be managed similarly to other federal awards and expects the RMTS and Fiscal coordinators to report to, or work closely, with an administrator assigned oversight authority of the LHJ.

The Contractor must:

- 1.1. Provide the necessary staff to perform the allowable MAC activities described in the Cost Allocation Plan (CAP), and perform the work necessary to ensure all applicable laws, regulations and guidelines specific to the MAC program and this Agreement are in compliance including but not limited to:
 - 1.1.1. Code of Federal Regulation (CFR) Title 42 and Title 45;
 - 1.1.2. 1903(w)(6)(A) of the Social Security Act;
 - 1.1.3. [Delivering Services in School-Based Settings: A Comprehensive Guide to Medicaid Services and Administrative Claiming 2023](#);
 - 1.1.4. Revised Code of Washington (RCW);
 - 1.1.5. The LHJ MAC Claiming Manual;
 - 1.1.6. HCA-approved LHJ MAC training documents;

- 1.1.7. 2 CFR 225 Cost Principles for State, Local, and Indian Tribal Governments;
 - 1.1.8. OMB Compliance Supplements;
 - 1.1.9. Washington State Medicaid Plan; and
 - 1.1.10. Secretary of State (SOS) records retention schedule.
- 1.2. Maintain documentation to support each administrative claim submitted to HCA for reimbursement as required by federal, state, HCA and CMS Regulations, the CAP, the Manual and this Agreement. The documentation must be sufficiently detailed in order to determine whether the activities are necessary for the proper and efficient administration of the Medicaid State Plan and support the appropriateness of the administrative claim.

The Contractor must:

- 1.2.1. Maintain all documentation related to staff participation in the RMTS according to section 1902(a)(4) of the Act and 42 CFR § 431.17; see also 45 CFR § 74.53 and 42 CFR § 433.32(a) (requiring source documentation to support accounting records) and 45 CFR § 74.20 and 42 CFR § 433.32(b and c) (retention period for records) and as described in [Delivering Services in School-Based Settings: A Comprehensive Guide to Medicaid Services and Administrative Claiming 2023](#);
- 1.2.2. Maintain all documentation related to MAC claiming, according to section 1902(a)(4) of the Act and 42 CFR § 431.17; see also 45 CFR § 74.53 and 42 CFR § 433.32(a) (requiring source documentation to support accounting records) and 45 CFR § 74.20 and 42 CFR § 433.32(b and c) (retention period for records) and as described in [Delivering Services in School-Based Settings: A Comprehensive Guide to Medicaid Services and Administrative Claiming 2023](#);
- 1.2.3. Comply with the SOS records retention schedule;
- 1.2.4. Assure all documentation is immediately accessible and available, must be in a useful and readable format, and must be stored electronically within the System at every opportunity as determined by HCA;
- 1.2.5. Provide any and all information and documentation requested by HCA within thirty (30) business days, or within a written, mutually agreed upon time frame; and
- 1.2.6. Submit any Audit related to its MAC program to HCA within thirty (30) business days of receipt of the final report. This includes but is not limited to SAO Audits, OMB Circular Compliance Supplement Audits,

Federal Reviews or Federal Audits. The contractor must provide to HCA, any corrective action related to MAC findings and questioned costs within thirty (30) business days of submission.

1.3. Abide by all roles, responsibilities, limitations, restrictions, and documentation requirements including but not limited to those described in the CAP, the Manual, and this Agreement.

1.4. Only include staff in the claimed reimbursement (through the RMTS or direct charge method) who are eligible to participate. The Contractor is prohibited from including any staff in the RMTS or the claimed reimbursement unless their job positions comply with the criteria described in the CAP, the Manual, and this Agreement.

Staff who may be eligible to be included in the RMTS or claimed reimbursement must:

1.4.1. Not be included in another MAC time study or reimbursement claim;

1.4.2. Be directly employed or contracted by the LHJ, or an HCA approved Subcontractor;

1.4.3. Be reasonably expected to perform MAC related activities;

1.4.4. Have all federal dollars appropriately off-set according to the CAP and Manual;

1.4.5. Not be included in the calculation of an indirect cost rate that is used to calculate FFP reimbursement;

1.4.6. Not include any Federally Qualified Health Clinic (FQHC) staff (or expenses) whose costs are included in the FQHC cost report; and

1.4.7. Be job positions that fit within these job categories: nurses, other medical professionals, other professional classifications, community outreach and linkage classifications, manager/supervisor/administrator classifications, or administrative support classifications as described in the CAP and Manual.

1.5. Designate staff for an RMTS Coordinator and a Fiscal Coordinator to be responsible for daily oversight and management of the Contractor's MAC program.

1.5.1. The RMTS and Fiscal Coordinator roles may be assumed by one individual if desired.

1.5.2. The Contractor must submit contact information to the HCA Contract Manager for each coordinator, including their assigned role, name, telephone number, fax number, email, and address prior to participation in the MAC program, within seven (7) calendar days of the change.

- 1.5.3. The Contractor must ensure the Coordinators accurately perform all responsibilities listed in the CAP, the Manual, and this Agreement. Including but not limited to the following:
 - 1.5.3.1. The Coordinators must participate in any scheduled RMTS consortium conference calls; and
 - 1.5.3.2. The Coordinators must ensure federal, state, and HCA MAC policies are implemented.
- 1.6. Certify all data entered into the System is true and accurate, and based on actual expenditures incurred during the period of performance of the invoice. This certification must be maintained within the System. This includes, but is not limited to: calendaring, Staff/Participant lists, salary and benefits, direct charges or other claimed costs, indirect rate, MER, and any other data used to generate a claim to HCA for reimbursement.
- 1.7. Verify all data that is determined necessary to be stored electronically within the System or other associated websites, or databases as described in the CAP, Manual and this Agreement is physically entered and stored according to the SOS Retention Schedule. This data includes, but is not limited to: calendaring, Staff/Participant lists, salary and benefits, direct charges or other claimed costs, indirect rate, MER, and any other data used to generate a claim to HCA for reimbursement.
- 1.8. Prepare an annual MER proposal by using [HCA form 13-954](#) (Medicaid Administrative Claiming Local Health Jurisdiction Medicaid Eligibility Rate Proposal) to include the MER calculation and formula, the data sources used to determine the MER, the data collection process, the Contractor's monitoring process to ensure accuracy of the MER and any other relevant information.
 - 1.8.1. The proposal must be submitted to HCA no later than December first of each year.
 - 1.8.2. The proposal must be updated and re-submitted if the data source or collection, calculations, or monitoring changes thirty (30) business days prior to the change.
- 1.9. Submit a quarterly CPE certification identifying the revenue account codes as found in the BARS manual with each invoice validating the accuracy of the CPE.
- 1.10. Submit an annual certificate of indirect costs by using [HCA form 02-568](#) (Certificate of Indirect Costs) that certifies the accuracy of indirect cost rate proposal submitted to their Cognizant Agency each January.
- 1.11. Certify the accuracy of all data used to determine a quarterly MAC reimbursement by signing the A19 by an Authorized Representative. This certification extends to all RMTS data, MER data and financial data.

- 1.12. Complete a one hundred percent (100%) code review of all RMTS moments to ensure the code and narrative correlate, within forty five (45) calendar days after the end of the quarter.
- 1.13. Finalize and certify the accuracy of the 10% quality assurance review no more than 10 (ten) calendar days after the 10% review is received.
- 1.14. Monitor the RMTS non response rate, identify and take corrective action to resolve any deficiencies in staff responses.

Corrective action must:

- 1.14.1. Be implemented within ten (10) business days; and
 - 1.14.2. Be documented and available to HCA upon request.
- 1.15. Use a System that is statistically valid and in compliance with all state, and federal laws and Regulations whether through a third-party or other means as stated in the CAP.
 - 1.16. Not participate in a time study or claiming process for the HCA MAC program with any entity that does not have an executed agreement with HCA.
 - 1.17. Not participate in an RMTS consortium without prior written approval from HCA and express, written approval of the Consortia organization and membership.
 - 1.18. If identified as a Lead Agency for the RMTS Consortium, the Contractor must perform the Lead Agency duties described in the CAP and Manual and participate in the current statewide LHJ Steering Committee, including attending LHJ MAC work group meetings hosted by HCA.
 - 1.19. Ensure all interpreter staff have been tested and certified by Washington State Department of Social and Health Services (DSHS) as defined by DSHS. The Contractor is prohibited from claiming the enhanced seventy five percent (75%) rate for any interpretation activities unless:
 - 1.19.1. The staff has been certified by DSHS;
 - 1.19.2. The MAC activities performed are part of the staff's assigned job duties; and
 - 1.19.3. The allowable MAC activity was performed on behalf of children under twenty one (21).
 - 1.20. Ensure all Coordinators and Participants have completed and have certified their understanding of the training prior to participating in the MAC program, and annually thereafter. The contractor is prohibited from allowing any staff to participate in the program unless they have completed and have certified their understanding of the training.

The Contractor must:

- 1.20.1. Ensure all Coordinators receive HCA approved training prior to participation;
 - 1.20.2. Only use training materials that have been approved in writing by HCA;;
 - 1.20.3. Ensure all Participants certify completion of the online training before performing any duties within the System or participating in the RMTS;
 - 1.20.4. Ensure all Participants fully understand each RMTS Activity Code and how to answer moments according to what activity they were doing during the interval of the sampled moment;
 - 1.20.5. Train all Participants to maintain proper documentation for MAC related activities; and
 - 1.20.6. Track the completion and certification of training within the System, and must be available upon request by HCA.
- 1.21. Comply with all HCA revisions to RMTS/claiming requirements as described in the CAP and Manual.
 - 1.22. Only use the RMTS Activity Codes (or their successors) in the CAP or Manual as approved by HCA, for participation in MAC.

2. Documentation and Forms

- 2.1. Contractor must use all forms and documentation as outlined in this Contract and within the Manual, including but not limited to the following:
 - 2.1.1. Utilize the RMTS System for the time study and claims calculation;
 - 2.1.2. Utilize the current State of Washington A19-1A Invoice Voucher (A19) produced by the System for submitting quarterly A19s to HCA;
 - 2.1.3. Provide, maintain, and have available all supporting documentation for the time study and claiming in a readable and usable format as required in this Contract and Manual; and
 - 2.1.4. Create and maintain quarterly documents reconciling all costs claimed for each A19.
- 2.2. Submit all Audit reports within thirty (30) calendar days of issuance to HCA including, but not limited to State Auditor Office (SAO) Audits, OMB Circular A-133 Single Audit Guidance, Federal Reviews, or Federal Audits.
 - 2.2.1. Submit to HCA any corrective action related to MAC findings and questioned costs within thirty (30) calendar days of submission.

2.3. Maintenance of Records

During the term of any contract and for six (6) years following the termination or expiration of the Contract, the parties must maintain records sufficient to:

- 2.3.1. Document performance of all acts required by any Contract and applicable statutes, Regulations, and rules;
- 2.3.2. Substantiate the Contractor's statement of its organization's structure, tax status, administrative capabilities, and performance;
- 2.3.3. Demonstrate accounting procedures, practices, and records which sufficiently and properly document all invoices, expenditures, and payments;
- 2.3.4. Maintain all documentation related to MAC claiming and staff participation in the RMTS according to section 1902(a) (4) of the Act and 42 CFR 431.17. See also 45 CFR 74.53 and 42 CFR 433.32(a), requiring source documentation to support accounting records, and 45 CFR 74.20 and 42 CFR 433.32(b) and (c), retention period for records, and as described in [Delivering Services in School-Based Settings: A Comprehensive Guide to Medicaid Services and Administrative Claiming](#); and
- 2.3.5. Provide any and all information and documentation as requested by HCA, state and/or federal Auditors and reviewers in a readable and usable format.

3. Billing and Claiming

The Contractor must submit invoices for reimbursement to HCA for review and approval within one hundred twenty (120) calendar days following the end of each Billing Quarter. Upon approval, the Contractor must submit a signed A19-1A invoice voucher within thirty (30) calendar days.

- 3.1. Invoices submitted after one hundred twenty (120) calendar days following the end of the Billing Quarter may result in corrective action.
- 3.2. HCA will not offset negative balances against future A19s. The Contractor must immediately remit a check to HCA for any funds requiring repayment.
- 3.3. HCA is not a recovery agent and any overpayments that are at or beyond the one hundred eighty (180) calendar day mark will be turned over to the Office of Financial Recovery (OFR).
- 3.4. HCA will not seek reimbursement for any invoice received after the 23rd month of the two-year federal filing deadline.

- 3.4.1. Contractor must not bill and HCA must not pay for Services performed under this Contract if the Contractor has charged or will charge another agency of the State of Washington or any other party for the same Services.

4. Calculating the FFP and Generating an Invoice

The Contractor is responsible for ensuring all data (including all RMTS and financial data) used to calculate the amount of FFP submitted to HCA for reimbursement is accurate, based on actual expenses incurred during the period of performance, and complies with all federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement. The Contractor must certify the accuracy of all data used to calculate the amount of FFP by an Authorized Representative signing the A19-1A Invoice Voucher (A19). The Contractor must use a System that is statistically valid and in compliance with all state, and federal laws and Regulations whether through a third- party or other means as stated in the CAP to calculate the amount of FFP and generate a claim.

- 4.1. The Contractor must submit invoices to HCA for FFP on a quarterly basis.
- 4.2. All data used to calculate the FFP must be from the same period of service.
- 4.3. All data used to calculate the FFP must be the actual cost/expenditure and not approximated.
- 4.4. The FFP is determined by calculating the total adjusted costs, multiplying these costs by the adjusted RMTS results, and the applicable Medicaid Eligibility Rate (MER), adding any direct charges, and then applying the appropriate FFP rate.
- 4.5. The invoice must be generated within one hundred twenty (120) business days of the end of the quarter and generated based on following five components:
 - 4.5.1. Cost pool construction;
 - 4.5.2. Calculating allowable Medicaid administrative time via the System or direct charge method and documentation;
 - 4.5.3. Calculation and application of the pertinent MER;
 - 4.5.4. Calculation and application of the indirect cost rate; and
 - 4.5.5. Application of the appropriate FFP rate.
- 4.6. Cost Pool Construction
 - 4.6.1. The Contractor must comply with all federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement when constructing cost pools.

- 4.6.2. The Contractor is prohibited from including any unallowable costs in any cost pool.
- 4.6.3. The Contractor must include all costs used to calculate the FFP reimbursement to one of these six (6) cost pools:
 - 4.6.3.1. Cost Pool 1: MAC SPMP;
 - 4.6.3.2. Cost Pool 2: MAC Non-SPMP;
 - 4.6.3.3. Cost Pool 3a and 3b: Non-MAC;
 - 4.6.3.4. Cost Pool 4: MAC Direct Charge – enhanced;
 - 4.6.3.5. Cost Pool 5: MAC Direct Charge – non-enhanced; and
 - 4.6.3.6. Cost Pool 6: Allocated.
- 4.6.4. Costs included in the calculation of an indirect cost rate are prohibited from being assigned to any of the six cost pools except by application of the indirect cost rate.
- 4.6.5. All costs assigned to each cost pool must be allowable and comply with cost pool and allowability descriptions in the CAP and Manual.
- 4.7. Calculating Allowable Medicaid Administrative Time
 - The Contractor must:
 - 4.7.1. Use only the RMTS or the Direct Charge method to calculate the percent of reimbursable time.
 - 4.7.2. Use the RMTS for all eligible staff who are not certified as a Single Cost Objective.
 - 4.7.3. Use the RMTS results produced by the System.
 - 4.7.4. Will not alter the RMTS results and will certify the accuracy of the data by signing the A19 by an authorized Contractor representative.
 - 4.7.5. Use only the Direct Charge method for staff who are certified as a Single Cost Objective.
 - 4.7.5.1. These staff are required to document their daily work activities in fifteen (15) minute increments.
 - 4.7.5.1.1. Daily logs must be maintained according to the SOS record's retention schedule.

4.7.5.1.2. All daily logs must have a quarterly summary rolling up all time over the quarter.

4.7.5.2. These staff must complete a single cost objective certification quarterly using an HCA approved form.

4.7.5.3. Each single cost objective staff must be reported individually on the invoice.

4.7.5.4. The invoice must report the name, the actual amount of time spent performing allowable MAC activities, and total dollar amount claimed for reimbursement for each staff.

4.8. Direct Charge for Interpretation Service Contracts

The Contractor may only direct charge for a portion of the Interpretation Service contracts and only for allowable interpretation activities as described in this Agreement.

4.8.1. Services direct charged must be for interpretation activities identified as allowable activities within the Manual, the CAP, and this Agreement. The Contractor is prohibited from including any other portion of an Interpretation Services Contract in the calculation for FFP reimbursement.

4.8.2. Each interpretation activity must be documented to HCA's satisfaction, in fifteen (15) minute increments, using a patient encounter form that includes, at minimum, the following data elements:

4.8.2.1. Appointment time/duration;

4.8.2.2. Client Name/ID/transaction information;

4.8.2.3. Interpreter Agency;

4.8.2.4. Interpreter Name or Employee ID;

4.8.2.5. Language/communication type;

4.8.2.6. Requestor or nurse name; and

4.8.2.7. The forms must be maintained according to SOS Record's retention schedule.

4.8.3. The above data from all patient encounter forms, except Client Name/ID Information, must be transferred onto a single spreadsheet that is searchable and sortable must be available upon request. When requested, the data will be provided in a readable, usable, mutually agreed upon format.

- 4.8.4. The invoice must report a summary for each Interpretation Service contract including the names of the interpreting staff, the total amount of time spent performing allowable MAC activities, and total dollar amount claimed for reimbursement.
- 4.8.5. The Contractor is prohibited from altering the information on the patient encounter forms and certifies the accuracy of the data entered into the spreadsheet and the System by signing the A19 by an Authorized Representative.
- 4.9. Calculation and Application of the Pertinent MER
 - 4.9.1. All MERs must be calculated quarterly and match the methodology outlined in the contractor's annual MER proposal.
 - 4.9.2. All MERs must be based on the quarter claimed.
 - 4.9.3. All MAC activities that benefit the Contractors Clients directly and are performed within a program that identifies Clients may use a Client-based MER as described in the CAP and Manual.
 - 4.9.4. All MAC activities that benefit the Contractor's Clients directly and are performed within a program that operates a primary care or specialty clinic may use a clinic-based MER as described in the CAP and Manual.
 - 4.9.5. All MAC activities that benefit a larger population in the geographical region served by the Contractor, or in programs that do not identify Clients or collect demographic data may use the modified county-wide MER.
 - 4.9.6. The Contractor is required to collect and maintain demographic data used to determine Medicaid enrollment for all Clients served within budget units whose costs are included in the FFP reimbursement. The Contractor is prohibited from including clients from any budget unit that is not allowable within the MAC program.
- 4.10. Demographic Data Requirements for the Client MER:
 - 4.10.1. All data related to Medicaid enrollment and the MER must be maintained according to the SOS records retention schedule.
 - 4.10.2. The information collected must be sufficiently detailed to determine Medicaid enrollment through HCA's ProviderOne System.
 - 4.10.3. The information must be entered in the Contractor's Client information System or database.

- 4.10.4. The Contractor must produce a single electronic list of all unduplicated Clients served over the quarter within thirty (30) business days of the end of the quarter.
- 4.10.5. The Contractor is prohibited from including the same Client more than once (duplicating) on the quarterly list.
- 4.10.6. The Contractor must submit the quarterly list to either their third party System operator or other System operator which calculates the Client-based and clinic-based MER.

4.11. Calculation and Application of the Indirect Cost Rate

All indirect cost rates must be developed in accordance with all applicable regulations and guidelines including the 2 CFR Chapter I, Chapter II, part 200, et al (OMNI Circular).

The Contractor will ensure the following:

- 4.11.1. Have an indirect cost rate proposal approved by their Cognizant Agency;
- 4.11.2. Certify the accuracy of the indirect cost rate annually using HCA form 02-568 Certificate of Indirect Costs;
- 4.11.3. Verify all costs submitted to HCA for reimbursement are not duplicated through the indirect rate or any other mechanism; and
- 4.11.4. The Contractor is prohibited from requesting duplicate FFP for any cost.

4.12. Application of the Appropriate FFP Rate

The Contractor is:

- 4.12.1. Permitted to claim seventy five percent (75%) enhanced FFP only for specific allowable MAC activities accurately reported to SPMP or Interpretation Activity Codes as described in the CAP and Manual;
- 4.12.2. Required to verify the accuracy of activities reported to Activity Codes 12b, 12c, 7c and 7d;
- 4.12.3. Prohibited from claiming seventy five percent (75%) FFP for any other activities.
- 4.12.4. Permitted to claim fifty percent (50%) for all other accurately reported MAC Activity Codes; and
- 4.12.5. Required to certify the accuracy of the FFP claimed for reimbursement by signing the A19.

4.13. Certified Public Expenditures

The MAC invoice must document that there are adequate non-federal, local matching funds to support the costs of allowable MAC activities and be used as CPE.

The Contractor is:

- 4.13.1. Prohibited from using any source of funds as CPE that do not comply with federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement;
- 4.13.2. Required to certify all sources of funds used as for CPE are accurate, allowable, and in compliance with all federal, state, HCA and CMS Regulations, the CAP, Manual, and this Agreement quarterly by completing a Certified Public Expenditure Local Match Certification quarterly and by signing the A19;
- 4.13.3. Required to use the Budgeting, Accounting and Reporting System (BARS manual) prescribed accounting and reporting for local governments to identify and document the revenue account codes for all local matching funds reported as CPE;
- 4.13.4. Required to ensure the source of all CPE funds are not federal tax money and are not used as a match for federal money (by the Contractor or any other agency);
- 4.13.5. Only permitted to use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended or services provided under this Agreement;
- 4.13.6. Required to have funds available for MAC activities and the funds must be within the Contractor's control and budget;
- 4.13.7. Prohibited from using provider-related donations or impermissible health care related tax source for CPE;
- 4.13.8. Prohibited from using any private donations or non-public funds as a source for CPE without authorization from CMS' Center for Medicaid and State Operations' National Institutional Reimbursement Team (NIRT);
- 4.13.9. Prohibited from requiring or allowing private non-profits to participate in the financing of the non-federal share of expenditures;
- 4.13.10. Prohibited from allowing non-governmental units to voluntarily provide, or be contractually required to provide, any portion of the non-federal share of the Medicaid expenditures;

- 4.13.11. Prohibited from using funds payable under this Agreement for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Agreement shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of a state or federal agency, or an officer or member of any state or federal legislative body or committee regarding the award, amendment, modification, extension, or renewal of a state or federal contract grant;
- 4.13.12. Required to expend the total computable cost to Subcontractors for performance of allowable MAC activities;
- 4.13.13. Prohibited from submitting a request for FFP reimbursement to HCA until they have actually incurred the total computable cost; and
- 4.13.14. Prohibited from requiring the Subcontractor to provide the non-federal share of the payment, or return any portion of the total computable cost to the Contractor.

4.14. Revenue Offset

Federal or other unallowable funds that paid for MAC activities must be offset in the MAC invoice.

The Contractor is:

- 4.14.1. Prohibited from submitting a request for FFP reimbursement to HCA unless all funds are appropriately offset according to all federal, state, HCA and CMS Regulations, the CAP, Manual and this Agreement;
- 4.14.2. Required to certify the accuracy of the funds that are offset and the accuracy of the requested FFP reimbursement by signing the A19;
- 4.14.3. Required to ensure there is no duplication in FFP reimbursement between programs or cost objectives;
- 4.14.4. Financially responsible for repayment of any duplicated funds;
- 4.14.5. Required to provide documentation that Coordinators have been trained and fully understands the scope of work and terms of each funding source; and
- 4.14.6. Required to perform an assessment to determine whether each cost objective contained within the MAC budget unit(s) has potential to overlap with MAC;
- 4.14.7. The Contractor is prohibited from using any source of funds contained within the MAC budget unit until they have been assessed and determined appropriate;

- 4.14.8. The Contractor must complete the assessment as frequently as necessary to ensure proper allocation of cost, but at least annually and must be available upon request.
- 4.14.9. If the assessment determines any portion of the scope of work overlaps with MAC activities, the entire cost objective is deemed to overlap and is prohibited from being used as CPE; and
- 4.14.10. Required to identify costs that must be offset, and verify the remaining net costs are allowable for inclusion in the MAC program and eligible for FFP reimbursement.

5. Skilled Professional Medical Personnel (SPMP) Requirements

Contractor staff who have completed a two-or-more-year program leading to an academic degree or certificate in a medically related profession, demonstrated by possession of a medical license, certificate or other document issued by a recognized National or State medical licensure or certifying organization, or a degree in a medical field issued by a college or university certified by a professional medical organization are eligible for a seventy five percent (75%) enhanced reimbursement for specific MAC activities. Years of experience in the administration, direction, or implementation of the Medicaid program is not considered the equivalent of professional training in a field of medical care. The Contractor is permitted to perform SPMP activities as directed by HCA's Chief Medical Officer (CMO) to assist in achieving HCA's goals and administering the Medicaid State Plan.

The Contractor must:

- 5.1. Monitor and ensure that FFP reimbursement for SPMP activities are in compliance with all federal, state, HCA and CMS Regulations, the CAP, Manual and this Agreement. Federal requirements include 42 CFR § 432.2, 432.45, 432.50, and 433.15.
- 5.2. Have all forms and documents supporting the designation of an SPMP entered into the System and retained according to the SOS record's retention schedule.
- 5.3. Not, and is prohibited from, requesting seventy five percent (75%) enhanced reimbursement for:
 - 5.3.1. Any staff who are not certified as an SPMP, as stated above;
 - 5.3.2. Any staff whose position descriptions do not require certified SPMP duties or responsibilities;
 - 5.3.3. Any staff who are not directly employed by the Contractor;
 - 5.3.4. Medical assistance expenditures;

- 5.3.5. Any SPMP activities that are not directed by HCA's CMO and explicitly described in this Agreement (All other allowable MAC activities performed by an SPMP are eligible for 50% FFP); and
- 5.3.6. Any activities that are not directly related to the administration of the State Medicaid plan.
- 5.4. Contribute to a quarterly SPMP report as needed by HCA and/or WSALPHO. Provide details and additional information needed for the report as requested by HCA and/or WSALPHO, within a mutually agreed upon time frame.
- 5.5. Participate in program planning and policy development meetings as requested by HCA.
 - 5.5.1. The meetings will include discussions related to, but not limited to, reviewing the SPMP reports and related topics or the effectiveness of the activities performed in support of HCA's goals and the Medicaid State Plan.
- 5.6. Comply with any changes to the allowable SPMP activities as directed by the CMO.
 - 5.6.1. Failure to comply with CMO directives may result in termination of SPMP participation in the MAC program.
- 5.7. Monitor and ensure that all activities reimbursed at the seventy five percent (75%) enhanced FFP are in support of the Medicaid State Plan and fall within the categories below. All other allowable MAC activities performed by an SPMP are eligible for fifty percent (50%) FFP.
- 5.8. Comply with any changes to allowable SPMP activities as directed by the CMO that may include, but is not limited to the following:
 - 5.8.1. Clinical consultation with medical providers regarding best practices and adequacy of medical care covered by Medicaid. Includes, but is not limited to the following areas:
 - 5.8.1.1. Pediatric immunization issues;
 - 5.8.1.2. Access to Baby and Child Dentistry (ABCD) Emerging treatment/therapies for high risk populations;
 - 5.8.1.3. Coordination of Medicaid-covered medical services for medically at-risk populations;
 - 5.8.1.4. Medically fragile children;
 - 5.8.1.5. High risk pregnant women;

- 5.8.1.6. Homeless individuals; and
- 5.8.1.7. Individuals with multiple medical conditions.
- 5.8.2. Case staffing on the medical aspects of cases requiring Medicaid-covered services including:
 - 5.8.2.1. Medically involved children in foster care;
 - 5.8.2.2. High risk pregnant women; and
 - 5.8.2.3. Individual with communicable diseases requiring extraordinary/non-standard medical care.
- 5.8.3. Planning and coordination with local medical providers to facilitate earlier referrals and treatment for high-risk populations including but not limited to the following:
 - 5.8.3.1. Children in foster care;
 - 5.8.3.2. Homeless individuals; and
 - 5.8.3.3. Children with developmental delays or behavioral challenges.
- 5.8.4. Providing medical consultation to the state regarding the Medicaid state plan including the following:
 - 5.8.4.1. Consultation with medical providers to improve birth outcomes for Medicaid children; and
 - 5.8.4.2. Consultation with school personnel to improve health outcomes for children exhibiting developmental delays or behavioral challenges due to medical condition, family stress, or other factors.
- 5.8.5. Pediatric immunizations including but not limited to:
 - 5.8.5.1. Clinical consultation with providers concerning strategies to improve rates for pediatric immunizations.
- 5.9. Corrective Action Plan
- 5.10. HCA has the authority to require the Contractor to devise a Corrective Action Plan whenever HCA concludes that the Contractor is out of compliance with any MAC program requirements described in the CAP, Manual, or in the terms and conditions of this Agreement. HCA will require a Corrective Action Plan if the Contractor fails to address or correct any problems sufficiently and in a timely manner, as determined by HCA.

- 5.10.1. In the event HCA determines that the Contractor has failed to comply with the terms and conditions of this Contract, HCA will notify the Contractor in writing of the need to take corrective action.
- 5.10.2. The Contractor must develop and submit a Corrective Action Plan to HCA for approval within thirty (30) calendar days of HCA's notification.
 - 5.10.2.1. If corrective action is not taken within the time period agreed to by both parties in writing, the Contract may be terminated per Section 29, *Termination for Cause*.
- 5.10.3. If the Contractor fails to meet the requirements outlined in the Corrective Action Plan, HCA may impose remedial actions including, but not limited to:
 - 5.10.3.1. Conducting more frequent reviews;
 - 5.10.3.2. Delaying or denying payment of MAC claims;
 - 5.10.3.3. Recouping of funds; or
 - 5.10.3.4. Terminating the Contract.
- 5.10.4. Contractor actions that may result in HCA remedial actions include, but are not limited to:
 - 5.10.4.1. Repeated and/or uncorrected errors in financial reporting and MAC invoicing;
 - 5.10.4.2. Failure to maintain or provide adequate documentation;
 - 5.10.4.3. Failure to certify quarterly invoices within 120 days after the end of a quarter;
 - 5.10.4.4. Failure to cooperate with state or federal staff;
 - 5.10.4.5. Failure to provide accurate and timely information to state or federal staff as required;
 - 5.10.4.6. Failure to meet time study minimum RMTS response rates;
 - 5.10.4.7. Failure to meet RMTS statistical validity requirements; and
 - 5.10.4.8. Failure to comply with the terms and conditions of this Agreement.

6. Administrative Fee

HCA charges MAC contractors an Administrative Fee to offset HCA's costs for the administration of the MAC program. The rate is based on the costs associated with the staff effort spent on MAC related work for an entire State Fiscal Year (SFY) and is billed as a line item on the quarterly claim form A-19-1A submitted by the MAC contractor. This cost is divided by the dollar amount of administrative claims submitted by the participating contractors in the MAC program for the same SFY. The calculated rate is used on the claims for the subsequent SFY. At the end of the period, the rate used will be validated using the actual claimed expenditures for that period and any variances will be settled with the contractor during the second quarter of the new SFY.

7. HCA Responsibilities

Health Care Authority is responsible for performing oversight of the Contractor's MAC program to ensure the effective administration of the MAC program and complying with all roles, responsibilities, limitations, restrictions, and documentation requirements described in the CAP, Manual, and this Agreement.

Including but not limited to the following:

- 7.1. Maintain oversight of the Contractor's MAC program and monitoring activities including review of all components of the time study, claiming, training, or anything MAC related.
- 7.2. Direct the MAC activities reimbursable at the enhanced seventy five percent (75%) rate for all Skilled Professional Medical Personnel (SPMP) participating in the Contractor's MAC program.
- 7.3. Review the Contractor's monitoring activities to ensure monitoring is occurring and any identified issues are addressed as deemed appropriate by HCA.

This will include but is not limited to the following:

- 7.3.1. Review of time study responses;
- 7.3.2. Accuracy of coding;
- 7.3.3. Appropriateness of code changes; Sufficiency of backup documentation; and
- 7.3.4. Non-response rates.
- 7.4. Verify the Contractor has entered all necessary data into the System and verify all data entered was certified by the Contractor as accurate.
- 7.5. Review all claimed costs prior to issuing reimbursement to ensure they are allowable, reasonable, and are supported by documentation that is sufficiently detailed to permit HCA, CMS, or others to determine whether the costs are

necessary for the proper and efficient administration of the state plan. This includes but is not limited to; source documentation of staff costs, operating expenses, and subcontracted vendor costs.

- 7.6. Review the RMTS Consortia organization and membership, including the Lead Agency identified, annually and issuing an official notice of approval or denial.
- 7.7. Review all MAC related training materials prior to their use in the MAC program and issuing an official notice of approval or denial. This includes multimedia video, audio, digital, or other electronic sources, and paper based training materials.
- 7.8. Evaluate RMTS and claiming data prior to issuing quarterly reimbursements to ensure the RMTS results and claimed costs are appropriate according to all applicable laws, Regulations and guidelines specific to the MAC program. This evaluation will also be used to identify trends, best practices for the MAC program, quality assurance, training needs, areas in need of improvement, or other concerns related to the MAC program and HCA's oversight responsibilities.
- 7.9. Issue corrective action plans as necessary and determined by HCA's oversight capacity that includes but is not limited to, quarterly reviews of RMTS and claiming data, the Contractor's failure to be in compliance with all applicable laws, Regulations and guidelines specific to the MAC program and this Agreement, or other quality assurance needs.
- 7.10. Produce and update the CAP, Manual, Contracts, training materials, or other MAC related documentation as needed and make it available to the Contractor.

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AGENDA ITEM SUMMARY FEB 24 2026

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

Department: Public Works

WORK SESSION **Meeting Date: 02/17/2026**

REGULAR AGENDA **Meeting Date: 02/24/2026**

Required originals approved and attached?
Will be provided on:

Item summary:

- Call for Hearing
- Contract/Agreement/MOU - Contract # 415-26-001
- Resolution
- Proclamation
- Budget Item
- Draft Ordinance
- Final Ordinance
- Other

Documents exempt from public disclosure attached:

Executive summary:

This agreement is for the continuation of the Clallam Bay/Seki Sewer system Inflow/Infiltration (I/I) pipe replacement project. The collection system piping for the Clallam Bay/Seki Sewer System has reached the end of its serviceable life. Significant Inflow/Infiltration from the aging deteriorated pipes causes excess water to reach the treatment plants resulting in overflows and a reduction in treatment preventing attainment of required parameters set by the NPDES permits.

This funding package (WQC-2026-ClaCPW-00271), offered by the Department of Ecology Clean Water State Revolving Fund (CWSRF), is for a total amount of \$10,030,145. It includes \$2,153,369 in Centennial Grant, \$4,011,545 in Forgivable Principal, and up to \$3,865,231 in standard loan. The project phase funded by this agreement includes replacement of approximately 10,704' of sewer main, 33 manholes and 1,720' of side sewer connections.

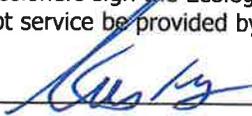
The Department of Ecology requires a resolution to accept the loan portion of the funding package.

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

This phase of the project is in the 2026 budget and capital improvement plan.

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

The Department recommends the Board of County Commissioners sign the Ecology agreement and Resolution accepting the standard loan. The Department recommends the loan debt service be provided by the Opportunity Fund.

County Official signature & print name: 

Name of Employee/Stakeholder attending meeting: Ron Garsleben, Steve Gray

Relevant Departments: Public Works

Date submitted: 02/11/2026

* 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-iNi-Agreement
Revised: 3-04-2019



RESOLUTION _____, 2026

A RESOLUTION AUTHORIZING ACCEPTANCE OF THE LOAN PROVIDED BY ECOLOGY FUNDING AGREEMENT NUBMER WQC-2026-CLACPW-00271

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Clallam County was awarded a \$3,865,231 standard loan (WQC-2026-ClaCPW-00271) from the Department of Ecology, to aid in financing the cost of construction replacing sewer conveyance system components as part of the continuing Inflow/Infiltration sewer pipe replacement project; and,
2. This loan has an interest rate of 1.2%; and
3. This loan has a 20-year term.

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

1. Does herby accept the Loan # WQC-2026-ClaCPW-00271.

PASSED AND ADOPTED this _____ day of _____
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BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mike French, Chair



Contract #
415-26-001

Agreement No. WQC-2026-ClaCPW-00271

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY - PUBLIC WORKS

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Clallam County - Public Works, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Clallam Bay/Seki Sewer Improvements
Total Cost:	\$10,030,145.00
Total Eligible Cost:	\$10,030,145.00
Ecology Share:	\$10,030,145.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2026
The Expiration Date of this Agreement is no later than:	12/31/2030
Project Type:	Wastewater Facility

Project Short Description:

This project improves water quality in the Strait of Juan de Fuca through the construction of wastewater collection facilities in Clallam County. This project increases capacity and repairs/replaces existing infrastructure. Benefits include elimination of infiltration and inflow (I&I) sources that contribute to NPDES Permit violations.

Project Long Description:

This project improves water quality in the Strait of Juan de Fuca through the construction of wastewater collection facilities in Clallam County. This project increases capacity and repairs/replaces existing infrastructure. Benefits include elimination of I&I sources that contribute to NPDES Permit violations.

The sanitary sewer systems for the communities of Clallam Bay and Sekiu are owned and operated by Clallam County. Although the two communities are located next to each other, and the systems were built by the

Agreement No: WQC-2026-ClaCPW-00271
Project Title: Clallam Bay/Sekiu Sewer Improvements
Recipient Name: Clallam County - Public Works

RECIPIENT at the same time, the communities are served by separate collection and treatment systems. The collection and treatment systems were constructed in the 1970s. The collection systems have reached the end of their useful service life as evidenced by the collapse of a major section of the original concrete pipe in January 2018 and the resulting increase of I&I that entered the system through the pipe and manholes. Except for 5,746 feet of 8-inch diameter pipe, 1,473 feet of 6'-inch diameter pipe and 26 manholes, recently replaced with CWSRF funding, the existing sanitary sewer is predominantly concrete pipe.

The project will replace approximately 10,704 feet of 8-inch diameter sanitary sewer, 33 manholes, and 1,720 feet of side sewer connections. The total amount of aged pipe and manholes replaced will be approximately 16,450 feet of 8" diameter pipe, 3,193 feet of 6" diameter pipe and 65 manholes. This includes the existing work currently under construction and the proposed work that will be covered under this agreement.

Overall Goal:

The goal of the Clallam Bay-Sekiu Sewer Improvements project is to replace deteriorated sewers and eliminate I&I sources, thereby reducing hydraulic overloading and NPDES permit limits violations at the Clallam Bay and Sekiu WWTPs.

The Clallam Bay - Sekiu Sewer Improvement project, upon completion, is anticipated to alleviate the hydraulic overloads experienced at the WWTPs and allow the WWTPs to meet the NPDES permit limits, minimize energy costs for pumping and treating I&I sources and prevent the need to make costly emergency pipe repairs.

RECIPIENT INFORMATION

Organization Name: Clallam County - Public Works

Federal Tax ID: 91-6001298

Mailing Address: 223 E 4th St., Ste 6
Port Angeles, WA 98362

Physical Address: 223 E 4th St., Ste 6
Port Angeles, Washington 98362

Organization Email: steve.gray@clallamcountywa.gov

Contacts

Project Manager	Ronald Garcelon Utilities Program Manager 223 E 4th St., Ste 6 Port Angeles, Washington 98362 Email: ron.garcelon@clallamcountywa.gov Phone: (360) 417-2441
Billing Contact	Hilary Steeby Accountant 223 E 4th St., Ste 6 Port Angeles, Washington 98362 Email: hilary.steeby@clallamcountywa.gov Phone: (360) 417-2370
Authorized Signatory	Mike W French Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mike.french@clallamcountywa.gov Phone: (360) 417-2000

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Carey Cholski PO Box 47775 Olympia, Washington 98504-7775 Email: cgru461@ecy.wa.gov Phone: (564) 669-3113
Financial Manager	Sean Mellon PO Box 47600 Olympia, Washington 98504-7600 Email: smel461@ecy.wa.gov Phone: (360) 628-7318
Technical Advisor	Isaiah Murrell-Thomas PO Box 47775 Olympia, Washington 98504-7775 Email: IMUR461@ecy.wa.gov Phone: (564) 669-3115

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Clallam County - Public Works

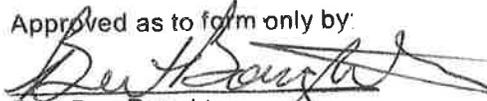
By: _____

By: _____

Jon Kenning, PhD
Water Quality
Program Manager
Date

Mike W French
Commissioner
Date

Template Approved to Form by
Attorney General's Office

Approved as to form only by:

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

SCOPE OF WORK

Task Number: 1 **Task Cost: \$66,955.87**

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). If the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

SCOPE OF WORK

Task Number: 2 **Task Cost: \$9,099,902.49**

Task Title: Construction

Task Description:

A. The RECIPIENT will execute a contract with a contractor selected in compliance with state law. The RECIPIENT will include ECOLOGY's State Revolving Fund Specification Insert, Contract Clauses, and Pre-Selection Inserts in the construction contract documents as applicable. The RECIPIENT will submit Bid Tabs, the Notice of Award, a copy of the executed contract, and Notice to Proceed before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will complete the construction in accordance with the approved construction contract documents. The construction project will include:

- B.1. Replacement of approximately 10,704 feet of 8-inch diameter sanitary sewer;
- B.2. Replacement of 1,720 feet of 6-inch diameter side sewer; and
- B.3. Replacement of 33 manholes

C. The RECIPIENT will conduct a pre-construction conference and will invite ECOLOGY staff to the meeting.

D. The RECIPIENT will provide ECOLOGY with a plan for increasing user rates necessary to support this loan. This plan will be provided within 180 days of signing the loan agreement. The Plan will include the total revenue requirement and the user rates necessary for the RECIPIENT to operate and maintain the funded utility, to establish reserves to pay for equipment replacement, and to pay debt service. The Plan will identify a schedule of rate increases necessary to achieve the total revenue requirement by the estimated date of loan repayment.

E. All recipients of funding for water pollution control facility projects must comply with the SERP in accordance with WAC 173-98-720.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Agreement No: WQC-2026-ClaCPW-00271
Project Title: Clallam Bay/Seki Sewer Improvements
Recipient Name: Clallam County - Public Works

Construction**Deliverables**

Number	Description	Due Date
2.1	Bid Tabs, the Notice of Award, a copy of the Executed Construction Contract and a copy of the Notice to Proceed	
2.2	The RECIPIENT's Sewer Revenue and User Rate Plan	
2.3	Minutes of the Pre-Construction Meeting	
2.4	Complete SERP EID	
2.5	Ecology Cultural Resources Review Form	
2.6	Inadvertent Discovery Plan (IDP)	

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$863,286.64

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. If professional services are procured, the RECIPIENT will procure them in accordance with state law. The RECIPIENT will include ECOLOGY's State Revolving Fund Specification Insert, Contract Clauses, and Pre-Selection Inserts, in the contract documents as applicable. The RECIPIENT will submit contracts for construction management services before ECOLOGY provides reimbursement for work performed under this task. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval prior to any ground disturbing activities. This Plan will describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

B. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. A significant change in the scope of work may trigger a SERP review and should be discussed and coordinated with ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the monthly/quarterly progress reports.

C. At completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans by the expiration date of this agreement (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).

D. At substantial completion, the Recipient will notify ECOLOGY and coordinate the project's closeout with ECOLOGY's Project Manager.

E. At project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans, specifications, and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Agreement No: WQC-2026-ClaCPW-00271
 Project Title: Clallam Bay/Seki Sewer Improvements
 Recipient Name: Clallam County - Public Works

Construction Management

Deliverables

Number	Description	Due Date
3.1	Executed Contract for Construction Management Services	
3.2	Documentation of the RECIPIENT's Process for Procuring Professional Services	
3.3	Construction Quality Assurance Plan	
3.4	"As-built" Plans	
3.5	Declaration of Construction Completion	

SCOPE OF WORK

Task Number: 4 **Task Cost: \$0.00**

Task Title: Change Orders

Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit change orders and associated backup documentation to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications will be submitted for approval, prior to execution. A significant deviation shall be as defined in the Water Quality Program Orange Book, section G1-4.2.6 and mean a change in the selected treatment process, facility size, design criteria, or performance standards that result in changes in expected facility performance or environmental impacts. All other change orders will be executed and submitted to ECOLOGY within 30 days of execution. If the change order contains engineering content a P.E stamp is required.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Change Orders

Deliverables

Number	Description	Due Date
4.1	A Copy of all Executed Change Orders	

BUDGET

Funding Distribution EF260448

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SRF Forgivable Principal
Funding Type: Forgivable Loan
Funding Effective Date: 01/01/2026 Funding Expiration Date: 12/31/2030
Funding Source:

Title: CWSRF - SFY26 (state)

Fund: FD0727

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Agreement No: WQC-2026-ClacPW-00271
 Project Title: Clallam Bay/Seki Sewer Improvements
 Recipient Name: Clallam County - Public Works

SRF Forgivable Principal	Task Total
Grant and Loan Administration	\$ 0.00
Construction	\$ 4,011,545.00
Construction Management	\$ 0.00
Change Orders	\$ 0.00

Total: \$ 4,011,545.00

BUDGET

Funding Distribution EG260449

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Centennial Grant
 Funding Type: Grant
 Funding Effective Date: 01/01/2026 Funding Expiration Date: 12/31/2030
 Funding Source:

Title: Centennial - SFY26
 Fund: FD0727
 Type: State
 Funding Source %: 100%
 Description: The Centennial Clean Water Program provides grants for nonpoint source pollution control activity projects and wastewater projects.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Centennial Grant	Task Total
Grant and Loan Administration	\$ 0.00
Construction	\$ 2,153,369.00
Construction Management	\$ 0.00
Change Orders	\$ 0.00

Total: \$ 2,153,369.00

BUDGET

Funding Distribution EL260447

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SRF Standard Loan
Funding Type: Loan
Funding Effective Date: 01/01/2026 Funding Expiration Date: 12/31/2030
Funding Source:

Title: CWSRF - SFY26 (state)

Fund: FD0727

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 1.2% Interest Rate: 0.7% Admin Charge: 0.5%

Terms: 20 years

Project Start Date: 01/01/2026 Project Completion Date: 12/31/2030

Estimated Initiation of Operation date: 12/31/2030

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 1137

Agreement No: WQC-2026-ClaCPW-00271
Project Title: Clallam Bay/Seki Sewer Improvements
Recipient Name: Clallam County - Public Works

SRF Standard Loan	Task Total
Grant and Loan Administration	\$ 66,955.87
Construction	\$ 2,934,988.49
Construction Management	\$ 863,286.64
Change Orders	\$ 0.00

Total: \$ 3,865,231.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Standard Loan	0.00 %	\$ 0.00	\$ 3,865,231.00	\$ 3,865,231.00
SRF Forgivable Principal	0.00 %	\$ 0.00	\$ 4,011,545.00	\$ 4,011,545.00
Centennial Grant	0.00 %	\$ 0.00	\$ 2,153,369.00	\$ 2,153,369.00
Total		\$ 0.00	\$ 10,030,145.00	\$ 10,030,145.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a

manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or

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unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

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“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“Unique Entity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must

obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

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F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the

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RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages.

Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

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

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised

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the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project. RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum

participation by Disadvantaged Business Enterprises in the competitive process.

- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program

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website.

I. **Hotel-Motel Fire Safety Act:** The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. **Prevailing Wage (Davis-Bacon Act):** The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. **Trafficking in Persons:** The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. **Unique Entity Identity Identifier (UEI):** The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.
The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes

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construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.

7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.

8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’s authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTs agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’s knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the

loan.

Method and Conditions on Repayments

1. **Semiannual Payments.** Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. **Late Charges.** If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. **Repayment Limitations.** Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. **Prepayment of Loan.** So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on

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special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no

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adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactor

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is

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unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

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As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) <<https://sam.gov/SAM/>> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY'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 the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

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

Agreement No: WQC-2026-ClaCPW-00271
Project Title: Clallam Bay/Seki Sewer Improvements
Recipient Name: Clallam County - Public Works

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Estimated loan repayment schedule

Loan number:	EL260447	Loan amount:	\$3,865,231.00
Agreement #:	WQC-2026-ClaCPW-00271	Term of loan:	20 Years
Recipient name:	CLALLAM COUNTY PUBLIC WORKS	Effective interest rate:	1.200%
Amortization method:	Compound-365 D/Y	Interest compounded:	Monthly
Initiation of Operations:	12/31/2030	Loan date:	12/31/2031
Project Completion:	12/31/2030	Schedule creation date:	12/4/2025
Schedule number:	AS-000001137		

Payment number	Due date	Payment amount	Principal amount	Interest amount	Admin amount	Balance amount
1	12/31/2031	109,665.83	63,027.10	27,205.93	19,432.80	3,802,203.90
2	6/30/2032	109,665.83	86,795.50	13,341.03	9,529.30	3,715,408.40
Subtotal	FY 2032	219,331.66	149,822.60	40,546.96	28,962.10	3,715,408.40
3	12/30/2032	109,665.83	87,317.57	13,036.48	9,311.78	3,628,090.83
4	6/30/2033	109,665.83	87,842.79	12,730.11	9,092.93	3,540,248.04
Subtotal	FY 2033	219,331.66	175,160.36	25,766.59	18,404.71	3,540,248.04
5	12/30/2033	109,665.83	88,371.17	12,421.88	8,872.78	3,451,876.87
6	6/30/2034	109,665.83	88,902.72	12,111.81	8,651.30	3,362,974.15
Subtotal	FY 2034	219,331.66	177,273.89	24,533.69	17,524.08	3,362,974.15
7	12/30/2034	109,665.83	89,437.47	11,799.88	8,428.48	3,273,536.68
8	6/30/2035	109,665.83	89,975.44	11,486.06	8,204.33	3,183,561.24
Subtotal	FY 2035	219,331.66	179,412.91	23,285.94	16,632.81	3,183,561.24
9	12/30/2035	109,665.83	90,516.65	11,170.35	7,978.83	3,093,044.59
10	6/30/2036	109,665.83	91,061.10	10,852.76	7,751.97	3,001,983.49
Subtotal	FY 2036	219,331.66	181,577.75	22,023.11	15,730.80	3,001,983.49
11	12/30/2036	109,665.83	91,608.84	10,533.24	7,523.75	2,910,374.65
12	6/30/2037	109,665.83	92,159.87	10,211.81	7,294.15	2,818,214.78
Subtotal	FY 2037	219,331.66	183,768.71	20,745.05	14,817.90	2,818,214.78
13	12/30/2037	109,665.83	92,714.21	9,888.44	7,063.18	2,725,500.57
14	6/30/2038	109,665.83	93,271.89	9,563.13	6,830.81	2,632,228.68
Subtotal	FY 2038	219,331.66	185,986.10	19,451.57	13,893.99	2,632,228.68
15	12/30/2038	109,665.83	93,832.92	9,235.86	6,597.05	2,538,395.76
16	6/30/2039	109,665.83	94,397.33	8,906.62	6,361.88	2,443,998.43
Subtotal	FY 2039	219,331.66	188,230.25	18,142.48	12,958.93	2,443,998.43
17	12/30/2039	109,665.83	94,965.13	8,575.41	6,125.29	2,349,033.30
18	6/30/2040	109,665.83	95,536.35	8,242.20	5,887.28	2,253,496.95

Payment number	Due date	Payment amount	Principal amount	Interest amount	Admin amount	Balance amount
Subtotal	FY 2040	219,331.66	190,501.48	16,817.61	12,012.57	2,253,496.95
19	12/30/2040	109,665.83	96,111.00	7,906.98	5,647.85	2,157,385.95
20	6/30/2041	109,665.83	96,689.11	7,569.75	5,406.97	2,060,696.84
Subtotal	FY 2041	219,331.66	192,800.11	15,476.73	11,054.82	2,060,696.84
21	12/30/2041	109,665.83	97,270.70	7,230.49	5,164.64	1,963,426.14
22	6/30/2042	109,665.83	97,855.78	6,889.20	4,920.85	1,865,570.36
Subtotal	FY 2042	219,331.66	195,126.48	14,119.69	10,085.49	1,865,570.36
23	12/30/2042	109,665.83	98,444.39	6,545.84	4,675.60	1,767,125.97
24	6/30/2043	109,665.83	99,036.53	6,200.42	4,428.88	1,668,089.44
Subtotal	FY 2043	219,331.66	197,480.92	12,746.26	9,104.48	1,668,089.44
25	12/30/2043	109,665.83	99,632.24	5,852.93	4,180.66	1,568,457.20
26	6/30/2044	109,665.83	100,231.53	5,503.34	3,930.96	1,468,225.67
Subtotal	FY 2044	219,331.66	199,863.77	11,356.27	8,111.62	1,468,225.67
27	12/30/2044	109,665.83	100,834.42	5,151.66	3,679.75	1,367,391.25
28	6/30/2045	109,665.83	101,440.94	4,797.85	3,427.04	1,265,950.31
Subtotal	FY 2045	219,331.66	202,275.36	9,949.51	7,106.79	1,265,950.31
29	12/30/2045	109,665.83	102,051.11	4,441.92	3,172.80	1,163,899.20
30	6/30/2046	109,665.83	102,664.95	4,083.85	2,917.03	1,061,234.25
Subtotal	FY 2046	219,331.66	204,716.06	8,525.77	6,089.83	1,061,234.25
31	12/30/2046	109,665.83	103,282.48	3,723.62	2,659.73	957,951.77
32	6/30/2047	109,665.83	103,903.73	3,361.22	2,400.88	854,048.04
Subtotal	FY 2047	219,331.66	207,186.21	7,084.84	5,060.61	854,048.04
33	12/30/2047	109,665.83	104,528.71	2,996.65	2,140.47	749,519.33
34	6/30/2048	109,665.83	105,157.46	2,629.88	1,878.49	644,361.87
Subtotal	FY 2048	219,331.66	209,686.17	5,626.53	4,018.96	644,361.87
35	12/30/2048	109,665.83	105,789.98	2,260.91	1,614.94	538,571.89
36	6/30/2049	109,665.83	106,426.31	1,889.72	1,349.80	432,145.58
Subtotal	FY 2049	219,331.66	212,216.29	4,150.63	2,964.74	432,145.58
37	12/30/2049	109,665.83	107,066.47	1,516.29	1,083.07	325,079.11
38	6/30/2050	109,665.83	107,710.47	1,140.63	814.73	217,368.64
Subtotal	FY 2050	219,331.66	214,776.94	2,656.92	1,897.80	217,368.64
39	12/30/2050	109,665.83	108,358.35	762.70	544.78	109,010.29
40	6/30/2051	109,665.99	109,010.29	382.49	273.21	0.00
Subtotal	FY 2051	219,331.82	217,368.64	1,145.19	817.99	0.00
Grand total		4,386,633.36	3,865,231.00	304,151.34	217,251.02	0.00



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) *3ca*
FEB 24 2026

Department: BOCC

WORK SESSION Meeting Date:

REGULAR AGENDA Meeting Date: 2-24-26

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 - Notice

Documents exempt from public disclosure attached:

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on February 24, 2026.
Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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?**
See attached form(s).

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached Resolution - supplemental appropriations.

County Official signature & print name: *E Hill* Eleanor Hill

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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)
Budget Supplementals 2-24-26
Revised: 3-04-2019



BUDGET RESOLUTION _____, 2026

ADOPTING A SUPPLEMENTAL BUDGET FOR DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.100, in open, public meeting, after proper notice, the following facts create a need for the Supplemental Budget Appropriations listed below:

Health & Human Services-Environmental Health

- Department of Health Consolidated Contract Amendment #9 adds a \$218,392 two-year pollution identification and correction (PIC) grant, funding professional services for Tyler software consultants, with additional funds to be added later/\$47,877
- Environmental Health received a Puget Sound Partnership (PSP) grant to fund onsite septic projects and support implementation of the Tyler Health module for managing septic inspections/\$94,292

Public Works-Roads – Lodging Tax award from the City of Forks for the Calawah to Sitkum Sol Duc Road segment of the Olympic Discovery Trail/\$44,000

Sheriff-Emergency Services - Wildfire defense plan costs were mostly incurred and reimbursed in 2025, but final expenses and some reimbursements will occur in 2026/\$38,685

Sheriff-Jail - The fingerprint machine was purchased in 2025, with reimbursement through the NCHIP Grant received in 2026/\$19,497

Sheriff-Operations - A quarterly payment for 2025 Jamestown Contract Policing services was received in 2026, requiring an increase to the 2026 revenue line to properly record the payment/\$75,000

Sheriff-Nine-One-One Enhanced - A new E911 dispatch equipment grant requires increasing both revenue and expenditure lines to account for the additional funds/\$178,289

Noxious Weed Control - Unused funds from last year's WA Department of Agriculture knotweed grant, due to staff shortages, will be used for seasonal staff and vehicle rental before the grant expires in June 2027/\$8,200

2. The Budget Coordinator has verified the accounting method for the supplemental appropriations and approved it by numbering and initialing the attached *Budget Change Forms*.

NOW, THEREFORE, THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby adopts the Supplemental Budget Appropriations for unanticipated state or federal funds shown above, and authorizes and directs the Treasurer to make the necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 24th day of February 2026

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board

c: Budget Coordinator
Treasurer
Affected Department(s)

SeCLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 01/20/2026 ✓ Budget Hearing/Meeting Date: 02/24/2026 ✓

- Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- Budget Reduction** – a reduction in revenues and/or expenditures.

Budget Number xxxxx.xxx. 00100.511 ✓ **Budget Name** HHS Environmental Health ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS – Env Health ✓	33366.45.6200 ✓	PSP – OSS Management ✓	94,292 ✓
Total				94,292 ✓

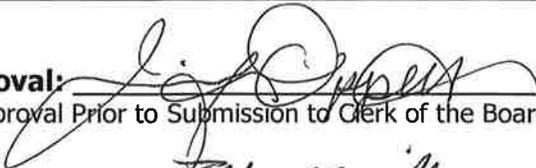
EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS – Env Health ✓	56254.31.0020 ✓	Operating supplies ✓	1,704 ✓
00100.511 ✓	HHS – Env Health ✓	56254.41.0020 ✓	Professional Services ✓	48,370 ✓
00100.511 ✓	HHS – Env Health ✓	56254.41.5075 ✓	Interfund: HHS Operations ✓	16,568 ✓
00100.511 ✓	HHS – Env Health ✓	56254.45.0010 ✓	Building / Office Rental ✓	2,000 ✓
00100.511 ✓	HHS – Env Health ✓	56254.49.0150 ✓	Homeowner Septic Incentives ✓	18,000 ✓
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance ✓	7,650 ✓
Total				94,292 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Environmental Health has been awarded a new grant from the Puget Sound Partnership. This grant provides revenues for onsite septic projects. It will also cover the initial cost and implementation of the Tyler Health module to manage onsite septic inspection information.

County Official Approval: 
 (Obtain Budget Office Approval Prior to Submission to Clerk of the Board)



CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 01.28.26 ✓

Budget Hearing/Meeting Date: 02.24.26 ✓

Supplemental Appropriation – increased expenditures due to unanticipated federal, state, or local funds

Debatable Emergency – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

Non-debatable Emergency – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

Budget Revision – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

Budget Reduction – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	10101.611	Budget Name	PW - Roads ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611 ✓	PW – Roads ✓	33700.00.0060 ✓	Lodging Tax Award – City of Forks ✓	\$44,000 ✓
Total				\$44,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
10101.611 ✓	PW – Roads ✓	59510.41.7777 ✓	PW Other Services and Charges ✓	\$44,000 ✓
Total				\$44,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Lodging Tax award from the City of Forks for the Calawah to Sitkum Sol Duc Road segment of the Olympic Discovery Trail.

County Official Approval:

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Todd Muelke

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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/28/2026 ✓

Budget Hearing/Meeting Date: 2/24/2026 ✓

- Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx. 00100.817 ✓ **Budget Name** Sheriff – Emergency Services ✓

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817 ✓	Sheriff – Emergency Services ✓	33310.72.0000 ✓	Community Wildfire Defense Grant ✓	38,685 ✓
Total				38,685 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817 ✓	Sheriff – Emergency Services ✓	52510.41.0020 ✓	Professional Services ✓	5,848 ✓
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance ✓	32,837 ✓
Total				38,685 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

While most of the activity associated with updating Clallam County's wildfire defense plan was expended and reimbursed in 2025, the final costs will occur in 2026 along with the reimbursement of some of the 2025 expenses.

County Official Approval: *[Signature]*
 (Obtain Budget Office Approval Prior to Submission to Clerk of the Board)
[Signature]

[Signature]

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/28/2026 ✓

Budget Hearing/Meeting Date: 2/24/2026 ✓

- Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.815 ✓	Budget Name	Sheriff – Jail ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.815 ✓	Sheriff – Jail ✓	33316.55.4000 ✓	WSP - NCHIP Grant ✓	19,497 ✓
Total				19,497 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance ✓	19,497 ✓
Total				19,497 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Although the expenditures for the purchase of a new fingerprint machine in our jail occurred in 2025, the reimbursement through our NCHIP Grant was received in 2026.

County Official Approval: _____
 (Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten Signature]
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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/28/2026 ✓

Budget Hearing/Meeting Date: 2/24/2026 ✓

- Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- Budget Reduction** – a reduction in revenues and/or expenditures.

Budget Number xxxxx.xxx.	11061.811 ✓	Budget Name	Sheriff – Nine-One-One Enhanced ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11061.811 ✓	Sheriff - Nine-One-One Enhanced ✓	33401.80.0033 ✓	Enhanced 911 from Emergency Management ✓	178,289 ✓
Total				178,289 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11061.811 ✓	Sheriff - Nine-One-One Enhanced ✓	52870.41.0570 ✓	E911 Reimbursements to PenCom ✓	178,289 ✓
Total				178,289 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Due to a grant awarded for E911 dispatch equipment, both the revenue line and corresponding expenditure line needs to be increased to receive and disburse the unanticipated extra funds.

County Official Approval: _____
 (Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

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AGENDA ITEM SUMMARY

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

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FEB 24 2026

Department: BOCC

WORK SESSION Meeting Date:

REGULAR AGENDA Meeting Date: 2/24/26

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 - Notice

Documents exempt from public disclosure attached:

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on February 24, 2026.

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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?**

See attached forms.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached Resolution - debatable emergencies.

County Official signature & print name:  Eleanor Hill

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

* 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)

Budget Debatables 2-24-26
Revised: 3-04-2019



BUDGET RESOLUTION _____, 2026

ADOPTING BUDGET EMERGENCIES FOR THE DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, after a public hearing on February 24, the following constitute public emergencies, which could not reasonably have been foreseen at the time of budget preparation:

Coroner – Funding needed to purchase equipment such as gurneys & a loading deck to convert van for decedent transport/\$10,000

Sheriff-Animal Control - A two-day spay and neuter clinic is planned for late February to help address pet overpopulation. The event, organized by Center Valley Animal Rescue and Spay to Save, is requesting \$4,925 in county funding for supplies, facility rental, and volunteer meals/\$4,925

Parks & Facilities-Real Estate Excise Tax (REET) – The Parks Fair & Facilities Department is requesting an additional \$80,000 to cover cost overruns for the Courthouse/Juvenile TRANE Upgrade project beyond the 2026 budget allocation/\$80,000

Parks & Facilities-Capital Projects - The Parks Fair & Facilities Department requests 2025 budget funds be carried over to 2026 to complete the Courthouse Security/Safety Assessment project, delayed due to procurement issues/\$73,757

2. The Budget Coordinator has reviewed the accounting method for the debatable emergencies and approved it by numbering and initialing the attached *Budget Change Forms*.

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

1. The amount of money required to meet the public emergency listed above is authorized for expenditure provided that no expenditure is made or liability incurred pursuant to the resolution under RCW 36.40.150 until a period of five days, exclusive of the date this resolution is signed, have elapsed.
2. The Treasurer is authorized and requested to make any necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 24th day of February 2026

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mark Ozias

c: Budget Coordinator
Treasurer
Affected Department

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 01/27/2026

Budget Hearing/Meeting Date: 2/24/2026

- Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- Budget Reduction** – a reduction in revenues and/or expenditures.

Budget Number xxxxx.xxx.	00100.843	Budget Name	Coroner
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	10,000
Total				\$10,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.843	Coroner	56320.35.0010	Small Tools & Minor Equipment	10,000
Total				\$10,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding needed to purchase equipment such as gurneys and a loading deck to convert van for decedent transport

County Official Approval: Rebecca Shankles
 (Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

John Melke

Effie

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/28/2026 ✓

Budget Hearing/Meeting Date: 2/24/2026 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.813	Budget Name	Sheriff – Animal Control
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance ✓	4,925 ✓
Total				4,925 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.813 ✓	Sheriff – Animal Control ✓	55430.31.0065 ✓	Food ✓	700 ✓
00100.813 ✓	Sheriff – Animal Control ✓	55430.41.0020 ✓	Professional Services ✓	4,225 ✓
Total				4,925 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To help combat the overpopulation problem our county faces with cats and dogs, the Animal Solutions Advisory Committee has been working with animal service providers to offer free or low cost spay and neuter clinics for our citizens. Since there is far more demand than surgery schedules and donations allow, a larger scale, two-day clinic is planned for the end of February to make head way against the waiting lists and help halt accidental breeding. Center Valley Animal Rescue and Spay to Save will be the primary organizers, and are requesting a \$4,000 county donation towards their supply costs. An additional amount of \$225 is being requested to cover the rental rate for use of a fairgrounds building for the event, and \$700 to provide lunch and refreshments for the volunteers running the event.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Bill
John Melhe
Attila

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: January 30, 2026

Budget Hearing/Meeting Date: February 24, 2026

- Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- Budget Reduction** – a reduction in revenues and/or expenditures.

Budget Number xxxxx.xxx.	30101.911.	Budget Name	Parks and Facilities – REET
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911.	Parks and Facilities – REET	50800.00.0000	Ending Fund Balance	\$80,000
Total				\$80,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30101.911.	Parks and Facilities – REET	59476.62.1625	Courthouse/Juvenile TRANE Upgrade	\$80,000
Total				\$80,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The Parks Fair & Facilities Department is requesting additional funding for the Courthouse/Juvenile TRANE Upgrade project due to increased costs. The original \$200,000 estimate from 4–5 years ago is about \$80,000 below the updated total. The new estimate includes a \$215,000 quote, \$17,000 in engineering costs, 8.9% tax, and a 10% contingency, bringing the total to approximately \$280,000.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten Signature]

[Handwritten Signature: Todd Muelle]

[Handwritten Signature]

CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: January 30, 2026 ✓

Budget Hearing/Meeting Date: February 24, 2026 ✓



- ✓ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- XX **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures.

Budget Number xxxxx.xxx.	30501.911. ✓	Budget Name	Parks and Facilities – Capital Projects ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30501.911. ✓	Parks and Facilities – Capital Projects ✓	50800.00.0000 ✓	Ending Fund Balance ✓	\$73,757 ✓
Total				\$73,757 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30501.911. ✓	Parks and Facilities – Capital Projects ✓	59476.63.2145 ✓	Courthouse Security/Safety Assessment ✓	\$73,757 ✓
Total				\$73,757 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

The Parks Fair & Facilities Department is requesting that funds in the approved 2025 budget be carried over to 2026 to complete the Courthouse Security/Safety Assessment project. Delays in product procurement have pushed the anticipated completion date to early 2026, rather than late 2025 as originally planned.

County Official Approval: *R. Miller*
 (Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Todd Miller

Stine

sa

FEB 24 2026



AGENDA ITEM SUMMARY

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

Department: Board of Commissioners

REGULAR AGENDA Meeting Date: 4th Meeting Each Month

Item summary:

- Call for Hearing
- Resolution
- Draft Ordinance
- Contract/Agreement/MOU - Contract #
- Proclamation
- Final Ordinance
- Budget Item
- Other – Repeating Agenda Item

Documents exempt from public disclosure attached:

Executive summary:

"Commissioner Forum". The Board of County Commissioners desires to set aside time on a regular basis to hear from County residents and answer questions regarding County business. This time is designated for residents to ask questions regarding County business – residents with multiple questions will be allowed to ask one question at a time, but can ask additional questions after others have been given an opportunity to ask their questions. This session will be the "last" agenda item of the meeting and will begin as soon as previous agenda items have been addressed. This session will last 45 minutes or until there are no further questions. Regardless of the start time, this session will end no later than 11:45am to afford Commissioners the ability to attend noon meetings.

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

No budgetary impact.

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

Public interaction. No immediate action is required.

County Official signature & print name:  Todd Mielke, Administrator

Name of Employee/Stakeholder attending meeting: BOCC, Todd Mielke

Relevant Departments: BOCC, Finance, Civil Office of Prosecutor's Office (potential)

* 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)

Q&A Community Forum Repeating item
Revised: 3-04-2019

2/24/26

ES@ 1230pm
2/26/26



AGENDA ITEM SUMMARY

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

Department: Prosecuting Attorney's Office

Executive Session Meeting Date: 2-26-26 @ 12:30 p.m.

Item summary:

Other – Executive Session

Executive summary:

The Board of County Commissioners, pursuant to RCW 42.30.080, has scheduled a special meeting to be held on Thursday, February 26, 2026 at 12:30 p.m. in the Commissioner's Board Room, 223 East 4th Street, Port Angeles, Room 160.

The purpose of the special meeting is to facilitate an Executive Session with the Prosecuting Attorney's Office, per RCW 42.30.110. No virtual option will be available.

The Executive Session is to discuss the following item(s):

- The purchase or sale of real estate
- Evaluate the qualifications of an applicant for public employment, or to review the performance of a public employee
- Agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party...
- Collective bargaining...during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress. (RCW 42.30.140)

The Board of County Commissioners will take no action while in Executive Session but reserves the right to take action at the conclusion of the Executive Session once it is back in open session.

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?)
Executive Session to discuss litigation.

County Official signature & print name:  Dee Boughton, DPA

Name of Relevant Department/Employee/Stakeholder attending meeting: Prosecuting Attorney's Office, Risk Management, Assessor's Office, Finance Department, Outside Legal Harper

Date submitted: 2-18-26

* 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)

Executive Session Litigation 2-26-26.docx
Revised: 3-04-2019



SPECIAL MEETING NOTICE CLALLAM COUNTY BOARD OF COMMISSIONERS

The Board of County Commissioners, pursuant to RCW 42.30.080, has scheduled a special meeting to be held on February 26, 2026 at 12:30 p.m. in the Commissioner's board room, 223 East 4th Street, Port Angeles, Room 160.

The purpose of the special meeting is to facilitate an Executive Session with the Prosecuting Attorney's Office, per RCW 42.30.110. No virtual option will be available.

The Executive Session is to discuss the following item(s):

- The purchase or sale of real estate
- Evaluate the qualifications of an applicant for public employment, or to review the performance of a public employee
- Agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party...
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