

## ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE JUNE 4, 2025

Those interested in attending the meeting virtually may use the following link:

<https://zoom.us/j/98750832914?pwd=3eNmGtLyPYwKV5qvVHv4tc207uylo3.1>

or for voice only, **Dial by your location:** (253) 215-8782

**Meeting ID:** 987 5083 2914 **Passcode:** 777859

10:00 a.m.	Sheriff's Office
10:15 a.m.	Facilities
10:25 a.m.	Commissioners' Office
10:40 a.m.	Human Services
10:55 a.m.	Planning & Community Development

The Board of County Commissioners meets routinely in Work Session the first three Wednesdays of each month. Work Sessions are held in the Annex Building, Board of County Commissioners' Hearing Room, #B102, 1 NE 6<sup>th</sup> Street, Coupeville, WA.

Work Sessions are public meetings that provide an informal workshop format opportunity for the Board to review ongoing items with departments or to meet with other agencies, committees, or groups to discuss specific topics of mutual interest. Items are typically reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

While Work Sessions do not have time set aside for verbal public comment, written public comment is welcomed and can be directed to the Clerk of the Board by submitting comments to [CommentBOCC@islandcountywa.gov](mailto:CommentBOCC@islandcountywa.gov). If you have questions regarding public comment, you may call (360) 679-7385. Written public comments are considered a public record.

Times for each department are approximate; a time slot scheduled for a specific department may be revised as the Work Session progresses. Because of the workshop format and time sensitivity, certain items, topics, and materials may be presented that are not included in the published agenda. **If you are interested in reviewing those documents, please contact the Clerk of the Board at (360) 679-7354.**

**ASSISTIVE LISTENING AVAILABLE:** Please contact the clerk for an assistive listening device to use during the meeting. Please return the device at the end of the meeting.

**NOTE:** Audio recordings are posted within 48 hours of the meeting date. To listen to the recording visit the [Agenda Center](#) on the Island County website.



**ISLAND COUNTY SHERIFF**  
**WORK SESSION AGENDA**  
**MEETING DATE: 6/4/2025**

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**To:** **Melanie Bacon, Chair**  
**Board of Island County Commissioners**

**From:** **Rick Felici, Sheriff**

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**Amount of time requested for agenda discussion. 15 minutes**

**DIVISION: Jail**

**Agenda Item No.: 1**

**Subject: HCA Re-Entry Initiative – Contract Amendment**

**Description:** The Reentry Demonstration Initiative (Reentry Initiative) is a new Apple Health (Medicaid) initiative under the Medicaid Transformation Project (MTP). It provides essential, pre-release services for individuals leaving incarceration. Under this initiative, incarcerated individuals who are Apple Health-eligible will receive a set of services up to 90 days before their release. These services will ensure a person's health and successful reentry to their community.

\*\*\*Contract Amendment moves us into Cohort-2

**Attachment: Contract Amendment K7861-1**

**Request:** *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Complete

**Budget Review:** Complete

**P.A. Review:** Complete

*(Continued on next page)*

**DIVISION:** Jail

**Agenda Item No.:** 2

**Subject:** Inmate Phone Services & Technology

**Description:** Command Sourcing provides inmate phone services along with technology to provide inmates access to video visiting, tablets for educational services via an internet service. This vendor provides a turn-key system at no cost to the county.

**Attachment:** Crown Correctional Telephone Contract

**Request:** (Check boxes that apply)

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Complete

**Budget Review:** Complete

**P.A. Review:** Complete

Washington State Health Care Authority	CONTRACT AMENDMENT	HCA Contract No.: K7861 Amendment No.: 1
<b>THIS AMENDMENT TO THE CONTRACT</b> is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.		
<b>CONTRACTOR NAME</b> Island County Jail	<b>CONTRACTOR doing business as (DBA)</b>	
<b>CONTRACTOR ADDRESS</b> 1 NE 7 <sup>th</sup> St., Coupeville, WA 98239 Facility Address: 503 N. Main St., Coupeville, WA 98239	<b>CONTRACTOR CONTRACT MANAGER</b> Name: Jose Briones Email: j.briones@islandcountywa.gov	

WHEREAS, HCA and Contractor previously entered into a Contract for services for individuals while in or leaving a carceral facility, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 7 to update Attachment 1, Statement of Work;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. Attachment 1, Statement of Work, Section 4. Milestones is hereby amended and replaced with the following:

#### **4. Milestones**

The Contractor will develop and implement the following deliverables that execute the Project Objectives. The Contractor will provide services and deliverables to perform all activities necessary for or incidental to the performance of work as set forth under this SOW and described in the MTP 2.0 Waiver to achieve progress on the following milestones.

#### **Milestone 1 – Letter of Intent**

Following the receipt of a Letter of Intent documentation and approval by HCA, Contractor must meet the specifications outlined in the template provided to the Contractor as determined by HCA for each of the following four milestones in order to receive funding and participate in the next milestone.

#### **Milestone 2 - Complete a Capacity Building Application**

The Capacity Building Application includes an Implementation Plan and a detailed budget. The Implementation plan must describe how the facility will support pre-release services. The detailed budget will represent a facility's formal application for capacity building funds and will specify how capacity building funds will be spent by facilities on IT and non-IT needs. Facilities in Cohorts 1 and 2 that identify the need for additional time to complete a Capacity Building Application may implement after the go live date of that cohort or join a subsequent cohort and complete milestones in-line with the deadlines for these cohorts.

#### **Milestone 3 - Complete a Readiness Assessment**

The Readiness Assessment report must include a framework for assessing facility readiness to go-live as part of the Initiative and will include an attestation that the facility is ready to go-live. HCA will provide a template for the assessment and will review submitted assessments and determine facility readiness prior to the go-live date for each facility.

#### **Milestone 4 - Submit Interim Progress Report**

The Contractor will be required to submit an Interim Progress Report to HCA with information on the initial implementation of the Initiative. HCA will provide a template for the Interim Progress Report and will review and approve submitted progress reports.

#### **Milestone 5 – Submit Final Progress Report**

The Contractor will be required to submit a Final Progress Report to HCA with information on the overall implementation progress of the Initiative and outcomes for clients. HCA will provide a template for the Final Progress Report and will review and approve submitted progress reports.

Milestones deadlines will be based upon the cohort a Facility participates in Milestone deadlines for Cohort 2 is as follows:

	<b>1) LOI</b>	<b>2) Capacity Building Application</b>	<b>3) Readiness Assessment</b>	<b>Go-live with pre-release services</b>	<b>4) Interim Progress Report</b>	<b>5) Final Progress Report</b>
<b>Cohort 2</b>	Nov 1, 2024	Apr 1, 2025	Sep 1, 2025	Jan 1, 2026	Dec 1, 2026	May 1, 2027

2. Attachment 1, Statement of Work, Section 5. HCA Responsibilities is hereby amended and replaced with the following:

#### **5. HCA Responsibilities**

HCA will provide IT infrastructure funding through the Capacity Building Program. If needed, HCA will collaborate with facilities on solutions for electronic health record (EHR) systems and systems that bill for Medicaid services.

HCA is soliciting for TPA to provide administrative support possibly starting as early as Q2 2025. The administrative support may include but may not be limited to assisting clients with Medicaid eligibility screening and application, supporting providers to become enrolled as a Medicaid provider, and serving as a claim clearinghouse that helps facilities and providers prepare and submit claims.

Waiver funding for Capacity Building and IT Infrastructure can only be used for expenditures in Appendix A. Use of funding for any other purposes is not allowable. After HCA notifies the Contractor of an amount of non-allowable funds, Contractor must refund that amount within thirty (30) calendar days of the HCA notice.

In the event Contractor leaves the program and has unspent funds, HCA will notify the Contractor of the unspent amount and the Contractor must refund that amount within thirty (30) calendar days of the notice.

3. Attachment 1, Statement of Work, Section 7. Milestone Deliverables Compensation Table is hereby amended and replaced with the following:

#### **7. Milestone Deliverables Compensation Table**

HCA will assess Contractor's progress towards achieving the Initiative goals based on achievement of specific milestones and measured by these milestones. Distribution of Capacity Building funding to Contractor is based on a Contractor's tier as described below and is contingent upon their completion of the implementation milestones described below.

Milestones will be developed by the State in consultation with stakeholders and members of the public and approved by CMS. Generally, progress milestones will be organized into the following categories:

Milestones	Funding	IT Funding	Timing for Cohort 2
<b>Planning Milestones Before Go-Live with Pre-Release Services</b>			
<b>1) Letter of Intent Submission</b>	10% of total RPP funding upon submission: Tier 2: \$125,000	N/A	Due Date November 1, 2024 Funding would be paid no earlier than December 1, 2024
<b>2) Capacity Building Application Submission</b>	Up to 40% of total RPP funding upon approval: Tier 2: Up to \$500,000	Up to \$500,000 upon approval of the Application	Due Date: April 1, 2025 Funding would be paid no earlier than May 1, 2025
<b>3) Readiness Assessment Submission and Approval</b>	Up to 40% of total RPP funding upon approval: Tier 2: Up to \$500,000	Up to \$500,000 upon approval of the Readiness Assessment	Due Date: September 1, 2025 Funding would be paid no earlier than October 1, 2025
<b>Implementation Milestones After Go-Live with Pre-Release Services</b>			
<b>4) Interim Progress Report Submission</b>	Up to 5% of total RPP funding upon submission: Tier 2: Up to \$62,500	N/A	Due Date: December 1, 2026 Funding would be paid no earlier than January 1, 2027
<b>5) Final Progress Report Submission</b>	Up to 5% of total RPP funding upon submission: Tier 2: Up to \$62,500	N/A	Due Date: May 1, 2027 Funding would be paid no earlier than June 1, 2027

## Participating in the Evaluation

Contractor will support the Evaluation of the Initiative. HCA contracted with an independent evaluator to evaluate the MTP 2.0 Waiver. The evaluator will use claims data from pre-release services to assess the effectiveness of this Initiative. The evaluator stores and analyzes the data in a secure environment. Facilities that participate are consenting to the use of this claims data for evaluation. Facility staff may also be asked to participate in qualitative interviews performed by the independent evaluator regarding their experience participating in the Initiative, to inform the evaluation.

4. This Amendment will be effective as of the last date of signature shown below ("Effective Date").

5. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
6. All other terms and conditions of the Contract remain unchanged and in full force and effect.

The parties signing below warrant that they have read and understand this Amendment and have authority to execute the Amendment. This Amendment will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

# Solutions Services Agreement

## Island County Jail



This Agreement ("AGREEMENT"), submitted as of this date of **April 25, 2025** ("Submitted Date") between the **Island County Sheriff's Office**, with an address of **503 N. Main Street (Physical)/ 1 NE 7<sup>th</sup> Street (Mailing), Coupeville, WA 98239** herein referred to as "PARTICIPANT" and Crown Correctional Telephone, INC, a Texas S Corporation, with an address of 410 W 19<sup>th</sup> Street Clifton, TX 76634 herein referred to as "PROVIDER." PARTICIPANT and PROVIDER are sometimes referred to individually as a "PARTY" or collectively as the "PARTIES."

### RECITALS

**WHEREAS**, the PARTICIPANT has requested, and PROVIDER has submitted, a proposal for the installation of hardware and software as outlined in Exhibit A of this AGREEMENT, attached hereto ("Exhibit A"), herein referred to as "SERVICES" and PARTICIPANT has agreed to accept the terms of the proposal presented;

**WHEREAS**, the SERVICES will be installed and operated in the PARTICIPANT'S facility and/or facilities, herein referred to as "FACILITY";

**WHEREAS**, PROVIDER shall provide the hardware, as set forth on Exhibit A (the "EQUIPMENT"), and will use that EQUIPMENT to operate PROVIDER'S proprietary software platform, as set forth on Exhibit A (the "SOFTWARE" and, together with the EQUIPMENT, the "SYSTEM") in PROVIDER'S performance of the SERVICES;

**WHEREAS**, PROVIDER will deliver the EQUIPMENT and provide the PARTICIPANT with a limited license to use the SOFTWARE, and the PARTICIPANT will accept the EQUIPMENT and make use of the SOFTWARE and the SYSTEM, in each case, pursuant to the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties, agree as follows:

**TERM:** This AGREEMENT shall have a term of **five (5) years** commencing on **the date of completed installation** ("Effective Date") and terminating **sixty (60)** months thereafter (the "Initial Term"). Upon completion of the Initial Term, this AGREEMENT will automatically renew for additional **sixty (60)** month terms, beginning on the day after the last day of the Initial Term's expiration (the "Extended Term"), unless PARTICIPANT notifies PROVIDER in writing at least sixty (60) days prior to expiration of the Initial Term or successive Extended Terms of their intent not to participate in the Extended Terms. The Extended Term(s) shall be upon the same terms and conditions as this Agreement, unless otherwise changed and agreed upon by both PARTIES in writing.

**TERMINATION:** This AGREEMENT may be terminated by either PARTY, for cause. In such case, the PARTY requesting termination (the "Terminating Party") must define in writing delivered to the other Party (the "Non-Terminating Party") the reason for said termination (the "Termination Notice") and allow the Non-Terminating Party the opportunity to cure the said reason within 30 days after receipt of the Termination Notice (the 'cure period'). If the said reason remains uncured after the expiration of said cure period, then the Terminating Party may terminate this AGREEMENT by written notice to the Non-Terminating Party.

**INSTALLATION:** Prior to the Effective Date, PROVIDER will (i) deliver the EQUIPMENT to the FACILITY, (ii) load the SOFTWARE onto the EQUIPMENT, (iii) install the EQUIPMENT in designated locations within the FACILITY, (iv) reuse/extend existing data cables to necessary locations, (v) provide additional integration and provisioning services as necessary to prepare the SYSTEM for functional operation, and (vi) provide PARTICIPANT'S staff updated training on administrative SYSTEM features and functionality (collective, the "SYSTEM INSTALLATION SERVICES").

**EXCLUSIVITY:** For the duration of this AGREEMENT (which includes any extensions hereto, including the Extended Term), the PARTICIPANT agrees to use PROVIDER as the exclusive provider of the SERVICES listed in Exhibit A for the FACILITY and agrees not to use, purchase, lease or accept any software, equipment, or system, similar to the SOFTWARE, the EQUIPMENT, or the SYSTEM for use at the FACILITY.

**EQUIPMENT TITLE:** PROVIDER shall retain title to the EQUIPMENT and the SYSTEM, provided by PROVIDER, during the Initial Term and the Extended Term of this AGREEMENT. The PARTICIPANT agrees to make reasonable efforts to ensure that none of the EQUIPMENT is damaged by misuse or neglect, including, without limitation, by misuse by the inmates.

**NO COST SERVICE & MAINTENANCE:** PROVIDER will, at its own expense and without charge to PARTICIPANT, service and maintain the EQUIPMENT in each FACILITY within the scope of work provided in the Software and Hardware Service Level Agreement, as set forth on Exhibit C hereto (the "Service Agreement"). To the extent that PARTICIPANT requests PROVIDER to provide any additional

labor or services which are outside the Service Agreement's Scope of Work or required as a result of misuse of the SYSTEM by PARTICIPANT or inmates, then PROVIDER at its option shall have the right to require reimbursement for such services at its Standard Service Rates. As of the Submitted Date, PROVIDER's Standard Service Rates are \$60/hour, but PROVIDER reserves the right to increase its Standard Service Rates at any time. PROVIDER will service and maintain the EQUIPMENT in each FACILITY pursuant to the Software and Hardware Service Level Agreement, as set forth on Exhibit C hereto (the "Service Agreement").

**RATES:** Inmates, friends and family, and visitors of the FACILITY shall be charged rates as outlined in the Revenue Share and Usage Rates in Exhibit B ("Rates") attached hereto ("Exhibit B"). PROVIDER reserves the right to change the Rates upon thirty (30) days' notice to PARTICIPANT.

**SOFTWARE LICENSE:** PROVIDER hereby grants to the PARTICIPANT a non-assignable and nonexclusive license to use the SOFTWARE for the limited purpose of providing the SERVICES outlined in Exhibit A to inmates at the FACILITY. Access is granted to the PARTICIPANT to view or monitor records relative to the SERVICES in accordance with the Terms of Use accepted by the FACILITY'S inmates and visitors.

**DISCLAIMER:** PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SOFTWARE, EQUIPMENT, OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ADDITIONALLY, PROVIDER DOES NOT WARRANT THAT ITS SOFTWARE, EQUIPMENT, OR SERVICES WILL BE FREE FROM ERROR OR BE UNINTERRUPTED DURING THE INITIAL TERM OR EXTENDED TERM.

**AGREEMENT DOCUMENTS:** The attached Exhibit A, describing the Scope of Work, is made part of this AGREEMENT, and is incorporated herein by this reference. The attached Exhibit B, describing Revenue Share and Usage Rates, is made part of this AGREEMENT, and is incorporated herein by this reference. The attached Exhibit C, describing the Software and Hardware Service Level Agreement, is made part of this AGREEMENT, and is incorporated by this reference.

**NO THIRD-PARTY BENEFICIARIES:** The PARTIES do not enter into this AGREEMENT for the benefit of any person other than the PARTIES to this AGREEMENT, nor do they intend that any person be or become a third-party beneficiary to this AGREEMENT.

**NON-ASSUMPTION OF LIABILITY:** Neither PARTY shall be liable to anyone for the acts or failures to act of either PARTY, its agents, or employees. Further, notwithstanding anything herein to the contrary, neither PARTY shall be liable to the other, or to an inmate or inmate's family, for any incidental, indirect, special, consequential, or other damages or for lost profits even if advised in advance of the possibility of such. If PROVIDER is unable to perform due to events beyond its control, PROVIDER shall be relieved of its obligations so affected only for as long as such circumstances prevail.

**FORCE MAJEURE:** PROVIDER shall be excused from performance under this AGREEMENT to the extent such performance is prevented by any act of government or regulatory action, war, civil disobedience, terrorism, labor strike, or failure of a third party to perform. In addition, PROVIDER shall be excused from performance due to the failure, fluctuation, or outage of electrical power, heat, air-conditioning, internet service or equipment failure, or similar event beyond its reasonable control; provided, however, that PROVIDER shall use reasonable efforts to return to full performance as expeditiously as possible. PROVIDER reserves, but shall not unreasonably exercise, the right to renegotiate the terms of this AGREEMENT upon sixty (60) days advance written notice to PARTICIPANT when any government body, or its regulatory agents, change service rates, adopt restrictive regulations, or mandate operations by law, or where the inmate population or capacity of the FACILITY materially changes. PARTICIPANT acknowledges that the services provided by PROVIDER are subject to federal, state, and local regulatory requirements, and PROVIDER must perform in compliance therewith.

**INDEMNIFICATION BY CONTRACTOR:** Each Party (an "Indemnifying Party") will indemnify and shall keep, save, and hold the other party (the "Indemnified Party") harmless from and against loss and any and all claims, demands, causes of action, damages, costs or liability arising from or out of any breach of this AGREEMENT by the Indemnifying Party.

**SEVERABILITY:** If any provision of this AGREEMENT is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in full force and in effect.

**LIABILITY LIMITATION:** Notwithstanding anything to the contrary in this AGREEMENT, neither PROVIDER nor PARTICIPANT shall be liable to the other for any indirect, incidental, special, or consequential damages, loss of profit or income, or loss of data, regardless of cause. PROVIDER'S total liability to PARTICIPANT is to provide the EQUIPMENT, SYSTEMS, SERVICES, and Revenue Share to PARTICIPANT as is required by this AGREEMENT, and in no event shall PROVIDER'S aggregate liability arising out of or related to this AGREEMENT, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed an amount equal

to: (i) the gross revenues generated from the SERVICES during the twelve (12) months preceding the applicable claim against PROVIDER, less (ii) the Revenue Share paid from PROVIDER to PARTICIPANT during such same twelve (12) month period.

**NOTICES:** All notice or other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be deemed to have been duly given if delivered personally by hand, via overnight courier, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate PARTY at the following addresses or such other address as may be given in writing to the PARTIES:

PARTICIPANT	PROVIDER
<b>1 NE 7<sup>th</sup> Street, Coupeville, WA 98239</b> Attn: Sheriff Rick Felici	410 W 19 <sup>th</sup> Street, Clifton, TX 76634 Attn: Ryan Bartula

**GOVERNING LAW AND VENUE:** This AGREEMENT shall be governed by the laws of the state of **Washington** (without regard to the choice of law provisions thereof), and the PARTIES agree that the venue for any legal proceedings or otherwise shall exclusively be in the state and federal courts located in the state of **Washington**.

**ASSIGNMENT AND SUBCONTRACTING:** This AGREEMENT, and the covenants and agreements contained herein, shall be binding upon and inure to the benefit of successors and assigns of the PARTIES hereto and may not be assigned by either PARTY hereto without the prior written consent of the other PARTY. Any attempt to assign this AGREEMENT in violation of this paragraph is void and of no effect.

**CONFIDENTIAL INFORMATION:** All non-public, confidential or proprietary information of PROVIDER, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by PROVIDER to PARTICIPANT, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this AGREEMENT is confidential, solely for the use of performing this AGREEMENT and may not be disclosed or copied unless authorized in advance by PROVIDER in writing. Upon PROVIDER'S request, PARTICIPANT shall promptly return all documents and other materials received from PROVIDER. PROVIDER shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to PARTICIPANT at the time of disclosure; or (c) rightfully obtained by PARTICIPANT on a non-confidential basis from a third party.

**SOLE AND EXCLUSIVE AGREEMENT; MODIFICATION; WAIVER:** This AGREEMENT represents the sole and exclusive agreement between the PARTIES hereto, and this AGREEMENT shall not be changed, modified, or amended except by a written agreement executed by the PARTIES. No waiver by PROVIDER of any of the provisions of this AGREEMENT is effective unless explicitly set forth in writing and signed by PROVIDER. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this AGREEMENT operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**SURVIVAL:** Provisions of this AGREEMENT which by their nature should apply beyond their terms will remain in force after any termination or expiration of this AGREEMENT including, but not limited to, the following provisions: Confidential Information, Governing Law and Venue, and Survival.

**COUNTERPARTS:** This AGREEMENT may be executed in one or more counterparts, each of which is to be deemed an original, and all of which constitute, collectively, one AGREEMENT.

**IN WITNESS WHEREOF:** This AGREEMENT has been executed by each of the PARTIES by their duly authorized legal representatives.

X \_\_\_\_\_  
PARTICIPANT Authorized Representative

Printed Name: \_\_\_\_\_

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

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

X \_\_\_\_\_  
PROVIDER Authorized Representative

Printed Name: Derrick Ploutz \_\_\_\_\_

Title: Director of Sales \_\_\_\_\_

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

## Exhibit A - Scope of Work

**INSTALLATION OF EQUIPMENT:** PROVIDER will furnish, test, and install all equipment to support the operation of the SOFTWARE and SERVICES at the FACILITY. Equipment needs will be determined and mutually agreed upon after the signing of this AGREEMENT. PROVIDER reserves the right to add any additional equipment upon request from the FACILITY during the term of this AGREEMENT. Requests submitted by PARTICIPANT for additional equipment must be made in writing and if PROVIDER chooses to approve the request and install the requested equipment, the additional equipment will be included in the Scope of Work and once installed becomes subject to the terms and conditions of this AGREEMENT.

Equipment	Facility Locations	Total Quantity
Cid Voice Device	Housing Units, Booking, and Visitation	Replace Existing Phones
ADTRAN Gateway and Network Switch	Primary Network Room	TBD at Site Survey
Fastcase Law Library Subscription	CID Devices	1
CID Kiosks	Housing Units and Visitation	TBD at Site Survey
CID Tablets	Housing Units	25
Belkin Charging Stations with Cart	Control	3
Wireless Access Points	Housing Units	TBD at Site Survey

**INTERNET:** In the event that it is agreed that the Internet will be provided by the PARTICIPANT, PARTICIPANT will, at its sole cost, arrange for high-speed Internet service, both fixed and/or wireless, with a minimum system requirement of 80 kilobits per second per audio phone applications, and any equipment associated therewith to be provided to the FACILITY, and the PARTICIPANT will maintain the high-speed Internet service and any equipment associated therewith. The PARTICIPANT will provide, at its sole cost, the electricity necessary to run, install and service the high-speed Internet Service and operation of EQUIPMENT.

**PARTICIPANT WILL** provide Internet for the SYSTEM and SERVICES as indicated.

**TABLETS:** In the event that it is agreed that tablets will be deployed at PROVIDER'S cost and a tablet is lost and can't be located or recovered, PARTICIPANT will be responsible for an invoice payment of \$250 before a replacement tablet will be shipped.

## Exhibit B - Revenue Share on Bandwidth Utilization

### **Revenue Share**

The following table outlines the monetary rates borne by those using the communication services related to PROVIDER systems. PROVIDER has outlined the Revenue Share payments to be made to PARTICIPANT on the gross billed revenue generated from PROVIDER SERVICES. If revenue share payments can be made in the future, those payments will be made to PARTICIPANT on or about the 25<sup>th</sup> day starting after the initial traffic month to allow for a billing cycle to complete.

Cidnet Service	Rate	PARTICIPANT Cash Revenue Share
<b>Voice</b>	\$0.30 per megabyte	0%
<b>Video</b>	\$0.30 per megabyte	0%
<b>Mail</b>	\$0.30 per megabyte	0%

# Exhibit C - Software and Hardware Service Level Agreement

Support and maintenance will be provided through phone support, remote access, remote testing, and on-site labor. Phone support, remote access, and remote testing of EQUIPMENT are available between 8:00 a.m. and 10:00 p.m. CST on business days. To the extent that any service window described herein is not practicable given the security protocols at the applicable facility, the parties will work together to address the problem in a timely manner.

Maintenance/repair calls from the facility will be resolved in the manner outlined in this section (subject to the limitations set forth above):

**"Major Emergency"** shall be defined as an occurrence of any one of the following conditions:

- A failure of any hardware that prohibits system operation.
- A failure of network equipment due to inclement weather, lightning storms, etc. that prohibits system operation.

For a "Major Emergency", PROVIDER will attempt to respond to the service problem within thirty (30) minutes of the initial trouble report by the facility through the use of remote testing or access. If the system is not accessible for remote access, PROVIDER will dispatch a qualified technician on-site at the facility.

**"Minor Failure"** shall be defined as a system failure or problem other than a "Major Emergency" item as listed above.

For a "Minor Failure" PROVIDER will attempt to respond to the service problem within four (4) hours of the initial trouble report using remote testing or access or, if the Routine Service is an issue/defect, the issue/defect will be resolved using the Support Ticket Process described below. In the event of minor failure, PROVIDER will ship necessary parts for facility staff or PROVIDER technicians to conduct maintenance or repairs.

**SUPPORT TICKET PROCESS:** All service and support activities are managed through the PROVIDER Ticketing System. PARTICIPANT agrees to use the ticketing system as a means to contact PROVIDER when requesting service and support related to the operation of the SYSTEM. When a ticket is submitted by an employee at the Facility, PROVIDER will observe the following process.

1. When the ticket is submitted by the Facility, an automated email notification will be sent to the PROVIDER group support email and the email of the assigned Solutions Advisor.
2. The ticket is assigned to PROVIDER Facility Support Representative, and the status is changed from 'Pending' to 'In-Progress'.
3. Support Representative analyzes the contents of the ticket and classifies it as a Major Emergency or Minor Failure.
4. Activities necessary to fulfill support requests are conducted within the confines of PROVIDER's ability to provide a solution. This includes but is not limited to answering questions, gathering additional information, troubleshooting issues, testing equipment, dispatching field technicians, and conducting service labor. Once the necessary labor is conducted to the satisfaction of the Facility, the status of the ticket is manually changed from 'In-Progress' to 'Complete'.
5. The completed ticket is reviewed by PROVIDER's Administrative Support Team for quality assurance purposes. If the ticket meets or exceeds the quality expectations based on subjective criteria, the ticket status is changed from 'Complete' to 'Closed'. If the ticket does not meet or exceed the quality expectations based on subjective criteria, the ticket status is changed from 'Complete' to 'In-Progress' and additional support activities listed in step 4 are conducted.
6. All closed tickets are archived in the PROVIDER system for review.



**ISLAND COUNTY FACILITIES**

**WORK SESSION AGENDA**

**MEETING DATE: 6/4/2025**

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**To:** Melanie Bacon, Chair  
Board of Island County Commissioners  
**From:** Ryan Beach, Director

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Amount of time requested for agenda discussion. **10 minutes**

**DIVISION:** Not Applicable

**Agenda Item No.:** 1

**Subject:** PSE Up and Go EV charging stations, proposed site at 1 NE 7<sup>th</sup> St.

**Description:** PSE preliminary drawings. For one high speed charging tower and two, level two charging towers. Install site is on NE 7<sup>th</sup> St. in Coupeville.

**Attachment:** PSE Preliminary project plans at 90% completion

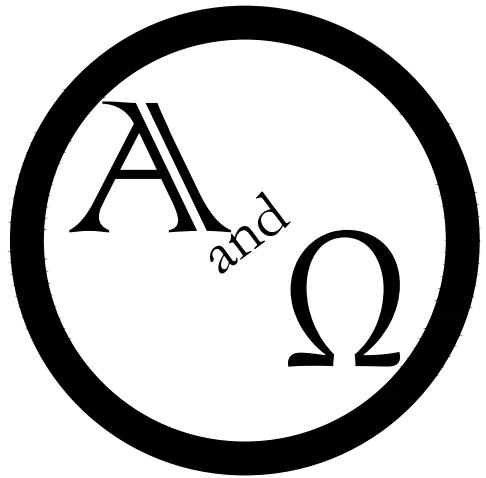
**Request:** (Check boxes that apply)

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input checked="" type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable



APPLICANT SITE NAME:  
PSE COUPEVILLE

STAMP:

**PRELIMINARY ISSUE**

PROJECT:  
CHARGING STATION  
ADDITION  
DRAWING DESCRIPTION:  
PRELIMINARY  
CD90

AERIAL MAP		SITE INFORMATION		CONSULTING TEAM		DRAWING INDEX																				
		<b>SITE ADDRESS:</b> 1 NE 7TH ST COUPEVILLE, WA 98239  <b>COUNTY:</b> ISLAND  <b>PROPERTY OWNER:</b> ISLAND COUNTY & FACILITIES MANAGEMENT  <b>SITE INFORMATION:</b> LATITUDE: 48° 13' 05.52" N (NAD 83) LONGITUDE: 122° 41' 08.13" W (NAD 83) GROUND ELEV: 102' AMSL  <b>APPLICANT:</b> ALPHA & OMEGA ELECTRIC 9531 31ST AVENUE SOUTH EAST EVERETT, WA 98208 (800) 877-7868 ex. 4520  <b>UTILITY COMPANY:</b> PSE  <b>APN:</b> 236621	<b>ENGINEERING:</b> SSC, INC. 7171 WEST 95TH STREET, SUITE 600 OVERLAND PARK, KANSAS 66212 PHONE: (913) 438-7700 FAX: (913) 438-7777 SSC SITE ID: SSC-29481 PROJECT ID: P-039840  <b>CLIENT MANAGER:</b> DALLAS PELLAND  <b>A&amp;E PROJECT MANAGER:</b> DALLAS PELLAND  <b>LEAD ENGINEER:</b> ROBERT JENSEN  <b>LEAD ELECTRICAL:</b> SHELTON KEISLING	<b>SHEET NO.</b>	<b>SHEET TITLE</b>	<b>DISC.</b>																				
<b>T-1.0</b>	TITLE SHEET	C/E																								
<b>C-1.0</b>	OVERALL SITE PLAN	C																								
<b>C-1.1</b>	EXISTING SITE PLAN	C																								
<b>C-1.2</b>	ENLARGED SITE PLAN & ELEVATION	C																								
<b>C-2.0</b>	FOUNDATION PLAN	C																								
<b>C-3.0</b>	EQUIPMENT DETAILS (1 OF 4)	C																								
<b>C-3.1</b>	EQUIPMENT DETAILS (2 OF 4)	C																								
<b>C-3.2</b>	EQUIPMENT DETAILS (3 OF 4)	C																								
<b>C-3.3</b>	EQUIPMENT DETAILS (4 OF 4)	C																								
<b>E-1.0</b>	UTILITY PLAN	E																								
<b>E-1.1</b>	ENLARGED UTILITY PLAN	E																								
<b>E-2.0</b>	ELECTRICAL ONE-LINE DIAGRAM	E																								
<b>E-2.1</b>	PANEL SCHEDULE	E																								
<b>E-3.0</b>	ELECTRICAL DETAILS	E																								
<b>G-1.0</b>	GROUNDING DETAILS	E																								
<b>SP-1.0</b>	SPECIFICATIONS (1 OF 5)	C																								
<b>SP-1.1</b>	SPECIFICATIONS (2 OF 5)	C																								
<b>SP-1.2</b>	SPECIFICATIONS (3 OF 5)	C																								
<b>SP-2.0</b>	SPECIFICATIONS (4 OF 5)	E																								
<b>SP-2.1</b>	SPECIFICATIONS (5 OF 5)	E																								
PLANS PREPARED FOR:																										
PLANS PREPARED BY:																										
DRAWING NOTICE:																										
<small>THIS DRAWING HAS NOT BEEN PUBLISHED AND IS THE SOLE PROPERTY OF SSC, INC. AND IS LENT TO THE BORROWER FOR THEIR CONFIDENTIAL USE ONLY, AND IN CONSIDERATION OF THE LOAN OF THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT WILL NOT BE REPRODUCED, COPIED, LENT OR OTHERWISE DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.</small>																										
SUBMITTALS:																										
<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> <th>REV</th> </tr> </thead> <tbody> <tr> <td>ISSUED FOR REVIEW</td> <td>03/12/25</td> <td>ABT</td> <td>A</td> </tr> <tr> <td>REVISED PER CLIENT COMMENTS</td> <td>03/20/25</td> <td>DWO</td> <td>B</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			DESCRIPTION	DATE	BY	REV	ISSUED FOR REVIEW	03/12/25	ABT	A	REVISED PER CLIENT COMMENTS	03/20/25	DWO	B												
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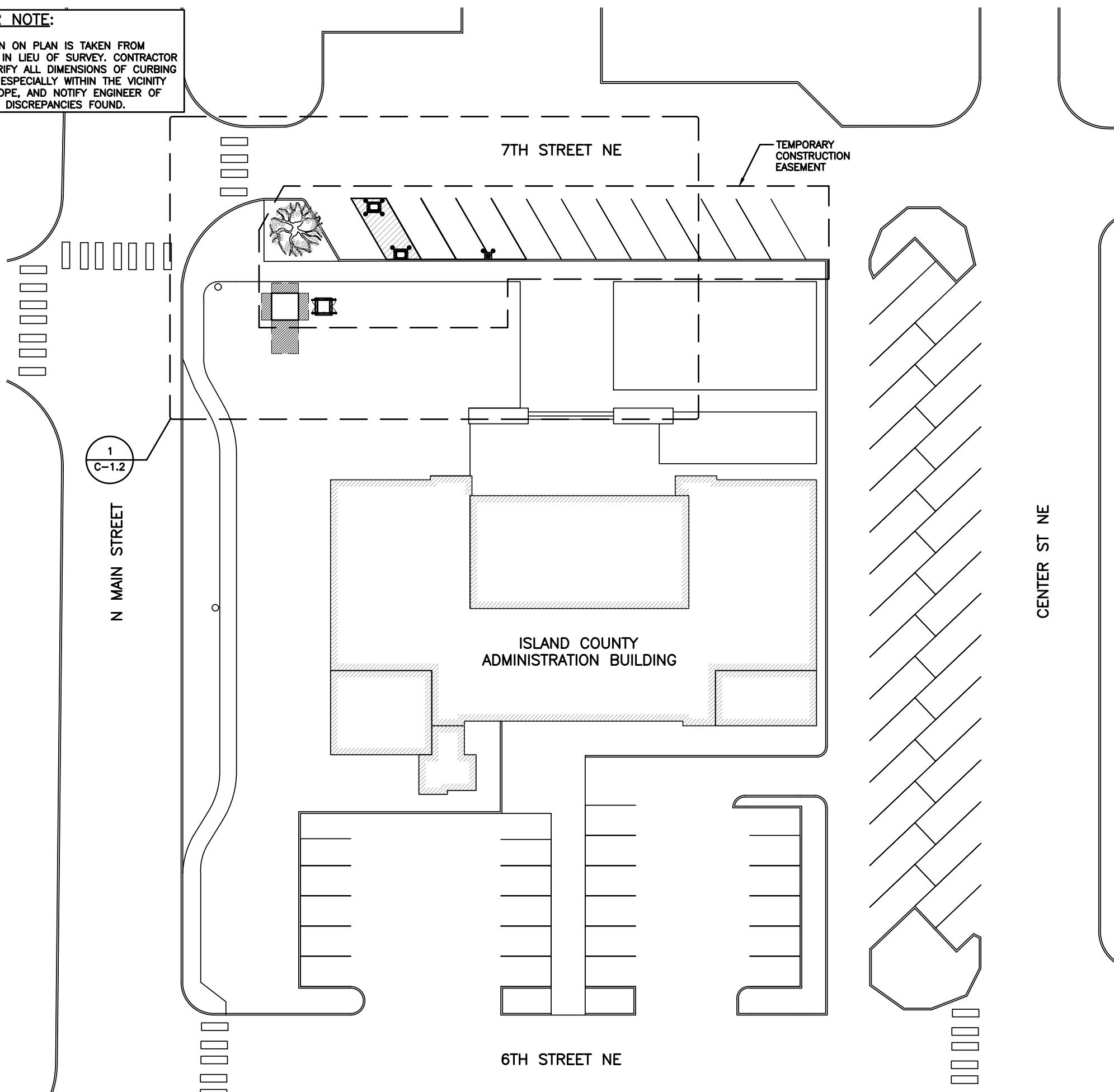
Know what's below.  
Call before you dig.  
www.call811.com

THE UTILITIES AS SHOWN ON THIS SET OF DRAWINGS WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THE INFORMATION PROVIDED IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES.

**CONTRACTOR NOTE:**

LINWORK SHOWN ON PLAN IS TAKEN FROM AERIAL IMAGERY IN LIEU OF SURVEY. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS OF CURBING AND AMENITIES, ESPECIALLY WITHIN THE VICINITY OF PROJECT SCOPE, AND NOTIFY ENGINEER OF RECORD OF ANY DISCREPANCIES FOUND.

STAMP:

**PRELIMINARY ISSUE**

OVERALL SITE PLAN

1

OVERALL SITE PLAN	SHEET #:
C-1.0	

ENGINEERING LICENSE:  
STATE OF WASHINGTON  
STATE CERTIFICATE OF AUTHORIZATION # 602220502

ENGINEER: PE#: DISCIPLINE:  
CG CHRISTOPHER GIANNOTTI 23038356 CIVIL C  
SDK SHELTON D. KESLING 24005575 ELECTRICAL E  
TMS TERRANCE M. SUPER 39005 ELECTRICAL E

PLANS PREPARED FOR:



PLANS PREPARED BY:



DRAWING NOTICE:  
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REVISED PER CLIENT COMMENTS	03/20/25	DWO	B

APPLICANT SITE NAME:

PSE COUPEVILLE

APPLICANT SITE NUMBER:

AOE-WA-0001

SITE ADDRESS:

1 NE 7TH ST  
COUPEVILLE, WA 98239

SHEET DESCRIPTION:

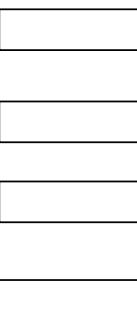
OVERALL SITE PLAN

SHEET #:

C-1.0

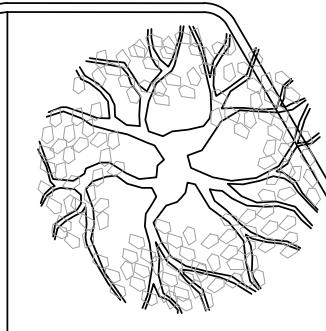
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**KEYED NOTES:**  
1 EXISTING PARKING STALL TO BE RESTRIPIED  
(TYP OF 5 )



EXISTING ASPHALT  
PARKING LOT

1



ENGINEERING LICENSE:  
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ENGINEER: PE#: DISCIPLINE:  
CG CHRISTOPHER GIANNOTTI 23038356 CIVIL C  
SDK SHELTON D. KESLING 24005575 ELECTRICAL E  
TMS TERRANCE M. SUPER 39005 ELECTRICAL E

PLANS PREPARED FOR:

PLANS PREPARED BY:

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COUPEVILLE, WA 98239

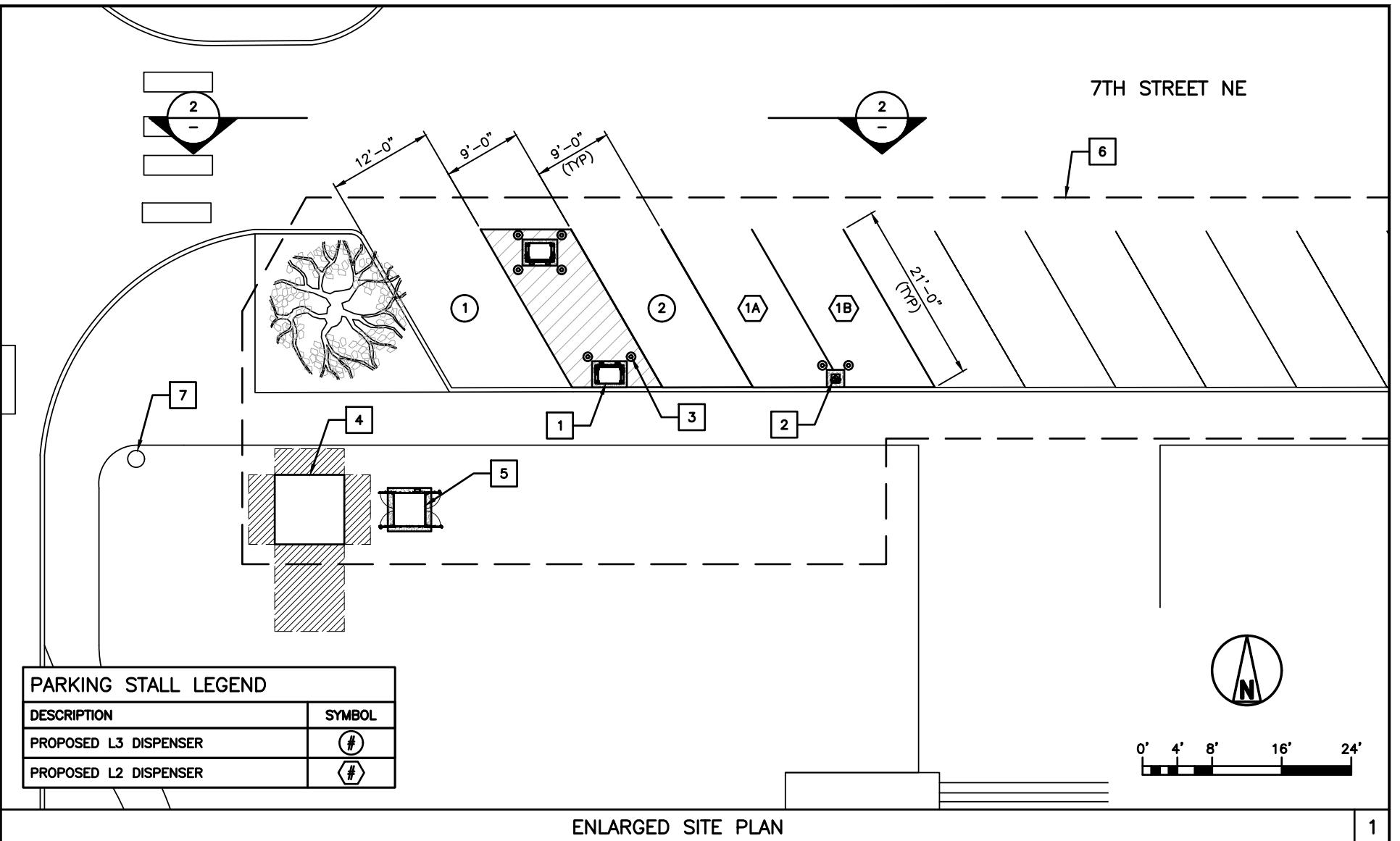
SHEET DESCRIPTION: SHEET #:

EXISTING SITE  
PLAN

C-1.1

KEYED NOTES:

- 1 PROPOSED DUAL L3 DISPENSER (TYP OF 2)
- 2 PROPOSED DUAL L2 DISPENSER
- 3 PROPOSED BOLLARD (FURNISH & INSTALL) (TYP OF 10) (SEE SHEET C-3.1, DETAIL 4)
- 4 PROPOSED UTILITY TRANSFORMER (BY UTILITY COMPANY)
- 5 PROPOSED SERVICE CABINET "SC-1" W/ METER SOCKET
- 6 TEMPORARY CONSTRUCTION EASEMENT
- 7 EXISTING UTILITY POLE



STAMP: **PRELIMINARY ISSUE**

ENGINEERING LICENSE:  
STATE OF WASHINGTON  
STATE CERTIFICATE OF AUTHORIZATION # 602220502  
ENGINEER: PE#: DISCIPLINE:  
CG CHRISTOPHER GIANNOTTI 23038356 CIVIL C  
SDK SHELTON D. KESLING 24005575 ELECTRICAL E  
TMS TERRANCE M. SUPER 39005 ELECTRICAL E

PLANS PREPARED FOR:  
**A and Ω**

PLANS PREPARED BY:  
**SSC**

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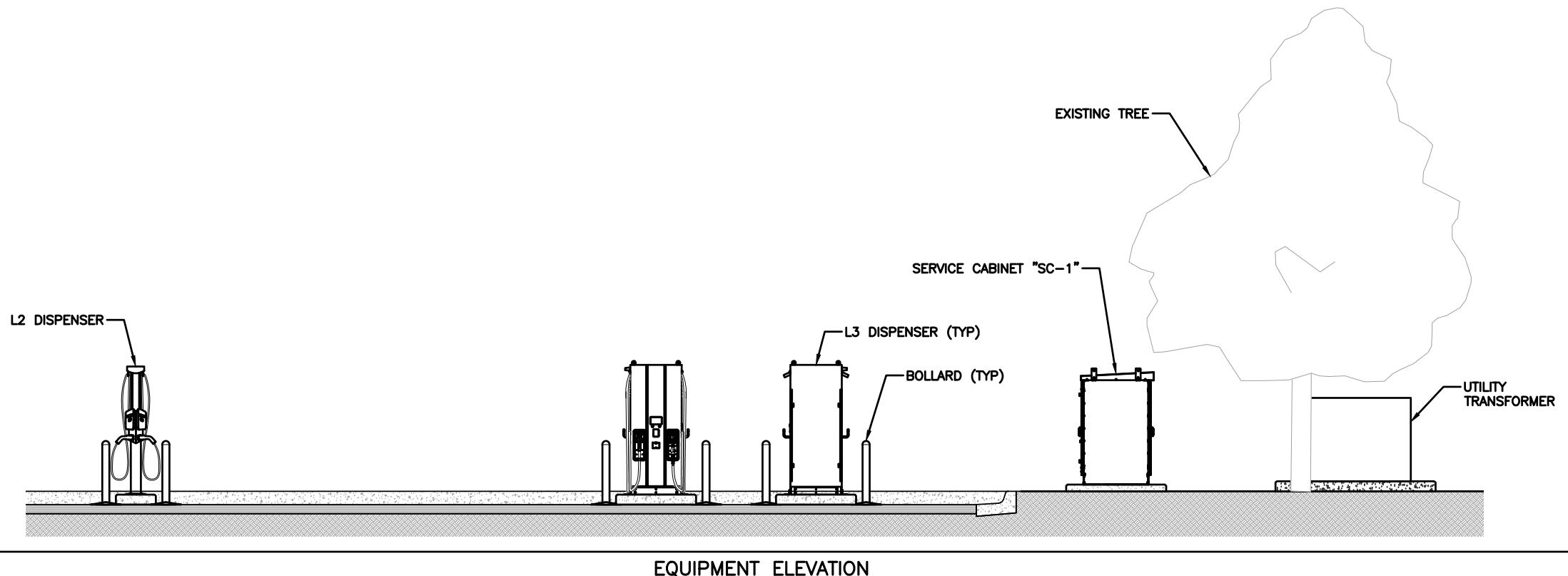
APPLICANT SITE NUMBER:

AOE-WA-0001

SITE ADDRESS:

1 NE 7TH ST  
COUPEVILLE, WA 98239

SHEET DESCRIPTION: **ENLARGED SITE PLAN & ELEVATION** SHEET #: **C-1.2**



STAMP:

**PRELIMINARY ISSUE****GENERAL NOTES:**

1. CONTRACTOR SHALL INSTALL BELL END FITTINGS ON ALL CONDUITS AFTER INSTALLATION
2. DISPENSER PAD SHALL BE POURED FLUSH WITH CURB. CONTRACTOR TO INSTALL EXPANSION JOINT BETWEEN PAD AND CURB.

**KEYED NOTES:**

- 1 PROPOSED 3'-0" x 4'-0" PAD FOR L3 DISPENSER (TYP OF 2) (SEE SHEET C-3.1)
- 2 PROPOSED 2'-0" x 2'-0" PAD FOR L2 DISPENSER (SEE SHEET C-3.0)
- 3 PROPOSED BOLLARD FOUNDATION (TYP OF 8) (SEE SHEET C-3.1, DETAIL 4)
- 4 PROPOSED SERVICE CABINET PAD
- 5 UTILITY TRANSFORMER (BY UTILITY COMPANY)

ENGINEERING LICENSE:  
STATE OF WASHINGTON  
STATE CERTIFICATE OF AUTHORIZATION # 602220502  
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CG CHRISTOPHER GIANNOTTI 23038356 CIVIL C  
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PLANS PREPARED FOR:  


PLANS PREPARED BY:  


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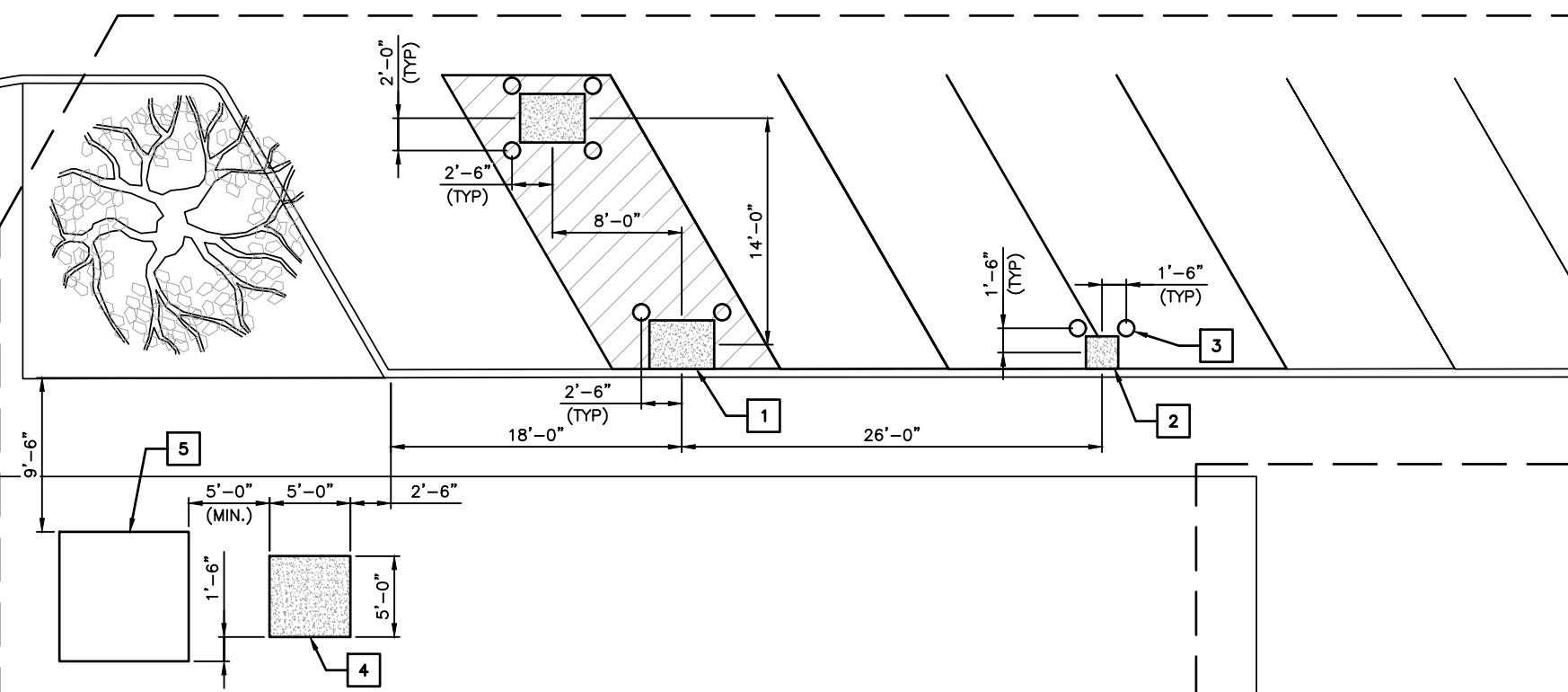
SHEET DESCRIPTION:

FOUNDATION  
PLAN

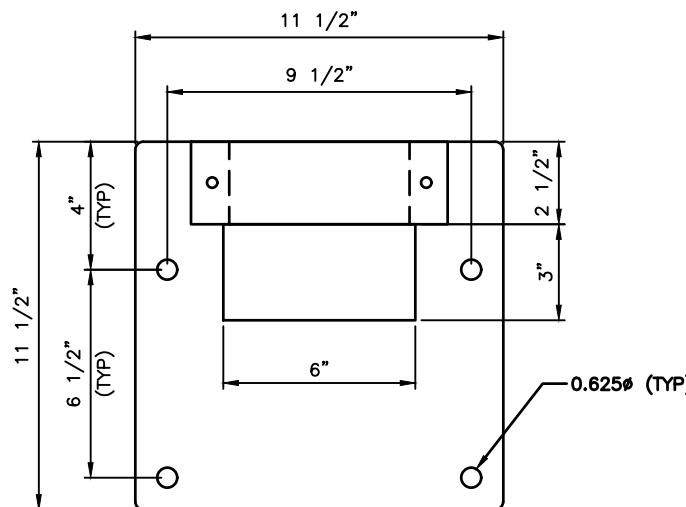
SHEET #:

C-2.0

7TH STREET NE



0'1'2" 4' 8' 12' 16'



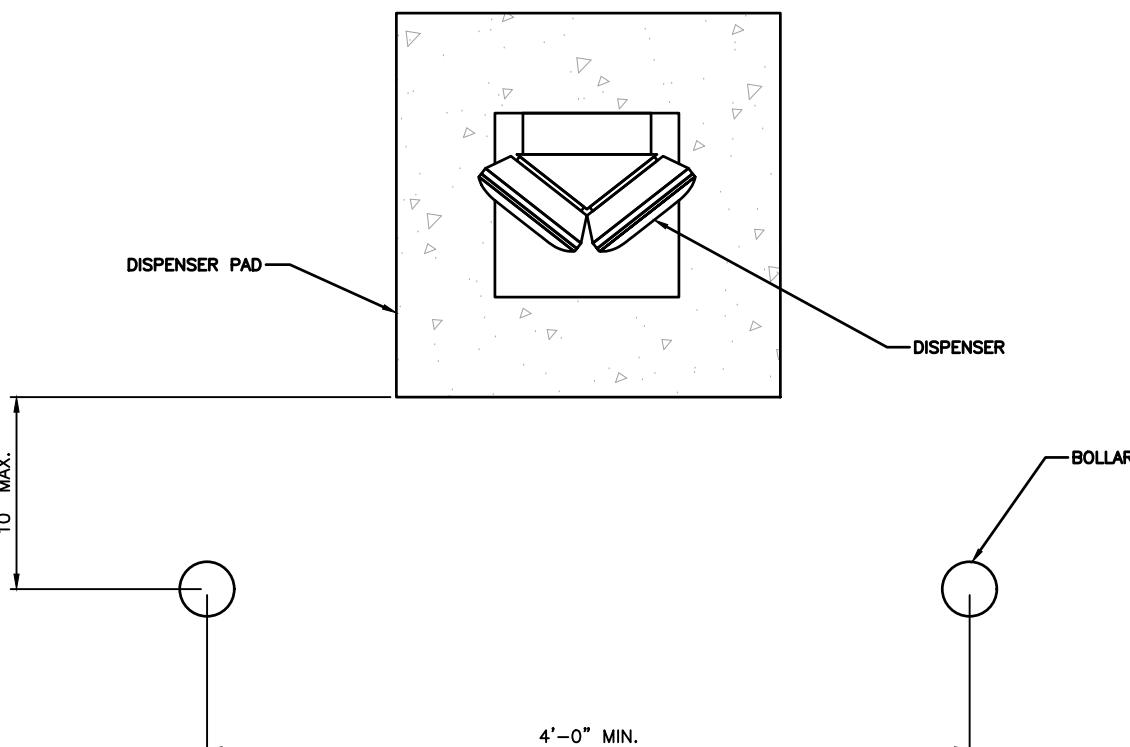
NOTE: ANCHOR PER MANUFACTURER'S RECOMMENDATION

## POWER CHARGE BASEPLATE DETAIL

1

## BOLLARD LAYOUT PLAN

2



**POWER CHARGE CONCRETE PAD**

7 1/4" (TYP)

3" x 6" RACEWAY

10 1/4" (TYP)

2'-0"

2'-0"

**GRAVEL NOTE:**  
GRAVEL SHALL BE NATURAL OR CRUSHED STONE WITH 100 PERCENT PASSING 1 INCH SIEVE.

**FOUNDATION NOTE:**  
MINIMUM SOIL BEARING CAPACITY OF 1500 PSF IS ASSUMED IN ALL FOUNDATIONS AND SLAB AREAS. (GENERAL CONTRACTOR SHALL VERIFY PRIOR TO CONSTRUCTION)

**(BACK SIDE)**

**(VEHICLE/CURB SIDE)**

6" COMPACTED CRUSHED STONE OR GRAVEL (SEE GRAVEL NOTE)

4" (A.G.L.)

(2) #4 BARS EVENLY SPACED EACH WAY TOP AND BOTTOM

3/4" CHAMFER (TYP)

3" CLR (TYP)

4" (A.G.L.)

3" CLR (TYP)

3" CLR (TYP)

3" CLR (TYP)

2'-0"

3" CLR (TOP AND BOTTOM)

UNDISTURBED SOIL

**POWER CHARGE DISPENSER DETAIL**

4

3

## STAMPS

**PRELIMINARY ISSUE**

ENGINEERING LICENSE:		
STATE OF <u>WASHINGTON</u>		
STATE CERTIFICATE OF AUTHORIZATION # 602220502		
ENGINEER:	PE#:	DISCIPLINE:
CG CHRISTOPHER GIANNOTTI	23038356	CIVIL
SDK SHELTON D. KEISLING	24005575	ELECTRICAL
TMS TERRANCE M. SUPER	39005	ELECTRICAL

PLANS PREPARED FOR:

PLANS PREPARED BY:

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APPLICANT SITE NAME

PSE COUPEVILLE

APPLICANT SITE NUMBER: \_\_\_\_\_

SITE ADDRESS:

**SHEET DESCRIPTION: EQUIPMENT DETAILS (1 OF 4)**

**GRAVEL NOTE:**

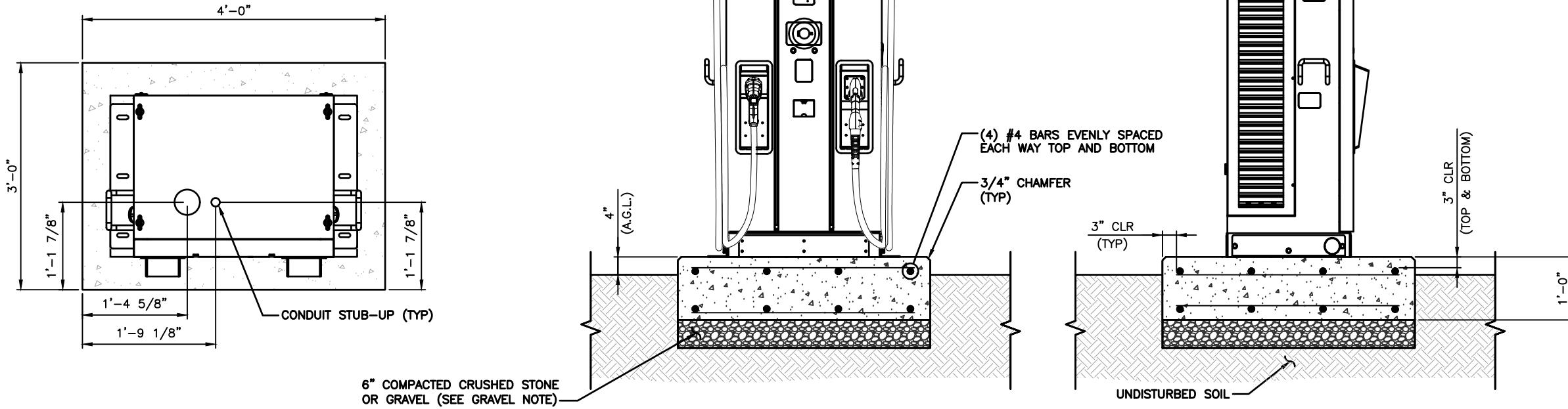
GRAVEL SHALL BE NATURAL OR CRUSHED STONE  
WITH 100 PERCENT PASSING 1 INCH SIEVE.

**FOUNDATION NOTE:**

MINIMUM SOIL BEARING CAPACITY OF 1500 PSF IS  
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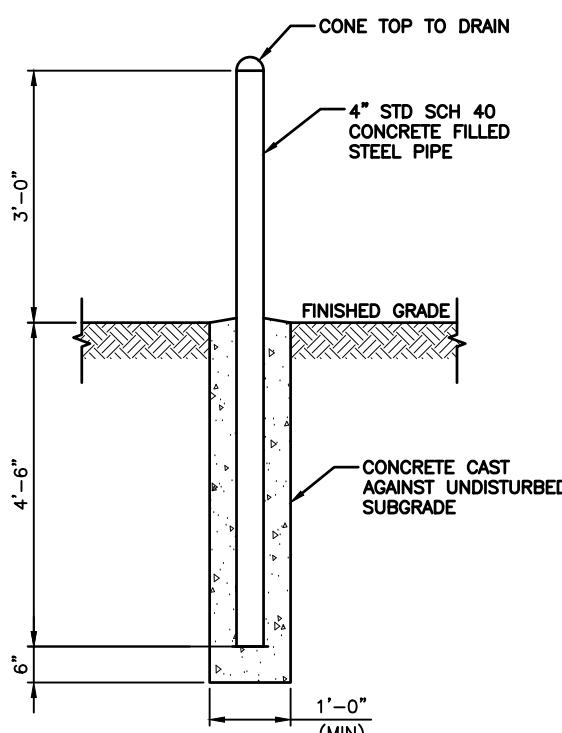
STAMP

**PRELIMINARY ISSUE**



#### 180KW DC DISPENSER & FOUNDATION DETAIL

1

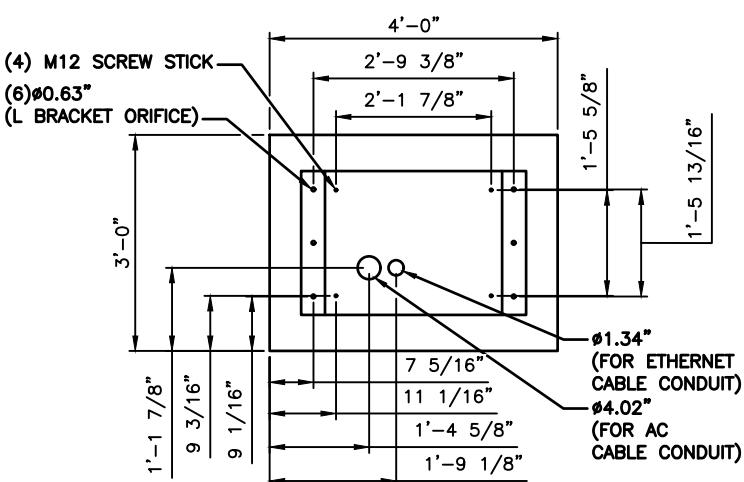


## SPECIFICATIONS:

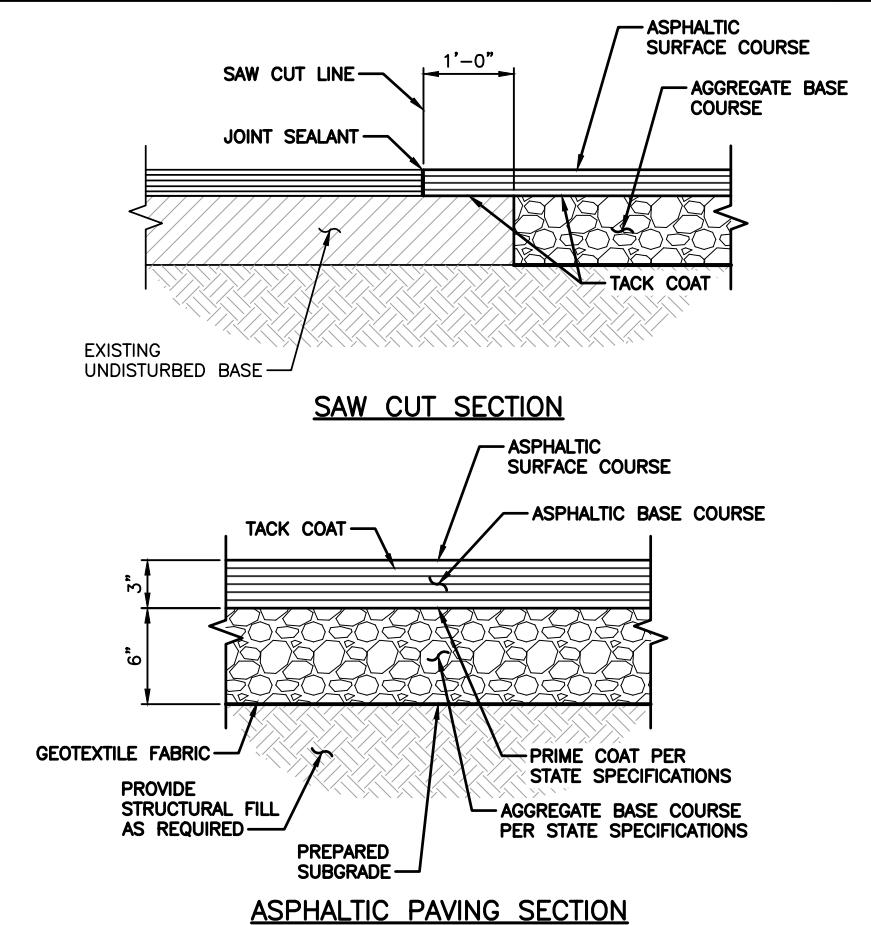
#### MATERIALS • STEEL

FINISH: PRIME AND PAINT OR INSTALL COVERS

COLORING: WHITE- RAL 9016



NOTE: ANCHOR PER MANUFACTURER'S RECOMMENDATION



## ASPHALTIC PAVING SECTION

## BOLLARD DETAIL

1

## 180KW DC DISPENSER - ANCHORING

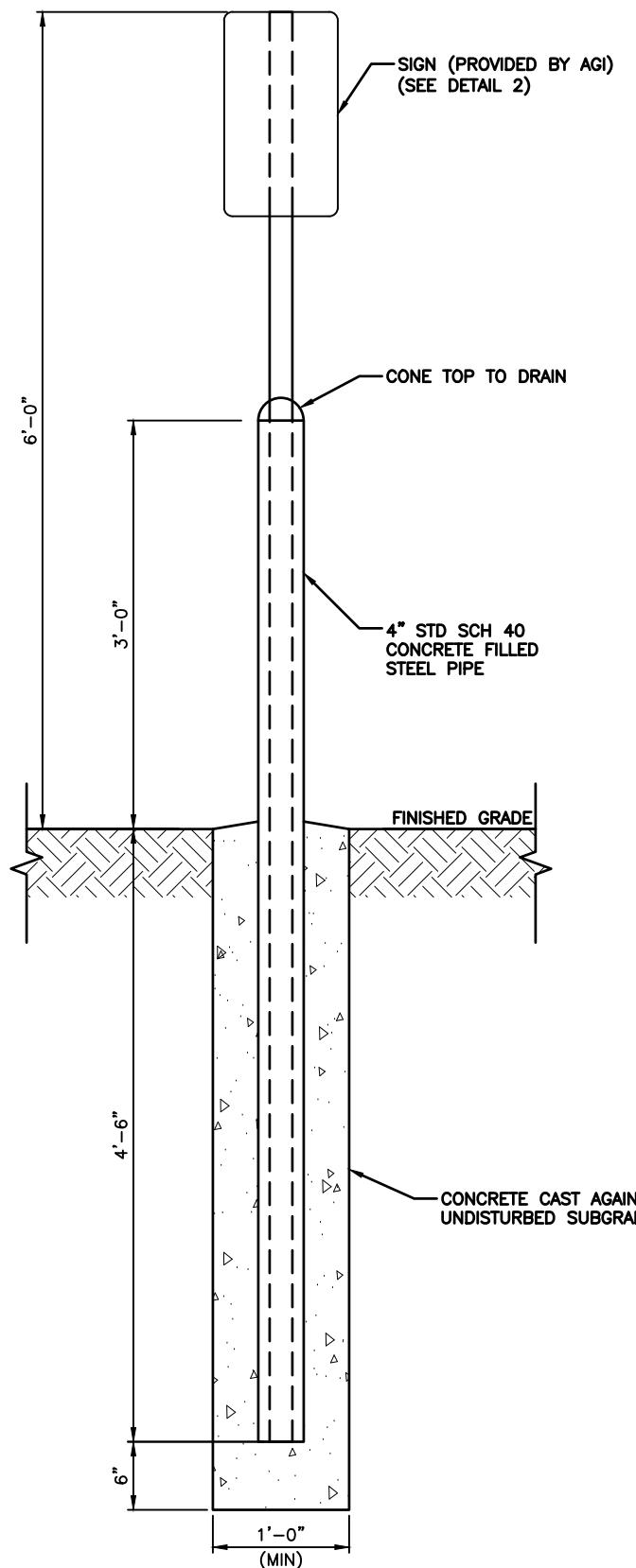
3

#### ASPHALT REPAIR DETAIL

1

**DESCRIPTION: EQUIPMENT DETAILS (2 OF 4)**

STAMP: **PRELIMINARY ISSUE**

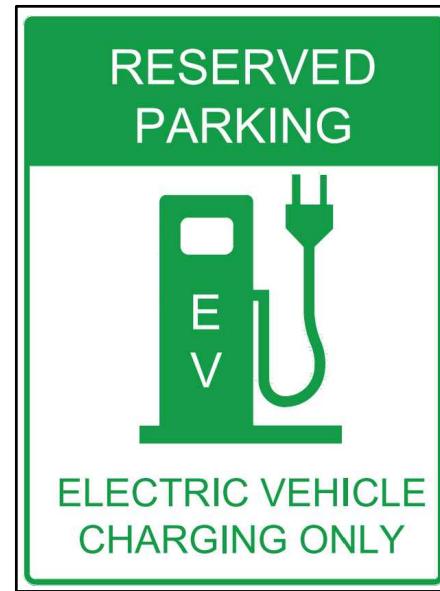


**SPECIFICATIONS:**

MATERIAL:	STEEL
FINISH:	POWDER COATED - SEMI GLOSS
COLORING:	COORDINATE W/ AGI/LANDLORD

2-IN-1 BOLLARD DETAIL

1



**NOTE:**

- EVCS SIGN FOR REFERENCE ONLY. ACTUAL SIGN MAY BE DIFFERENT.

**SPECIFICATIONS:**

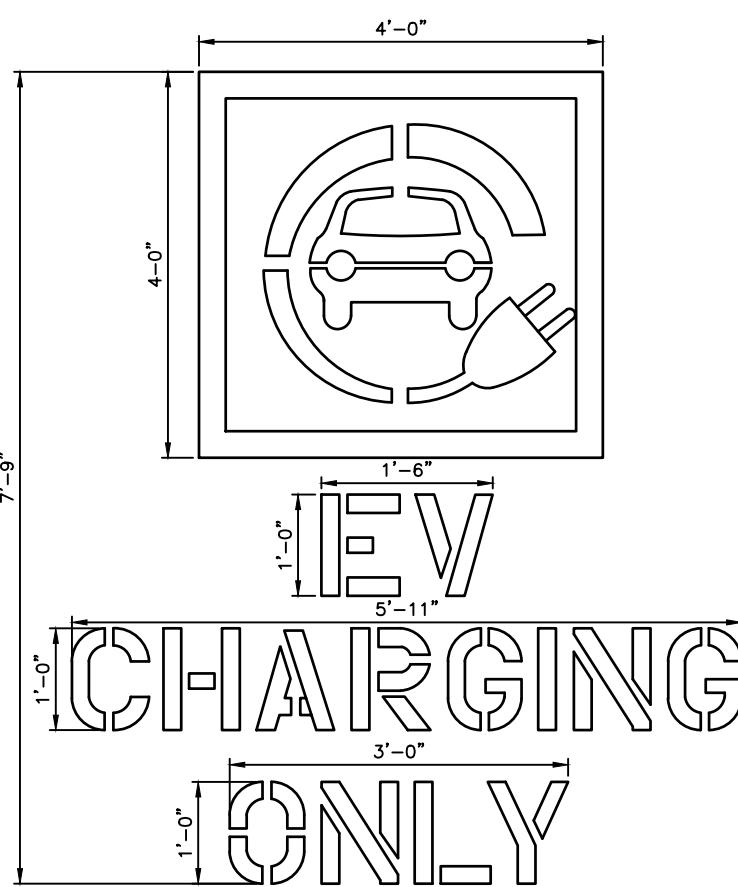
DIMENSIONS (WxH): 18" x 24" OR 12" x 18"

SIGNAGE DETAIL

2

**STENCIL NOTES:**

- USE ON ALL STANDARD & VAN ACCESSIBLE STALLS WHERE APPLICABLE
- EVCS STALL SHALL PROVIDE SURFACE MARKING STATION "EV CHARGING ONLY" IN LETTER 12" HIGH MIN. THE CENTER LINE OF THE TEXT SHALL BE A MAX. OF 6" FROM THE CENTER LINE OF THE STALL & ITS LOWER CORNER AT, OR LOWER SIDE ALIGNED WITH, THE END OF THE STALL LENGTH.
- BOTTOM OF STENCIL TO BE PLACE AT THE LEADING EDGE OF THE PROPOSED STALL.
- PROVIDE 4 1/2" SPACING BETWEEN STENCILS.
- PAVEMENT MARKING TO BE PAINTED WHITE.
- PAINT SHALL BE WATER BORNE OR SOLVENT BORNE, COLORS AS SHOWN OR SPECIFIED HEREIN. PAVEMENT MARKING PAINTS SHALL COMPLY WITH APPLICABLE STATE AND LOCAL LAWS ENACTED TO ENSURE COMPLIANCE WITH FEDERAL CLEAN AIR STANDARDS. PAINT MATERIALS SHALL CONFORM TO THE RESTRICTIONS OF THE LOCAL AIR POLLUTION CONTROL DISTRICT.
- WATER BORNE PAINTS SHALL CONFORM TO FS TT-P-1952.
- SOLVENT BORNE PAINT: PAINT SHALL CONFORM TO FS A-A-2886 OR AASHTO M248. PAINT SHALL BE NON BLEEDING, QUICK DRYING, AND ALKYD PETROLEUM BASE PAINT SUITABLE FOR TRAFFIC BEARING SURFACE AND BE MIXED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS BEFORE APPLICATION.



STENCIL DETAIL

3

ENGINEERING LICENSE:  
STATE OF WASHINGTON  
STATE CERTIFICATE OF AUTHORIZATION # 602220502  
ENGINEER: PE#: DISCIPLINE:  
CG CHRISTOPHER GIANNOTTI 23038356 CIVIL C  
SDK SHELTON D. KESLING 24005575 ELECTRICAL E  
TMS TERRANCE M. SUPER 39005 ELECTRICAL E

PLANS PREPARED FOR:  


PLANS PREPARED BY:  


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**PSE COUPEVILLE**

APPLICANT SITE NUMBER:  
**AOE-WA-0001**

SITE ADDRESS:  
1 NE 7TH ST  
COUPEVILLE, WA 98239

SHEET DESCRIPTION: EQUIPMENT DETAILS (3 OF 4) SHEET #: C-3.2

STAMP:

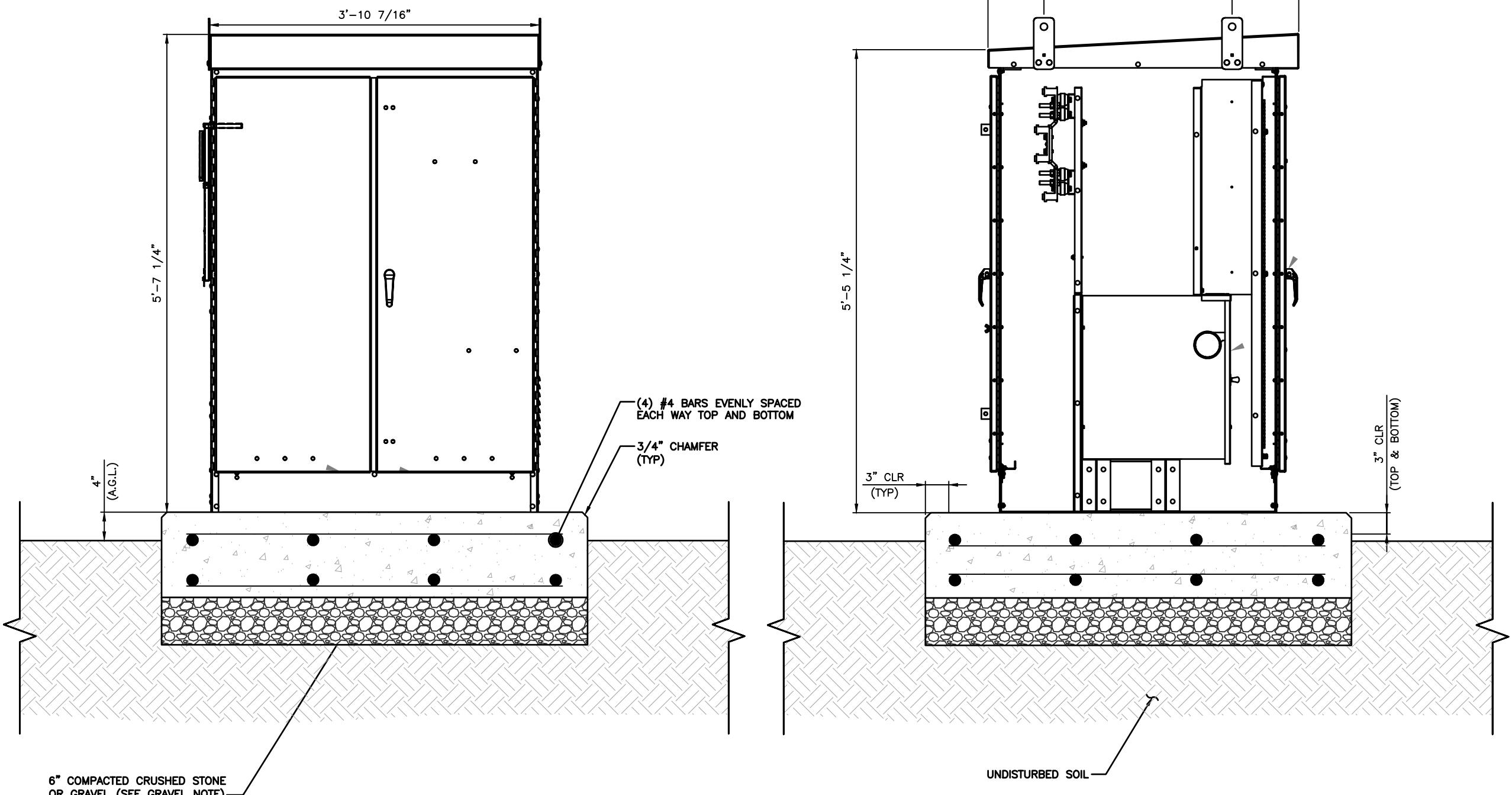
**GRAVEL NOTE:**

GRAVEL SHALL BE NATURAL OR CRUSHED STONE  
WITH 100 PERCENT PASSING 1 INCH SIEVE.

**FOUNDATION NOTE:**

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PLANS PREPARED BY:  


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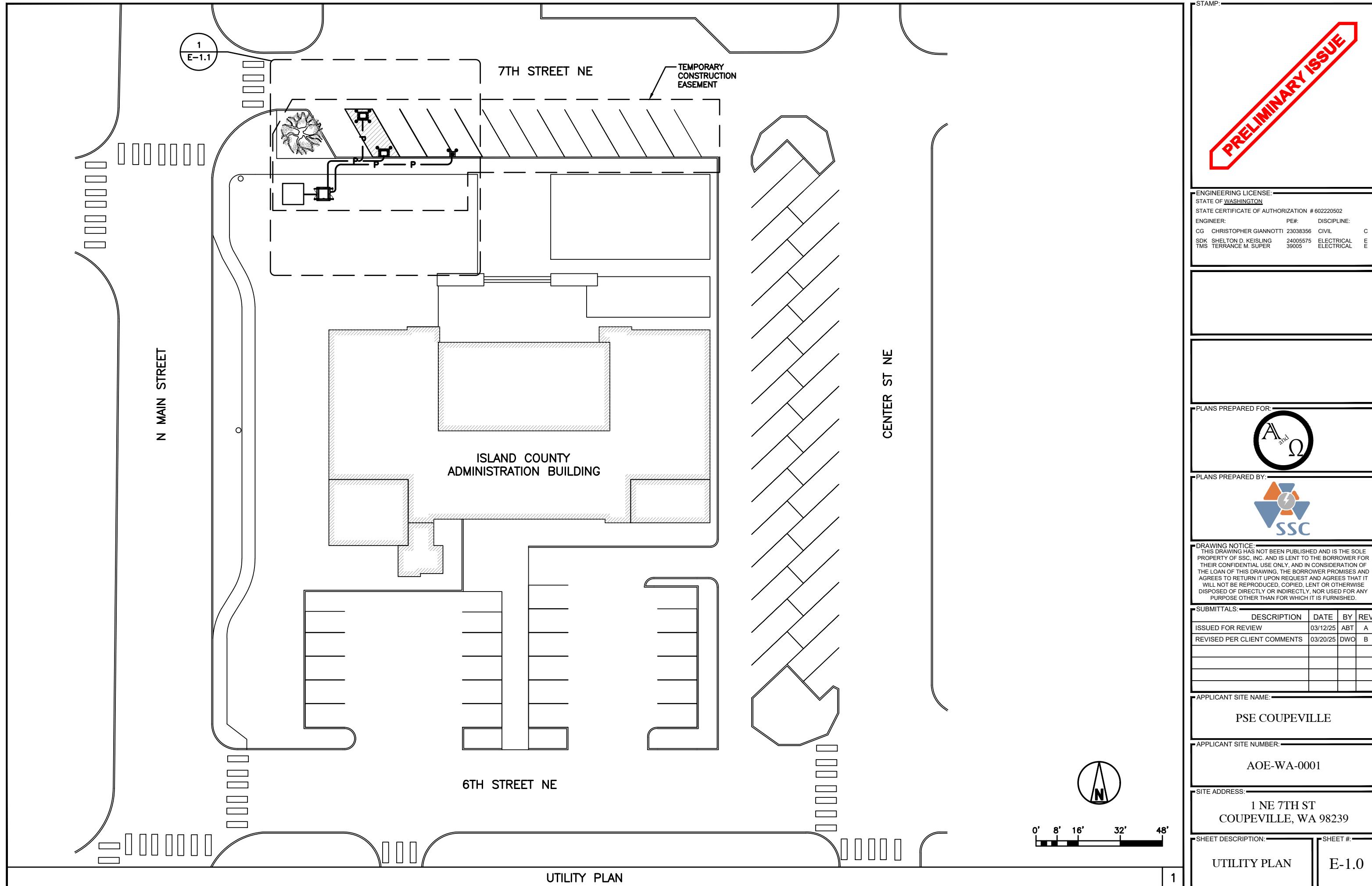
SUBMITTALS:

DESCRIPTION	DATE	BY	REV
ISSUED FOR REVIEW	03/12/25	ABT	A
REVISED PER CLIENT COMMENTS	03/20/25	DWO	B

APPLICANT SITE NAME:  
**PSE COUPEVILLE**

APPLICANT SITE NUMBER:  
**AOE-WA-0001**

SITE ADDRESS:  
**1 NE 7TH ST  
COUPEVILLE, WA 98239**

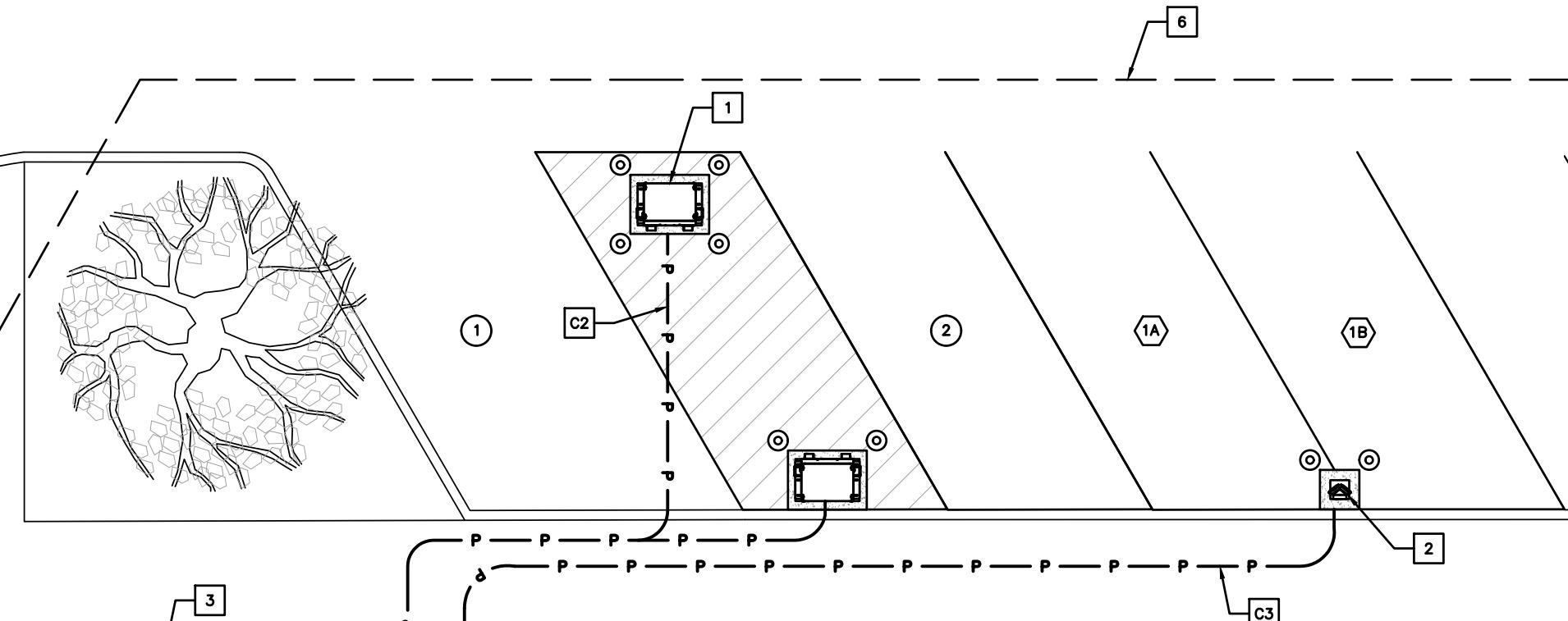


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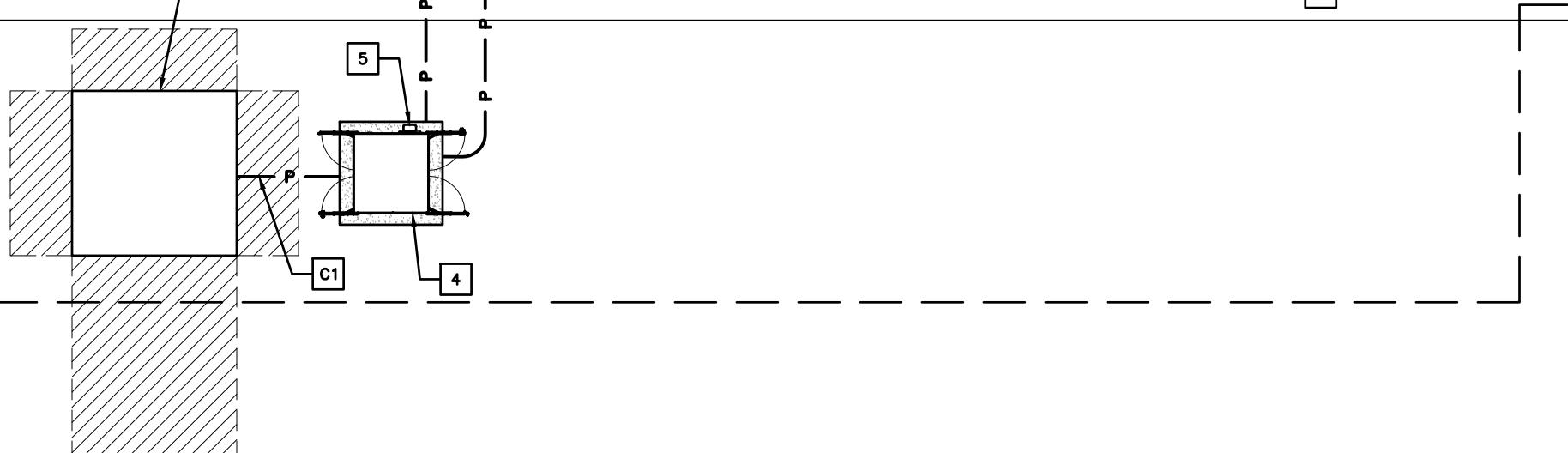
**EQUIPMENT NOTES:**

- 1** PROPOSED DUAL L3 DISPENSER (TYP OF 2)
- 2** PROPOSED DUAL L2 DISPENSER
- 3** PROPOSED UTILITY TRANSFORMER (BY UTILITY COMPANY)
- 4** PROPOSED SERVICE CABINET "SC-1"
- 5** PROPOSED METER SOCKET
- 6** TEMPORARY CONSTRUCTION EASEMENT

7TH STREET NE

**CONDUIT ROUTING NOTES:**

- C1** (3) 3" CONDUITS FOR POWER FROM UTILITY TRANSFORMER TO MILBANK SERVICE CABINET "SC-1"
- C2** 2 1/2" CONDUIT FOR POWER FROM SERVICE CABINET "SC-1" TO 180KW DC DISPENSER (TYP OF 2)
- C3** 1" CONDUIT FOR POWER FROM SERVICE CABINET "SC-1" TO L2 DISPENSER



PARKING STALL LEGEND	
DESCRIPTION	SYMBOL
PROPOSED L3 DISPENSER	#
PROPOSED L2 DISPENSER	##

ENLARGED UTILITY PLAN

**PRELIMINARY ISSUE**

ENGINEERING LICENSE:  
STATE OF WASHINGTON  
STATE CERTIFICATE OF AUTHORIZATION # 602220502  
ENGINEER: PE#: DISCIPLINE:  
CG CHRISTOPHER GIANNOTTI 23038356 CIVIL C  
SDK SHELTON D. KESLING 24005575 ELECTRICAL E  
TMS TERRANCE M. SUPER 39005 ELECTRICAL E

PLANS PREPARED FOR:  
A and Ω

PLANS PREPARED BY:  


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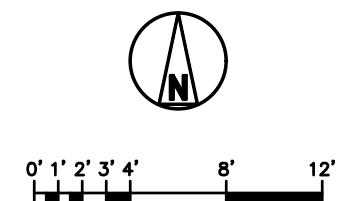
AOE-WA-0001

SITE ADDRESS:

1 NE 7TH ST  
COUPEVILLE, WA 98239

SHEET DESCRIPTION:

E-1.1



PRELIMINARY ISSUE

GENERAL NOTES:

1. PROPOSED UTILITY CT'S SHALL BE LOCATED IN UTILITY APPROVED CT COMPARTMENTS MOUNTED IN MILBANK SERVICE CABINET, UTILITY SECTION.
2. ALL EQUIPMENT TERMINATIONS ARE ASSUMED TO BE RATED 75 DEG C OR HIGHER. IF NOT, THEN CONDUCTOR SIZES SHALL BE ADJUSTED FOR 60 DEG C RATING PER NEC 110.14.(C)(1) WHERE APPLICABLE.
3. WIRE AND CABLE SHALL BE 600V, TYPE THHN/THWN-2, UNLESS OTHERWISE INDICATED
4. ALL CONDUITS ACCESSIBLE TO THE GENERAL PUBLIC OR WHICH ARE SUSCEPTIBLE TO DAMAGE SHALL BE RIGID GALVANIZED STEEL.
5. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED, LISTED, OR CERTIFIED BY A NATIONALLY RECOGNIZED TESTING LABORATORY ACCREDITED BY THE UNITED STATES OCCUPATIONAL SAFETY HEALTH ADMINISTRATION.
6. THE AFOREMENTIONED STANDARDS IDENTIFY THE REQUIREMENTS MET BY THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO:
  - PROTECTION AGAINST ELECTRIC SHOCK
  - OVERLOAD AND SHORT CIRCUIT PROTECTION
  - FAULT PROTECTION
  - DEGREES OF PROTECTION AGAINST ACCESS TO HAZARDOUS LIVE PARTS.
  - INTERLOCK THAT DE-ENERGIZES THE ELECTRIC VEHICLE CONNECTOR WHENEVER THE ELECTRICAL CONNECTOR IS UNCOUPLED FROM THE ELECTRIC VEHICLE.
  - AUTOMATIC DE-ENERGIZATION OF CHARGING CABLE UPON EXPOSURE TO STRAIN.

ENGINEERING LICENSE:  
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ENGINEER: PE#: DISCIPLINE:  
CG CHRISTOPHER GIANNOTTI 23038356 CIVIL C  
SDK SHELTON D. KESLING 24005575 ELECTRICAL E  
TMS TERRANCE M. SUPER 39005 ELECTRICAL E

PLANS PREPARED FOR:  


PLANS PREPARED BY:  


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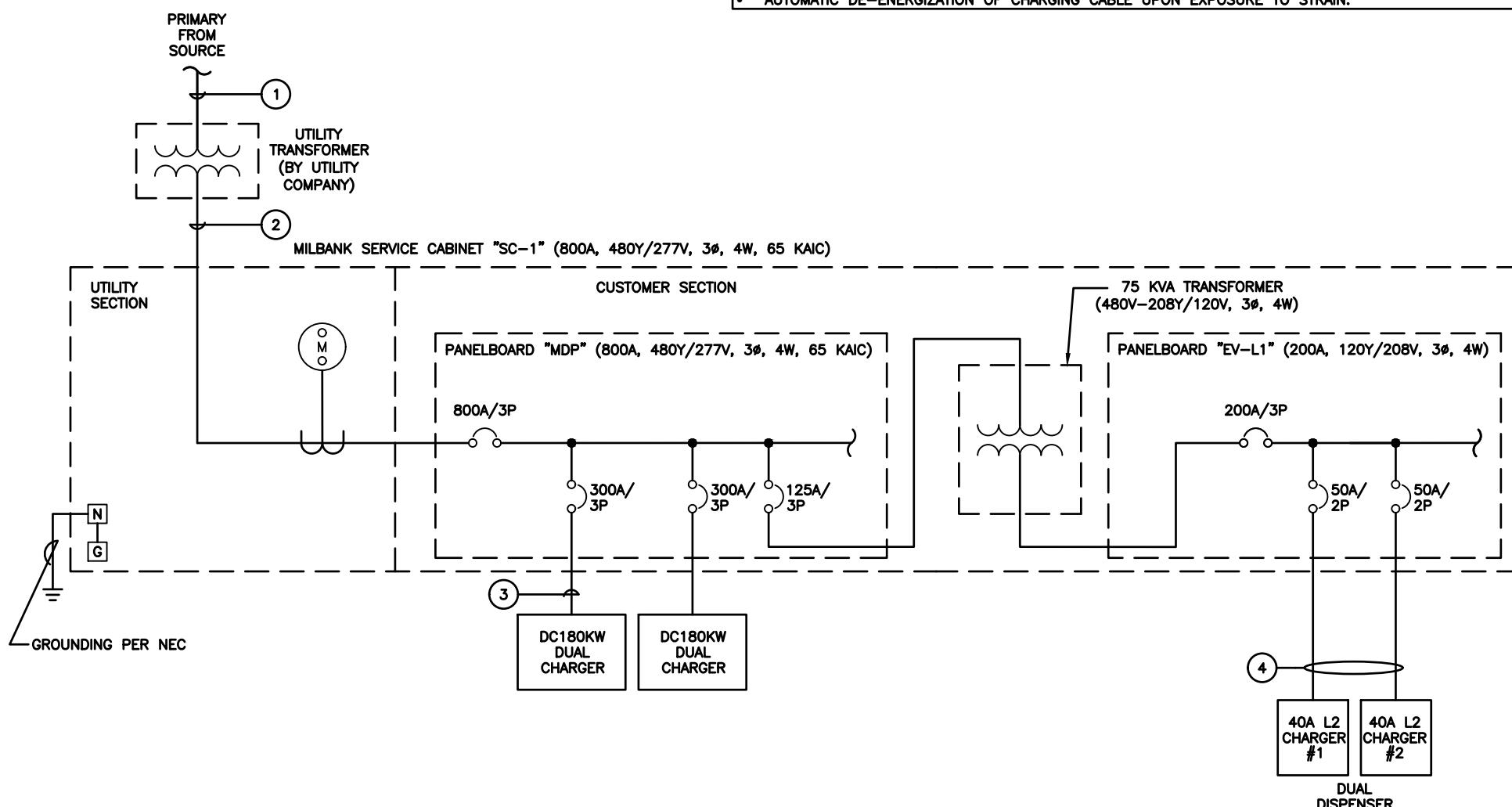
SITE ADDRESS:

1 NE 7TH ST  
COUPEVILLE, WA 98239

SHEET DESCRIPTION:

ELECTRICAL ONE-LINE DIAGRAM

E-2.0



NO.	FROM	TO	CONFIGURATION	FUNCTION
①	SOURCE	UTILITY TRANSFORMER	(BY UTILITY COMPANY)	PRIMARY
②	UTILITY TRANSFORMER	SERVICE CABINET "SC-1"	3 SETS OF 4-400 KCMIL AL EACH IN 3°C	SERVICE LATERAL
③	800A PANELBOARD "MDP"	180KW DC DISPENSER	2 SETS OF 4#2/0 CU, #4 CU GND, 2 1/2°C	POWER FEEDER TO DC DISPENSER
④	PANELBOARD "EV-L1"	40A L2 DISPENSER	4#6 CU, #10 CU GND, 1" C	POWER FEEDER TO LEVEL 2 DISPENSER

PRELIMINARY ISSUE

PANEL NAME:		PANELBOARD "MDP"		MAINS TYPE:	MCB		DISTRIBUTION TYPE:	277/480Y, 3-PH, 4-WIRE																	
STATUS:		NEW		MAINS RATING (A):	800		RATED FAULT CURRENT:	65 KAIC (VERIFY W/ UTILITY PRIOR TO ORDERING)																	
LOCATION:		OUTSIDE		BUS RATING (A):	800		RATING TYPE:	FULLY RATED																	
SUPPLY FROM:		TRANSFORMER		ENCLOSURE:	NEMA 3R		SERVICE ENTRANCE RATED:	YES																	
MOUNTING:		PAD-MOUNTED		ISOLATED GND BAR:	NO																				
CKT #	LOAD					TOTAL PER PHASE IN KVA			LOAD					CKT #											
	L	R	HV	M	C	DESCRIPTION	NOTE	AMP	POLE	A	B	C	AMP		POLE	NOTE	DESCRIPTION	L	R	HV	M	C			
	1				64.29	PROPOSED DC180KW CHARGER EVCS-01		300	3	72.61			125		3		PROPOSED 75KVA TRANSFORMER "T-A"					8.32	2		
	3				64.29					68.45												4.16	4		
	5				64.29					68.45												4.16	6		
	7				64.29					64.29												8			
	9				64.29	PROPOSED DC180KW CHARGER EVCS-02		300	3	64.29												10			
	11				64.29					64.29												12			
	TOTAL KVA =					136.90	132.74	132.74		402.38 TOTAL CONN KVA															
	TOTAL AMPS =					494.2	479.2	479.2		483.99 TOTAL CONN AMPS															
	DEMAND FACTOR A B C TOTAL NOTES																								
	LIGHTING 1.25 0.00 0.00 0.00 0.00																								
FIRST 10KVA RECEPTACLES (3.33 KVA PER PHASE) 1.00 0.00 0.00 0.00 0.00																									
REMAINING RECEPTACLES 0.50 0.00 0.00 0.00 0.00																									
HVAC EQUIP 1.00 0.00 0.00 0.00 0.00																									
25% OF LARGEST MOTOR 0.25 0.00 0.00 0.00 0.00																									
MISCELLANEOUS 1.00 0.00 0.00 0.00 0.00																									
CONTINUOUS 1.25 171.13 165.93 165.93 502.98																									
TOTALS (KVA) 171.13 165.93 165.93 502.98																									
TOTALS (A) 617.78 599.01 599.01 604.98																									

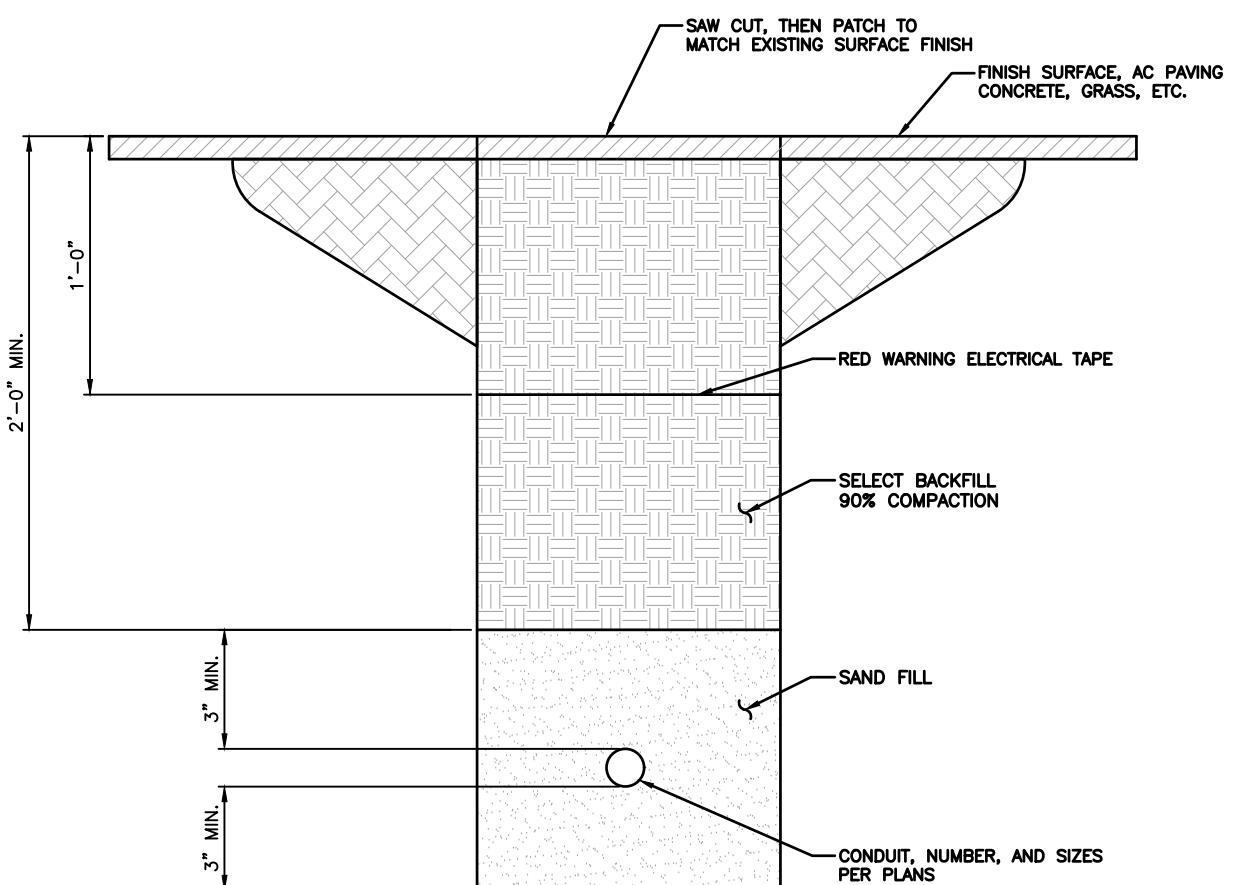
PANEL NAME:		PANELBOARD "EV-L1"		MAINS TYPE:	MCB		DISTRIBUTION TYPE:	120/208Y, 3-PH, 4-WIRE																
STATUS:		NEW		MAINS RATING (A):	200		RATED FAULT CURRENT:	22 KAIC																
LOCATION:		OUTSIDE		BUS RATING (A):	200		RATING TYPE:	FULLY RATED																
SUPPLY FROM:		TRANSFORMER		ENCLOSURE:	NEMA 3R		SERVICE ENTRANCE RATED:	YES																
MOUNTING:		PAD-MOUNTED		ISOLATED GND BAR:	NO																			
CKT #	LOAD					TOTAL PER PHASE IN KVA			LOAD					CKT #										
	L	R	HV	M	C	DESCRIPTION	NOTE	AMP	POLE	A	B	C	AMP		POLE	NOTE	DESCRIPTION	L	R	HV	M	C		
	1				4.16	PROPOSED 40A L2 CHARGER EVCS-01		50	2	4.16			125		3		PROPOSED 75KVA TRANSFORMER "T-A"					2		
	3				4.16					4.16												4		
	5				4.16	PROPOSED 40A L2 CHARGER EVCS-02		50	2	4.16												6		
	7				4.16					4.16												8		
	TOTAL KVA =					8.32	4.16	4.16		16.64 TOTAL CONN KVA														
	TOTAL AMPS =					69.3	34.7	34.7		46.19 TOTAL CONN AMPS														
	DEMAND FACTOR A B C TOTAL NOTES																							
	LIGHTING 1.25 0.00 0.00 0.00 0.00																							
	FIRST 10KVA RECEPTACLES (3.33 KVA PER PHASE) 1.00 0.00 0.00 0.00 0.00																							
	REMAINING RECEPTACLES 0.50 0.00 0.00 0.00 0.00																							
HVAC EQUIP 1.00 0.00 0.00 0.00 0.00																								
25% OF LARGEST MOTOR 0.25 0.00 0.00 0.00 0.00																								
MISCELLANEOUS 1.00 0.00 0.00 0.00 0.00																								

STAMP:

PRELIMINARY ISSUE

## NOTE:

1. WIDTH OF TRENCH WILL BE DETERMINED BY THE SIZE OF CONDUITS, NUMBER OF CONDUITS, AND CONFIGURATION.



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CG CHRISTOPHER GIANNOTTI 23038356 CIVIL C  
SDK SHELTON D. KEISLING 24005575 ELECTRICAL  
TMS TERRANCE M. SUPER 39005 ELECTRICAL

PLANS PREPARED FOR:



PLANS PREPARED BY:



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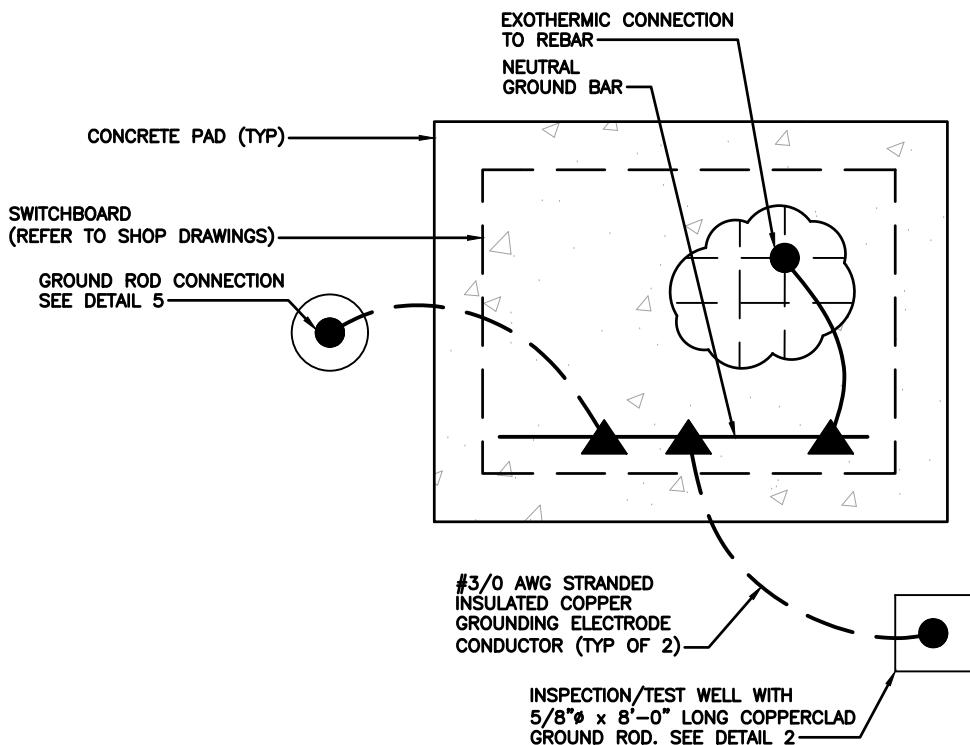
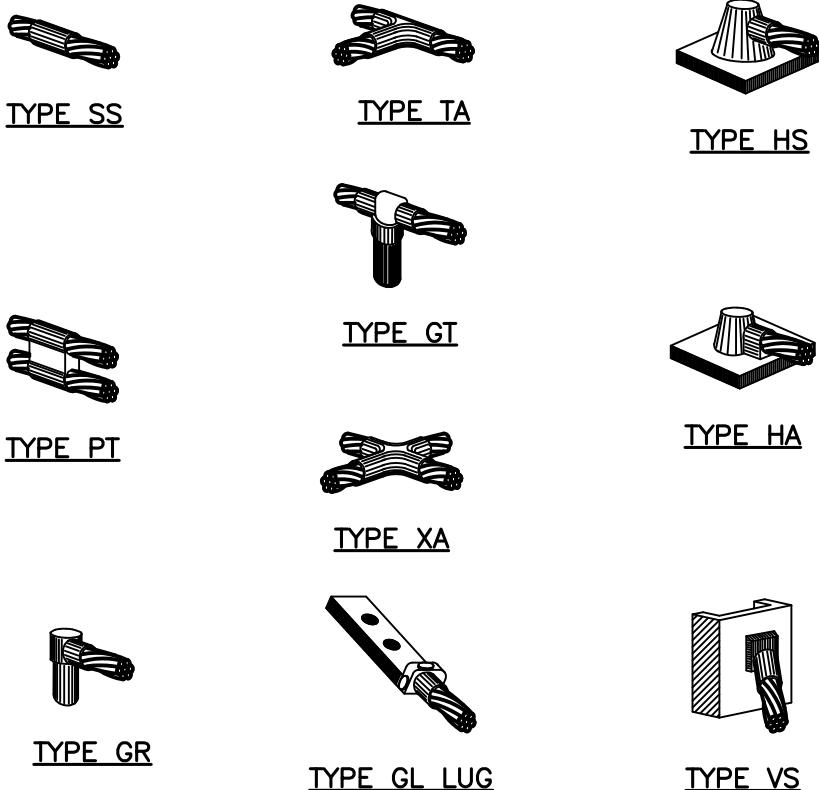
1 NE 7TH ST  
COUPEVILLE, WA 98239

SHEET DESCRIPTION:

ELECTRICAL  
DETAILS

SHEET #:

E-3.0



LEGEND:

- EXOTHERMIC CONNECTION
- ▲ MECHANICAL CONNECTION

STAMP: **PRELIMINARY ISSUE**

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SDK SHELTON D. KESLING 24005575 ELECTRICAL E  
TMS TERRANCE M. SUPER 39005 ELECTRICAL E

PLANS PREPARED FOR:  
 $A$  and  $\Omega$

PLANS PREPARED BY:  


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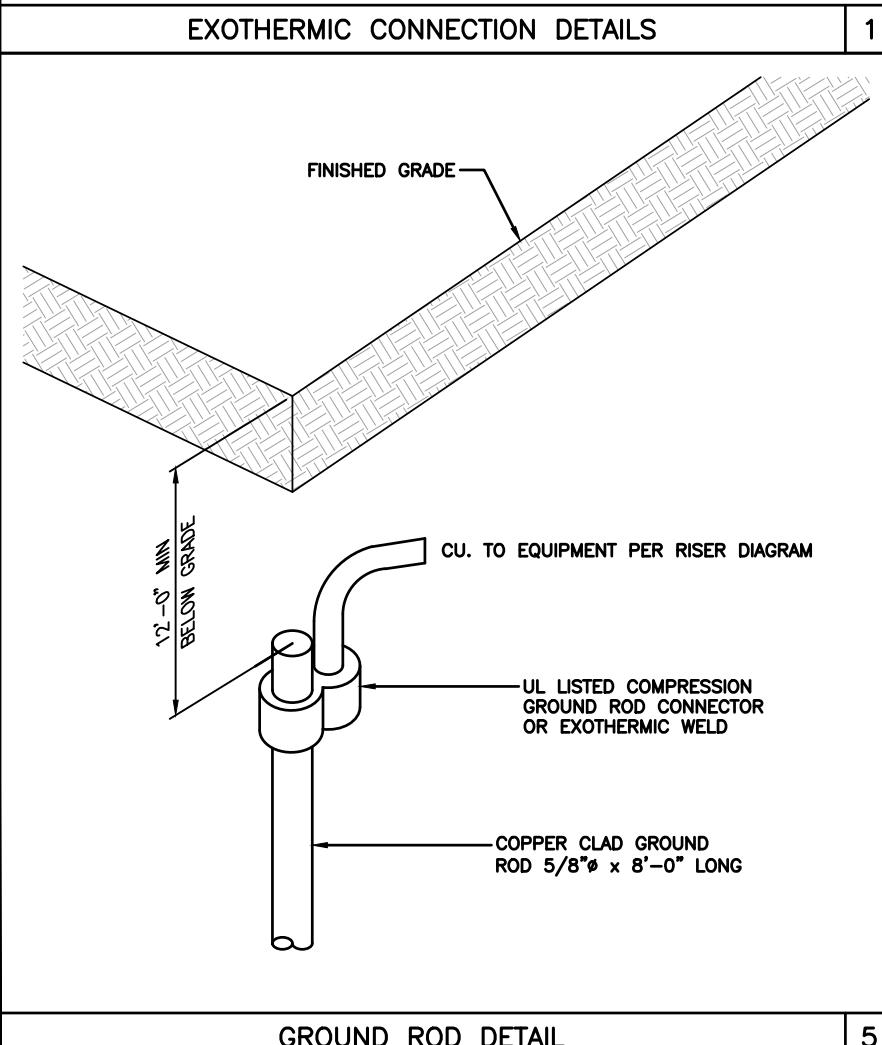
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APPLICANT SITE NUMBER:  
**AOE-WA-0001**

SITE ADDRESS:  
**1 NE 7TH ST  
COUPEVILLE, WA 98239**

SHEET DESCRIPTION:  
**GROUNDING DETAILS**

SHEET #:  
**G-1.0**



**GENERAL REQUIREMENTS****PART 1: GENERAL****1.1 INTENT:**

- A. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION. PLANS ARE NOT TO BE SCALED.
- B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY, HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON ONE AND NOT THE OTHER, IT SHALL BE DONE THE SAME AS IF SHOWN, INDICATED OR SPECIFIED IN BOTH.
- C. THE INTENTION OF DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
- D. CONFLICTS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING MATERIALS OR DOING ANY WORK. NO COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCES BETWEEN ACTUAL DIMENSIONS AND THOSE ON THE DOCUMENTS. ANY DISCREPANCY SHALL BE REPORTED TO THE OWNER OR THEIR AGENT FOR CONSIDERATION.

**1.2 LICENSING REQUIREMENTS:**

- A. THE CONTRACTOR IS RESPONSIBLE FOR PROCUREMENT AND MAINTAINING ALL APPLICABLE LICENSES AND BONDS.

**1.3 STORAGE:**

- A. ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION THAT DOES NOT OBSTRUCT THE FLOW OF OTHER WORK. ANY STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.

**1.4 CLEAN UP:**

- A. THE CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH AT ALL TIMES.

**1.5 QUALITY ASSURANCE:**

- A. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.

**PART 2: PRODUCTS – NOT APPLICABLE TO THIS SECTION****PART 3: EXECUTION – NOT APPLICABLE TO THIS SECTION****END OF SECTION****SITE CLEARING/EROSION CONTROL****PART 1: GENERAL****1.1 SUMMARY:**

- A. PROVIDE SITE-CLEARING AS REQUIRED TO COMPLETE WORK AS SHOWN ON CONTRACT DOCUMENTS INCLUDING CLEARING, GRUBBING, STRIPPING, EROSION AND SILTATION CONTROL, AND PROTECTION OF LANDSCAPE MATERIALS DESIGNATED TO BE PROTECTED DURING CONSTRUCTION.

**1.2 QUALITY ASSURANCE:**

- A. COMPLY WITH GOVERNING CODES AND REGULATIONS.
- B. SITE PROTECTION: PROVIDE ALL NECESSARY JOB SITE MAINTENANCE FROM COMMENCEMENT OF WORK UNTIL COMPLETION OF THE SUBCONTRACT
- C. AVOID DAMAGE TO THE SITE AND TO EXISTING FACILITIES, STRUCTURES, TREES, AND SHRUBS DESIGNATED TO REMAIN. TAKE PROTECTIVE MEASURES TO PREVENT EXISTING FACILITIES THAT ARE NOT DESIGNATED FOR REMOVAL FROM BEING DAMAGED BY THE WORK.
- D. ANY AND ALL WASTE MATERIALS (E.G., CONCRETE WASTE) AND SOIL ARE PROHIBITED FROM BEING DISCHARGED OFF OF THE WORK SITE AND/OR ENTERING STORM DRAINS.

**PART 2: PRODUCTS****2.1 MATERIALS:**

- A. TREE PROTECTION, EROSION CONTROL, SILTATION CONTROL, AND DUST CONTROL MATERIALS SUITABLE FOR SITE CONDITIONS.

**PART 3: EXECUTION****3.1 SITE CLEARING OPERATIONS:**

- A. PROTECTION OF EXISTING TREES, VEGETATION, LANDSCAPING, AND SITE IMPROVEMENTS NOT SCHEDULED FOR CLEARING WHICH MIGHT BE DAMAGED BY CONSTRUCTION ACTIVITIES.
- B. TRIMMING OF EXISTING TREES AND VEGETATION AS RECOMMENDED BY ARBORIST FOR PROTECTION DURING CONSTRUCTION ACTIVITIES.
- C. CLEARING AND GRUBBING OF STUMPS AND VEGETATION, AND REMOVAL AND DISPOSAL OF DEBRIS, RUBBISH, DESIGNATED TREES, AND SITE IMPROVEMENTS.
- D. TOPSOIL STRIPPING AND STOCKPILING.
- E. TEMPORARY EROSION CONTROL, SILTATION CONTROL, AND DUST CONTROL.
- F. TEMPORARY PROTECTION OF ADJACENT PROPERTY, STRUCTURES, BENCHMARKS, AND MONUMENTS.
- G. WATERING OF TREES AND VEGETATION DURING CONSTRUCTION ACTIVITIES.
- H. REMOVAL AND LEGAL DISPOSAL OF CLEARED MATERIALS.
- I. MAINTAIN ALL EXISTING FENCING AND GATES TO MAINTAIN A SECURE SITE AT ALL TIMES.
- J. PROVIDE AND MAINTAIN ALL TEMPORARY FENCING, BARRICADES, WARNING SIGNALS AND SIMILAR DEVICES NECESSARY TO PROTECT LIFE AND PROPERTY DURING THE ENTIRE PERIOD OF CONSTRUCTION. REMOVE ALL SUCH DEVICES UPON COMPLETION OF THE WORK.

**3.2 CLEARING:**

- A. PREVENT DAMAGE TO EXISTING IMPROVEMENTS INDICATED TO REMAIN, INCLUDING ON AND OFF SITE. PROTECT EXISTING TREES AND VEGETATION INDICATED TO REMAIN. DO NOT STOCKPILE MATERIALS AND RESTRICT TRAFFIC WITHIN DRIP LINE OF EXISTING TREES TO REMAIN OR THAT INTERFERE WITH ACCESS TO SITE. PROVIDE AND MAINTAIN TEMPORARY GUARDS TO ENCIRCLE TREES OR GROUPS OF TREES TO REMAIN; OBTAIN APPROVAL BEFORE BEGINNING WORK.
- B. WATER VEGETATION AS REQUIRED TO MAINTAIN HEALTH. COVER TEMPORARILY EXPOSED ROOTS WITH WET BURLAP AND BACKFILL AS SOON AS POSSIBLE. COAT CUT PLANT SURFACES WITH APPROVED EMULSIFIED ASPHALT PLANT COATING.
- C. REPAIR OR REPLACE VEGETATION DESIGNATED FOR REUSE, WHICH HAS BEEN DAMAGED. REMOVE HEAVY GROWTHS OF GRASS BEFORE STRIPPING. STOCKPILE SATISFACTORY TOPSOIL CONTAINING NO LARGE STONES, FOREIGN MATTER AND WEEDS ON SITE FOR REUSE.
- D. COMPLETELY REMOVE ALL IMPROVEMENTS, STUMPS AND DEBRIS EXCEPT FOR THOSE INDICATED TO REMAIN. REMOVE BELOW GRADE IMPROVEMENTS AT LEAST 12" BELOW FINISH GRADE SO AS NOT TO INTERFERE WITH NEW CONSTRUCTION. REMOVE ABANDONED MECHANICAL AND ELECTRICAL WORK AS REQUIRED.
- E. PREVENT EROSION AND SILTATION OF STREETS, CATCH BASINS AND PIPING. CONTROL WINDBLOWN DUST. REMOVE WASTE MATERIALS AND UNSUITABLE SOIL FROM SITE AND DISPOSE OF IN A LEGAL MANNER. ALL MATERIAL SHALL BE CONTAINED BY APPROPRIATE CONTROLS.
- F. EXCEPT WHERE EXCAVATION TO GREATER DEPTH IS INDICATED, FILL DEPRESSIONS RESULTING FROM CLEARING, GRUBBING AND DEMOLITION WORK COMPLETELY WITH SUITABLE FILL AND COMPACT AS REQUIRED.

**3.3 EROSION CONTROL:**

- A. PROVIDE EROSION AND SILTATION CONTROL AS REQUIRED TO MEET ALL LOCAL

AND STATE REQUIREMENTS.

END OF SECTION

**PRELIMINARY ISSUE**ENGINEERING LICENSE:  
STATE OF WASHINGTONSTATE CERTIFICATE OF AUTHORIZATION # 602220502ENGINEER: CG CHRISTOPHER GIANNOTTI PE#: 23038356 DISCIPLINE: C  
SDK SHELTON D. KEISLING PE#: 24005575 ELECTRICAL  
TMS TERRANCE M. SUPER PE#: 39005 ELECTRICAL

PLANS PREPARED FOR:



PLANS PREPARED BY:

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APPLICANT SITE NAME:

PSE COUPEVILLE

APPLICANT SITE NUMBER:

AOE-WA-0001

SITE ADDRESS:

1 NE 7TH ST  
COUPEVILLE, WA 98239

SHEET DESCRIPTION:

SPECIFICATIONS  
(1 OF 5)

SHEET #:

SP-1.0

PRELIMINARY ISSUE

## CAST-IN-PLACE-CONCRETE

### PART 1: GENERAL

#### 1.1 SUMMARY:

- A. FURNISH AND INSTALL ALL CAST-IN-PLACE CONCRETE, REINFORCING AND ACCESSORIES, AS SPECIFIED HEREIN AND AS SHOWN ON THE DRAWINGS.

#### 1.2 SUBMITTALS:

- A. PRODUCT DATA: SUBMIT MANUFACTURER'S PRODUCT DATA AND INSTALLATION INSTRUCTIONS FOR EACH MATERIAL AND PRODUCT USED.
- B. SHOP DRAWINGS: SUBMIT SHOP DRAWINGS INDICATING MATERIAL CHARACTERISTICS, DETAILS OF CONSTRUCTION, CONNECTIONS, AND RELATIONSHIP WITH ADJACENT CONSTRUCTION.
- 1. SHOP DRAWINGS SHALL BE PREPARED AND STAMPED BY A QUALIFIED ENGINEER LICENSED IN THE JURISDICTION OF THE PROJECT.
- C. MIX DESIGN: SUBMIT FOR APPROVAL MIX DESIGN PROPOSED FOR USE.

#### 1.3 QUALITY ASSURANCE:

- A. COMPLY WITH GOVERNING CODES AND REGULATIONS. PROVIDE PRODUCTS OF ACCEPTABLE MANUFACTURERS, WHICH HAVE BEEN IN SATISFACTORY USE IN SIMILAR SERVICE FOR A MINIMUM OF THREE YEARS. USE EXPERIENCED INSTALLERS. DELIVER, HANDLE, STORE MATERIALS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
- B. TESTING: EMPLOY AN INDEPENDENT TESTING AGENCY ACCEPTABLE TO OWNER TO DESIGN CONCRETE MIXES AND TO PERFORM MATERIAL EVALUATION TESTS. PROVIDE 4 AND 28 DAY CYLINDER TESTS. COMPLY WITH ASTM C 143, C 173, C 31 AND C 39.
- C. STANDARDS
  - 1. ACI 301, SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS.
  - 2. ACI 318, BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE, AND CRSI MANUAL OF STANDARD PRACTICE.

### PART 2: PRODUCTS

#### 2.1 MATERIALS:

- A. MATERIALS SHALL CONFORM TO THE RESPECTIVE PUBLICATIONS AND OTHER REQUIREMENTS SPECIFIED HEREIN.
- B. CEMENT: CEMENT SHALL CONFORM TO ASTM C150, TYPE 1. CEMENT MAY BE BAGGED OR BULK. CEMENT SHALL BE USED FROM ONLY ONE MILL THROUGHOUT PROJECT.
- C. FINE AGGREGATE: FINE AGGREGATE SHALL CONFORM TO ASTM C33-08 AND SHALL BE UNIFORMLY GRADED, CLEAN, SHARP, WASHED MATERIAL OR CRUSHED SAND, FREE FROM ORGANIC IMPURITIES.
- D. COURSE AGGREGATE: COURSE AGGREGATE SHALL CONFORM TO ASTM C33-08 AND SHALL BE NATURAL WASHED GRAVEL OR WASHED CRUSHED ROCK HAVING HARD, STRONG, DURABLE PIECES, FREE FROM ADHERENT COATINGS, THE MAXIMUM SIZE OF COARSE AGGREGATE SHALL BE 3/4" IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM C33-08; GRADATION SIZE NO. 67.
- E. WATER: WATER USED IN THE CONCRETE MIX SHALL BE POTABLE, CLEAN, AND FREE FROM OILS, ACIDS, SALTS, CHLORIDES, ALKALI, SUGAR, VEGETABLE, OR OTHER INJURIOUS SUBSTANCES.
- F. REINFORCING STEEL: ALL BARS ARE TO BE NEW BILLET STEEL CONFORMING TO ASTM A615, GRADE 60. BENDING DETAILS ARE TO CONFORM TO THE STANDARDS OF ACI 318.
- G. FORMS: THE FORMS SHALL BE TRUE AND RIGID AND CONFORM TO SHAPE, LINE AND DIMENSIONS AS SHOWN ON THE DRAWINGS. ALL FORMS SHALL BE RIGIDLY CONSTRUCTED, BRACED AND TIED TO PREVENT ANY DEFLECTION OR DISPLACEMENT DURING PLACING OF CONCRETE. ALL EXPOSED CORNERS AND EDGES SHALL HAVE 3/4" FILLETS. ALL JOINTS SHALL BE MORTAR TIGHT; OPEN JOINTS SHALL BE SEALED AS REQUIRED.
- H. CONCRETE:
  - 1. PROPORTIONING: CONCRETE SHALL CONFORM TO THE FOLLOWING:
    - a. CEMENT-6 SACKS PER CUBIC YARD, MINIMUM
    - b. WATER SHALL BE KEPT TO AN ABSOLUTE MINIMUM TO MAINTAIN SLUMP AS SPECIFIED
    - c. AGGREGATE; SAND FACTOR SHALL BE AS REQUIRED TO GIVE THE BEST WORKABLE MIX WITHIN THE RANGE OF 46% TO 52% OF TOTAL AGGREGATE.
    - d. STRENGTH-4,000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE
    - e. ALL CONCRETE SHALL CONTAIN A WATER-REDUCING AGENT AND SHALL HAVE THREE (3) TO FIVE (5) PERCENT ENTRAINED AIR.

#### 2.2 SLUMP:

- A. THE MAXIMUM SLUMP SHALL NOT EXCEED 3" EXCEPT FOR CONCRETE TO BE PLACED IN FORMS 8" WIDE OR LESS, WHERE THE MAXIMUM SLUMP SHALL BE 4".
- B. THE DETERMINATION OF SLUMP SHALL CONFORM TO ASTM C143.

#### 2.3 MIXING:

- A. THE CONTRACTOR SHALL USE READY-MIXED CONCRETE, MIXED AND DELIVERED IN CONFORMANCE WITH ASTM C94.

#### 2.4 MIXTURES:

- A. THE CONCRETE SHALL CONTAIN AN AIR-ENTRAINING ADMIXTURE COMPLYING WITH THE REQUIREMENTS OF ASTM C-260 AND ACI 212.1R AND A WATER-REDUCING ADMIXTURE COMPLYING WITH THE REQUIREMENTS OF ASTM C-494 AND ACI 212.1R. ADMIXTURES SHALL BE PURCHASE AND BATCHED IN LIQUID SOLUTION. THE USE OF CALCIUM CHLORIDE OR AN ADMIXTURE CONTAINING CALCIUM CHLORIDE IS PROHIBITED.
- B. ADMIXTURES SHALL BE OF THE SAME MANUFACTURER TO ASSURE COMPATIBILITY.
- C. ACCEPTABLE MANUFACTURERS ARE:
  - 1. W.R. GRACE 3. MASTER BUILDERS
  - 2. SIKA GROUP 4. EUCLID CHEMICAL CO

#### 2.5 CURING COMPOUNDS:

- A. CURING COMPOUNDS SHALL CONFORM TO ASTM C309, TYPE 1, ID, CLASS A AND B AND ASTM C171 AS APPLICABLE

### PART 3: EXECUTION

#### 3.1 GENERAL:

- A. CONSTRUCT AND ERECT FORMWORK IN ACCORDANCE WITH ACI 301 ACI 347.
- B. COLD-WEATHER CONCRETING SHALL BE IN ACCORDANCE WITH ACI 306.
- C. HOT-WEATHER CONCRETING SHALL BE IN ACCORDANCE WITH ACI 305.

#### 3.2 INSERTS, EMBEDDED COMPONENTS AND OPENINGS:

- A. CONTRACTOR SHALL CHECK ALL CIVIL, ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL DRAWINGS FOR OPENINGS, SLEEVES, ANCHOR BOLTS, INSERTS AND OTHER ITEMS TO BE BUILT INTO THE CONCRETE WORK.
- B. COORDINATE THE WORK OF OTHER SECTIONS IN FORMING AND SETTING OPENINGS, RECESSES, SLOTS, CHASES, ANCHORS, INSERTS AND OTHER ITEMS TO BE EMBEDDED.
- C. EMBEDDED ITEMS SHALL BE SET ACCURATELY IN LOCATION, ALIGNMENT, ELEVATION, AND PLUMBNESS. LOCATE AND MEASURE FROM ESTABLISHED SURVEYED REFERENCE BENCHMARKS.
- D. EMBEDDED ITEMS SHALL BE ANCHORED INTO PLACE AS REQUIRED TO PREVENT MOVEMENT DURING CONCRETE PLACEMENT AND CONSOLIDATION. COMPONENTS FORMING A PART OF A COMPLETE ASSEMBLY SHALL BE ALIGNED BEFORE ANCHORING. PROVIDE TEMPORARY BRACING, ANCHORAGE, AND TEMPLATES AS REQUIRED TO MAINTAIN THE SETTING AND ALIGNMENT.

#### 3.3 REINFORCEMENT PLACEMENT:

- A. REINFORCEMENT SHALL BE PLACED IN ACCORDANCE WITH CHECKED AND RELEASED DRAWINGS AND ACI 301 AND ACI 315; SECURELY WIRE-TIE REINFORCEMENT AT ALL INTERSECTIONS.
- B. ACCURATELY POSITION, SUPPORT AND SECURE REINFORCEMENT AGAINST DISPLACEMENT FROM FORMWORK CONSTRUCTION OR CONCRETE PLACEMENT AND CONSOLIDATION. REINFORCING SHALL BE SUPPORTED ON METAL CHAIRS, RUNNERS, BOLSTERS, SPACERS, AND HANGERS.
- C. SPLICES OF REINFORCING BARS SHALL BE CLASS B UNLESS SHOWN OTHERWISE. SPLICES SHALL BE STAGGERED. FULL DEVELOPMENT LENGTH SHALL BE PROVIDED ACROSS JOINTS.
- D. LOCATE REINFORCING TO PROVIDE CONCRETE COVER AND SPACING SHOWN ON THE DRAWINGS. MINIMUM COVER SHALL BE AS REQUIRED BY ACI 318.
- E. WELDING OF AND TO ANY REINFORCING MATERIALS INCLUDING TACK WELDING OF CROSSING BARS IS STRICTLY PROHIBITED. BARS SHALL BE FREE OF FLAKY OR SCALY RUST AT THE TIME THE CONCRETE IS PLACED.

#### 3.4 CONCRETE PLACEMENT:

- A. PRIOR TO PLACING CONCRETE, FORMS AND REINFORCEMENT SHALL BE THOROUGHLY INSPECTED. ALL WOOD CHIPS, DIRT, ETC., AS WELL AS ALL TEMPORARY BRACING, TIES, AND CLEATS REMOVED, AND ALL OPENINGS FOR UTILITIES PROPERLY BOXED, ALL FORMS SHALL BE PROPERLY SECURED IN THEIR CORRECT POSITION AND MADE TIGHT. ALL REINFORCING AND EMBEDDED ITEMS SHALL BE SECURED IN THEIR PROPER LOCATIONS.. ALL OLD AND DRY CONCRETE AND DIRT SHALL BE CLEANED AND ALL STANDING WATER AND OTHER FOREIGN MATTER REMOVED.

- B. PLACING CONCRETE SHALL BE IN ACCORDANCE WITH ACI 301 AND ACI 304 AND SHALL BE CARRIED OUT AT SUCH A RATE THAT THE CONCRETE PREVIOUSLY PLACED IS STILL PLASTIC AND INTEGRATED WITH THE FRESHLY PLACE CONCRETE. CONCRETING, ONCE STARTED, SHALL BE CARRIED ON AS A CONTINUOUS OPERATION UNTIL THE SECTION IS COMPLETED. NO COLD JOINTS SHALL BE ALLOWED.

- C. CONSTRUCTION JOINTS: USE KEYWAYS, CONTINUE REINFORCEMENT THROUGH JOINT.

- D. EXPANSION JOINTS: FOR EXTERIOR WORK, LOCATE AT 30'-0" O.C. MAXIMUM, AT APPROVED LOCATIONS. PROVIDE SMOOTH DOWELS ACROSS JOINT WHICH PERMIT 1" HORIZONTAL MOVEMENT AND NO VERTICAL SHEAR MOVEMENT.

- E. ISOLATION JOINTS: PROVIDE BETWEEN SLABS AND VERTICAL ELEMENTS SUCH AS COLUMNS AND STRUCTURAL WALLS.

- F. CONTROL JOINTS: PROVIDE SAWN OR TOOLED JOINTS OR REMOVABLE INSERT STRIPS; DEPTH EQUAL TO 1/4" SLAB THICKNESS. SPACING SHALL BE AS REQUIRED AND APPROVED.

- G. ALL CONCRETE SHALL BE THOROUGHLY CONSOLIDATED AND COMPAKTED BY VIBRATION, SPADING, RODDING, OR FORKING DURING THE OPERATION OF PLACING AND DEPOSITING IN ACCORDANCE WITH ACI 309. THE CONCRETE SHALL BE WORKED AROUND REINFORCEMENT, EMBEDDED ITEMS, AND INTO THE CORNERS OF THE FORMS SO AS TO ELIMINATE ALL AIR AND STONE POCKETS.

#### 3.5 FINISHING:

- A. FINISHING OF ALL SLABS SHALL BE IN ACCORDANCE WITH ACI 302.1; SECTION 7.2 WITH A MINIMUM OF THREE TROWELINGS.

- 1. INTERIOR SLAB FINISH TOLERANCE AS MEASURED IN ACCORDANCE WITH ASTM E 1155, SHALL HAVE AN OVERALL TEST F NUMBER FOR FLATNESS, FF=20 AND FOR LEVEL, FL=15. THE MINIMUM LOCAL NUMBER FOR FLATNESS, FF=15 AND FOR LEVEL, FL=10.

- 2. EXTERIOR SLAB FINISH SHALL BE FLAT (FF=20) AND SHALL BE SLOPED A MINIMUM OF 1/8" PER FOOT TO A MAXIMUM OF 1/4" PER FOOT TO PREVENT PONDING WATER.

- B. SURFACES OF SLABS SHALL RECEIVE TWO COATS OF CLEAR SEALER/HARDENER.

- C. ABOVE GRADE WALL SURFACES SHALL HAVE A SMOOTH FORM FINISH AS DEFINED IN CHAPTER 10 OF ACI 301.

#### 3.6 CURING:

- A. FRESHLY DEPOSITED CONCRETE SHALL BE PROTECTED FROM PREMATURE DRYING AND EXCESSIVELY HOT OR COLD TEMPERATURES AND SHALL BE MAINTAINED WITH MINIMAL MOISTURE LOSS AT A RELATIVELY CONSTANT TEMPERATURE FOR A PERIOD OF TIME NECESSARY FOR THE HYDRATION OF THE CEMENT AND PROPER HARDENING OF THE CONCRETE.

- B. CURING SHALL IMMEDIATELY FOLLOW THE FINISH OPERATION. CONCRETE SHALL BE KEPT CONTINUOUSLY MOIST AT LEAST OVERNIGHT, IMMEDIATELY FOLLOWING THE INITIAL CURING. BEFORE THE CONCRETE HAS DRIED, ADDITIONAL CURING SHALL BE ACCOMPLISHED BY ONE OF THE FOLLOWING MATERIALS OR METHODS:

- 1. PONDING OR CONTINUOUS SPRINKLING

- 2. ABSORPTIVE MAT OR FABRIC KEPT CONTINUOUSLY WET

- 3. NON-ABSORPTIVE FILM (POLYETHYLENE) OVER A PREVIOUSLY SPRINKLED SURFACE

- 4. SAND OR OTHER COVERING KEPT CONTINUOUSLY WET

- 5. CONTINUOUS STEAM (NOT EXCEEDING 150 DEGREES F) OR VAPOR MIST BATH.

- 6. SPRAYED-ON CURING COMPOUND APPLIED IN TWO COATES, SPRAYED IN PERPENDICULAR DIRECTIONS.

- C. THE FINAL CURING SHALL CONTINUE UNTIL THE CUMULATIVE NUMBER OF DAYS OR FRACTION THEREOF, NOT NECESSARILY CONSECUTIVE, DURING WHICH TEMPERATURE OF THE AIR IN CONTACT WITH CONCRETE IS ABOVE 50 DEGREES F HAS TOTLED SEVEN (7) DAYS. CONCRETE SHALL NOT BE PERMITTED TO FREEZE DURING THE CURING PERIOD. RAPID DRYING AT THE END OF THE CURING PERIOD SHALL BE PREVENTED.

END OF SECTION

ENGINEERING LICENSE:		
STATE OF <u>WASHINGTON</u>		
STATE CERTIFICATE OF AUTHORIZATION # <u>602220502</u>		
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SDK SHELTON D. KESLING	24005575	ELECTRICAL
TMS TERRANCE M. SUPER	39005	ELECTRICAL

PLANS PREPARED FOR:



PLANS PREPARED BY:



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SUBMITTALS:

DESCRIPTION	DATE	BY
ISSUED FOR REVIEW	03/12/25	ABT A
REVISED PER CLIENT COMMENTS	03/20/25	DWO B

APPLICANT SITE NAME:

PSE COUPEVILLE

APPLICANT SITE NUMBER:

AOE-WA-0001

SITE ADDRESS:

1 NE 7TH ST  
COUPEVILLE, WA 98239

SHEET DESCRIPTION:

SPECIFICATIONS (2 OF 5)

SHEET #:

SP-1.1

PRELIMINARY ISSUE

## EARTH MOVING/EXCAVATION/BACKFILLING SECTION

### PART 1: GENERAL

#### 1.1 SUMMARY:

- A. PROVIDE EARTHWORK OPERATIONS INCLUDING BUT NOT LIMITED TO EXCAVATION, GRADING, TRENCHING AND COMPACTION.

#### 1.2 QUALITY ASSURANCE COMPACTION:

- A. UNDER STRUCTURES, BUILDING SLABS, STEPS, PAVEMENTS, AND WALKWAYS, 95% MAXIMUM DENSITY, ASTM D 1557.

##### 1. GRADING TOLERANCES:

- a. LAWNS, UNPAVED AREAS, AND WALKS, PLUS OR MINUS 1".

- b. KEEP SITE FREE FROM ANY PONDING WATER

- c. GRADING TOLERANCE FOR FILL UNDER BUILDING OR EQUIPMENT SLABS: PLUS OR MINUS 1/4" MEASURED WITH 10'-0" STRAIGHTEDGE.

- 2. TESTING: FIELD TESTING OF EARTHWORK AND COMPACTION SHALL BE PERFORMED BY OWNER'S INDEPENDENT TESTING LAB. THIS WORK IS TO BE COORDINATED BY THE CONTRACTOR.

- 3. ALL WORK SHALL BE INSPECTED AND RELEASED BY THE OWNER OR HIS AGENT WHO SHALL CARRY OUT THE GENERAL INSPECTION OF THE WORK AS SPECIFIED AND/OR CALLED OUT BY THE CONSTRUCTION DOCUMENTS. PROVIDE A MINIMUM OF 48 HOURS NOTICE PRIOR TO ANY PLACEMENT OF CONCRETE OR BACKFILLING OF TRENCHES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST TIMELY INSPECTIONS PRIOR TO PROCEEDING WITH FURTHER WORK THAT WOULD MAKE PARTS OF WORK INACCESSIBLE OR DIFFICULT TO INSPECT.

- 4. EXISTING UTILITIES: DO NOT INTERRUPT EXISTING UTILITIES SERVING FACILITIES OCCUPIED BY THE OWNER OR OTHERS, EXCEPT WHEN PERMITTED IN WRITING BY OWNER OR HIS AGENT AND THEN ONLY AFTER ACCEPTABLE TEMPORARY UTILITY SERVICES HAVE BEEN PROVIDED.

### PART 2: PRODUCTS

#### 2.1 GENERAL:

- A. UTILITY TRENCH: PROVIDE WELL GRADED SAND (SW-SM) FROM BASE OF TRENCH TO MINIMUM ABOVE THE HIGHEST CONDUIT WITHIN TRENCH. REMAINDER OF TRENCH AREA CAN BE EITHER AB 3 OR CLEAN GRAVEL AS DESCRIBED HEREIN. COMPACT AS REQUIRED TO PREVENT SETTLING.

- B. ACCESS ROADS: 6" MINIMUM (UNLESS NOTED OTHERWISE ON DRAWINGS) COMPACTED AB 3 OR APPROVED EQUAL (UNWASHED CRUSHED LIMESTONE GRAVEL CONSISTING OF MULTIPLE AGGREGATE SIZES, ROCK CHIPS, AND ROCK DUST.)

- C. COMPOUND (NEW CONSTRUCTION): 2" THICK CLEAN GRAVEL, WITH 100% PASSING THROUGH A 1" SIEVE OVER 4" COMPACTED AB 3.

- D. COMPOUND (EXISTING): PROVIDE CLEAN GRAVEL WITH 100% PASSING THROUGH A 1" SIEVE AS REQUIRED TO BRING COMPOUND TO PROPER GRADE OR REPAIR EXISTING DAMAGED AREAS.

- E. STRUCTURAL FILL: PROVIDE 4" MINIMUM AB 3 BELOW STRUCTURES OR SLABS

#### 2.2 MATERIALS:

- A. GEOTEXTILE FABRIC: PROVIDE MIRAFI 500X OR APPROVED EQUAL.

- B. PLASTIC MARKING TAPE: SHALL BE ACID AND ALKALI RESISTANT POLYETHYLENE FILM SPECIFICALLY MANUFACTURED FOR MARKING AND LOCATING UNDERGROUND UTILITIES, 6" WIDE WITH A MINIMUM THICKNESS OF 0.004". TAPE SHALL HAVE MINIMUM STRENGTH OF 1500 PSI IN BOTH DIRECTIONS AND MANUFACTURED WITH INTEGRAL WIRES OR OTHER MEANS TO ENABLE DETECTION BY A METAL DETECTOR WHEN BURIED UP TO 3'-0" DEEP. THE CORE OF THE TAPE SHALL BE ENCASED IN A PROTECTIVE JACKET OR OTHER MEANS TO PROTECT FROM CORROSION. TAPE COLOR SHALL BE RED FOR ELECTRIC UTILITIES AND ORANGE FOR TELECOMMUNICATION

### PART 3: EXECUTION

#### 3.1 INSTALLATION:

- A. PRIOR TO EXCAVATING, THOROUGHLY EXAMINE AREA TO BE EXCAVATED AND/OR TRENCHED TO VERIFY THE LOCATIONS OF FEATURES ON THE DRAWINGS AND TO ASCERTAIN THE EXISTENCE OF ANY STRUCTURE NOT SHOWN THAT MIGHT INTERFERE WITH NEW CONSTRUCTION. NOTIFY THE OWNER OR HIS AGENT OF ANY OBSTRUCTIONS THAT WILL PREVENT ACCOMPLISHMENT OF THE WORK AS INDICATED ON THE DRAWINGS.

- B. EXCAVATION IS UNCLASSIFIED AND INCLUDES EXCAVATION TO SUBGRADE REGARDLESS OF MATERIALS. REPAIR EXCAVATIONS BEYOND ELEVATIONS AND DIMENSIONS INDICATED AS REQUIRED.

- C. MAINTAIN STABILITY OF EXCAVATIONS; COORDINATE SHORING AND BRACING AS REQUIRED BY AUTHORITIES HAVING JURISDICTION. PREVENT SURFACE AND SUBSURFACE WATER FROM ACCUMULATING IN EXCAVATIONS. STOCKPILE SATISFACTORY MATERIALS FOR REUSE, ALLOW FOR PROPER DRAINAGE.

- D. COMPACT MATERIALS AT THE OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D 1557 BY AERATION OR WETTING TO 95% OF MAXIMUM DRY DENSITY TO SUITABLE DEPTH.

- E. PLACE ACCEPTABLE MATERIALS IN LAYERS NOT MORE THAN 8" LOOSE DEPTH FOR MATERIALS COMPAKTED BY HEAVY EQUIPMENT AND NOT MORE THAN 4" LOOSE DEPTH FOR MATERIALS COMPAKTED BY HAND EQUIPMENT TO SUBGRADES INDICATED AS FOLLOWS:

1. STRUCTURAL FILL: USE UNDER FOUNDATIONS, SLABS ON GRADE IN LAYERS AS INDICATED.

2. DRAINAGE FILL: USE UNDER DESIGNATED BUILDING SLABS, AT FOUNDATION DRAINAGE AND ELSEWHERE AS INDICATED.

3. COMMON FILL: USE UNDER UNPAVED AREAS.

4. SUBBASE MATERIAL: USE UNDER GENERAL COMPOUND AREA. IF THICKNESS OF LIFT IS GREATER THAN 6 SPREAD AND COMPACT THE CRUSHED STONE IN MULTIPLE LIFTS OF EQUAL THICKNESS WITH A MAXIMUM LIFT OF 6"

- F. GRADE TO 1/2" ABOVE OR BELOW REQUIRED SUBGRADE AND TO A TOLERANCE OF 1/4" IN 10'-0".

- G. PROTECT NEWLY GRADED AREAS FROM TRAFFIC AND EROSION. RE-COMPACT AND RE-GRADE SETTLED, DISTURBED AND DAMAGED AREAS TO RESTORE QUALITY, APPEARANCE, AND CONDITION.

- H. CONTROL EROSION TO PREVENT RUNOFF INTO SEWERS OR DAMAGE TO AREAS.

- I. CONTROL DUST TO PREVENT HAZARDS TO ADJACENT PROPERTIES AND VEHICLES. IMMEDIATELY REPAIR OR REMEDY DAMAGE CAUSED BY DUST INCLUDING AIR FILTERS IN EQUIPMENT AND VEHICLES. CLEAN SOILED SURFACES.

- J. DISPOSE OF WASTE AND UNSUITABLE MATERIALS OFF-SITE IN A LEGAL MANNER.

#### 3.2 BACKFILL:

- A. AS SOON AS PRACTICAL AFTER COMPLETING CONSTRUCTION OF THE RELATED STRUCTURE, INCLUDING THE SPECIFIED MINIMUM CURING PERIOD FOR CAST-IN-PLACE CONCRETE, BACKFILL THE EXCAVATION WITH APPROVED MATERIAL TO RESTORE THE REQUIRED FINISHED GRADE.

- 1. PRIOR TO PLACING BACKFILL AROUND STRUCTURES, ALL FORMS SHALL HAVE BEEN REMOVED AND THE EXCAVATION CLEANED OF ALL TRASH, DEBRIS, AND UNSUITABLE MATERIALS.

- 2. BACKFILL BY PLACING AND COMPACTING SUITABLE BACKFILL MATERIAL OR SELECT GRANULAR BACKFILL MATERIAL, WHEN REQUIRED IN UNIFORM HORIZONTAL LAYERS OF NO GREATER THAN 8" LOOSE THICKNESS. WHERE HAND OPERATED COMPACTORS ARE USED, THE FILL MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 4" IN LOOSE DEPTH.

- 3. IF THE DENSITY TESTING INDICATES THAT THE SPECIFIED DENSITY, THE SUCCEEDING LAYER SHALL NOT BE PLACED UNTIL THE SPECIFICATION REQUIREMENTS ARE MET UNLESS AUTHORIZED BY THE GEO-TECHNICAL ENGINEER. THE CONTRACTOR SHALL TAKE WHATEVER APPROPRIATE ACTION IS NECESSARY TO OBTAIN PROPER COMPACTION.

- B. COMPACT EACH LAYER OF BACKFILL TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR TEST, ASTM D 698.

#### 3.3 TRENCH EXCAVATION:

- A. UTILITY TRENCHES SHALL BE EXCAVATED TO THE LINES AND GRADES SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE OWNER OR HIS AGENT. PROVIDE SHORING, SHEETING AND BRACING AS REQUIRED TO PREVENT CAVING OR SLOUGHING OF THE TRENCH WALLS.

- B. EXTEND THE TRENCH WIDTH A MINIMUM OF 6" BEYOND THE OUTSIDE EDGE OF THE OUTER-MOST CONDUIT.

- C. WHEN SOFT, YIELDING, OR OTHERWISE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, BACKFILL AT THE REQUIRED TRENCH TO A DEPTH OF NO LESS THAN 12" BELOW THE REQUIRED ELEVATION AND BACKFILL WITH GRANULAR BEDDING MATERIAL.

#### 3.4 TRENCH BACKFILL:

- A. PROVIDE GRANULAR BEDDING MATERIAL (WELL GRADED SAND) IN ACCORDANCE WITH THE DRAWINGS AND THE UTILITY REQUIREMENTS.

- B. NOTIFY THE OWNER OR HIS AGENT 24 HOURS IN ADVANCE OF BACKFILLING.

- C. CONDUCT UTILITY CHECK TESTS BEFORE BACKFILLING. BACKFILL AND COMPACT TRENCH BEFORE ACCEPTANCE TESTING.

- D. PLACE GRANULAR TRENCH BACKFILL UNIFORMLY ON BOTH SIDES OF THE CONDUITS IN 6" UNCOMPACTED LIFTS UNTIL 6" OVER THE CONDUITS. SOLIDLY RAM AND TAMP BACKFILL INTO SPACES AROUND CONDUITS.

- E. PROTECT CONDUIT FROM LATERAL MOVEMENT, IMPACT DAMAGE, OR UNBALANCED LOADING.

- F. ABOVE THE CONDUIT EMBEDMENT ZONE, PLACE AND COMPACT BACKFILL MATERIAL IN 8" MAXIMUM LOOSE THICKNESS LIFTS TO RESTORE THE REQUIRED FINISHED SURFACE GRADE.

- G. COMPACT FINAL TRENCH BACKFILL TO A DENSITY EQUAL TO OR GREATER THAN EXISTING UNDISTURBED MATERIAL ADJACENT TO THE TRENCH BUT NO LESS THAN A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR TEST, ASTM D 698.

#### 3.5 AGGREGATE ACCESS ROAD (IF APPLICABLE):

- A. CLEAR, GRUB, STRIP AND EXCAVATE FOR ACCESS ROAD TO THE LINES AND GRADES INDICATED ON DRAWINGS. SCARIFY TO A DEPTH OF 6" AND PROOF-ROLL ALL HOLES, RUTS, SOFT PLACES AND OTHER DEFECTS.

- B. THE ENTIRE SUBGRADE SHALL BE COMPACTED TO NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE STANDARD PROCTOR TEST, ASTM D 1557.

- C. AFTER PREPARATION OF THE SUBGRADE IS COMPLETE, THE GEOTEXTILE FABRIC (MIRAFI 500X) SHALL BE INSTALLED TO THE LIMITS INDICATED ON DRAWINGS BY ROLLING THE FABRIC OUT LONGITUDINALLY ALONG ROADWAY. THE FABRIC SHALL NOT BE DRAGGED ACROSS THE SUBGRADE. PLACE THE ENTIRE ROLL IN A SINGLE OPERATION, AS SMOOTHLY AS POSSIBLE.

- 1. OVERLAPS PARALLEL TO THE ROADWAY WILL BE PERMITTED AT THE CENTERLINE AND AT LOCATIONS BEYOND THE ROADWAY SURFACE WIDTH. NO LONGITUDINAL OVERLAPS SHALL BE LOCATED BETWEEN THE CENTERLINE AND THE SHOULDER. PARALLEL OVERLAPS SHALL BE A MINIMUM OF 3'-0" WIDE.

- 2. TRANSVERSE OR PERPENDICULAR OVERLAPS AT THE END OF A ROLL SHALL OVERLAP IN THE DIRECTION OF THE AGGREGATE PLACEMENT (PREVIOUS ROLL ON TOP) AND SHALL HAVE A MINIMUM LENGTH OF 3'-0".

- 3. ALL OVERLAPS SHALL BE PINNED WITH STAPLES OR NAILS BETWEEN 10" AND 12" LONG TO INSURE POSITIONING DURING PLACEMENT OF AGGREGATE. PIN LONGITUDINAL SEAMS AT 25'-0" O.C. AND TRANSVERSE SEAMS EVERY 5'-0" O.C.

- D. THE AGGREGATE BASE AND SURFACE COURSES SHALL BE CONSTRUCTED IN LAYERS OF AT LEAST 6" (COMPACTED) THICKNESS. AGGREGATE TO BE PLACED ON GEOTEXTILE FABRIC AND SHALL BE END-DUMPED ON THE FABRIC FROM THE FREE END OF THE FABRIC OR OVER PREVIOUSLY PLACED AGGREGATE. AT NO TIME SHALL EQUIPMENT BE PERMITTED ON THE ROADWAY WITH LESS THAN 6" OF MATERIAL COVERING THE FABRIC.

- E. THE AGGREGATE SHALL BE IMMEDIATELY COMPACTED TO NOT LESS THAN 95% OF THE MAXIMUM DRY DENSITY AS PROVIDED BY THE PROCTOR TEST, ASTM D 1557 WITH A TAMPING ROLLER, A PNEUMATIC-TIRED ROLLER, OR WITH A VIBRATORY MACHINE OR ANY COMBINATION OF THE ABOVE. THE TOP LAYER SHALL BE GIVEN A FINAL ROLLING WITH A THREE-WHEEL OR TANDEM ROLLER.

#### 3.6 FINISH GRADING:

- A. PERFORM ALL GRADING TO PROVIDE SMOOTH, EVEN SURFACE DRAINAGE OF THE ENTIRE AREA WITHIN THE LIMITS OF CONSTRUCTION. GRADING SHALL BE COMPATIBLE WITH ALL SURROUNDING TOPOGRAPHY AND STRUCTURES.

- B. UTILIZE SATISFACTORY FILL MATERIALS RESULTING FROM THE EXCAVATION WORK IN THE CONSTRUCTION OF FILLS, EMBANKMENTS AND FOR THE REPLACEMENT OF REMOVED UNSUITABLE MATERIALS.

- C. ACHIEVE FINISHED GRADE BY PLACING A MINIMUM OF 6" OF AB 3 ON TOP OF SOIL STABILIZER FABRIC.

- D. REPAIR ALL ACCESS ROADS AND SURROUNDING AREAS USED DURING THE COURSE OF THIS WORK TO THEIR ORIGINAL CONDITION.

#### END OF SECTION

ENGINEERING LICENSE: STATE OF <u>WASHINGTON</u> STATE CERTIFICATE OF AUTHORIZATION # <u>60220502</u>		
ENGINEER:	PE#:	DISCIPLINE:
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SDK SHELTON D. KESLING	24005575	ELECTRICAL
TMS TERRANCE M. SUPER	39005	ELECTRICAL

PLANS PREPARED FOR: 		
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PLANS PREPARED BY: 		
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SUBMITTALS:		
DESCRIPTION	DATE	BY REV
ISSUED FOR REVIEW	03/12/25	ABT A
REVISED PER CLIENT COMMENTS	03/20/25	DWO B

APPLICANT SITE NAME: <u>PSE COUPEVILLE</u>		
APPLICANT SITE NUMBER: <u>AOE-WA-0001</u>		
SITE ADDRESS: <u>1 NE 7TH ST COUPEVILLE, WA 98239</u>		

SHEET DESCRIPTION: <u>SPECIFICATIONS (3 OF 5)</u>	SHEET #: <u>SP-1.2</u>
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**ELECTRICAL****PART 1: GENERAL****1.1 GENERAL CONDITIONS:**

- A. THE CONTRACTOR SHALL INSPECT THE SITE WHERE THIS WORK IS TO BE PERFORMED AND FULLY FAMILIARIZE HIMSELF WITH ALL CONDITIONS RELATED TO THIS PROJECT.
- B. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS AND LICENSES AND SHALL MAKE ALL DEPOSITS AND PAY ALL FEES REQUIRED FOR THE PERFORMANCE OF WORK UNDER THIS SECTION.
- C. DRAWINGS SHOW THE GENERAL ARRANGEMENT OF ALL SYSTEMS AND COMPONENTS COVERED UNDER THIS SECTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS. DRAWINGS SHALL NOT BE SCALED TO DETERMINE DIMENSIONS.

**1.2 LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES:**

- A. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, AND ALL APPLICABLE LOCAL LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES.

**1.3 REFERENCES:**

- A. THE PUBLICATIONS LISTED BELOW FORM PART OF THIS SPECIFICATION. EACH PUBLICATION SHALL BE THE LATEST REVISION AND ADDENDUM IN EFFECT ON THE DATE THIS SPECIFICATION IS ISSUED FOR CONSTRUCTION UNLESS NOTED OTHERWISE. EXCEPT AS MODIFIED BY THE REQUIREMENTS SPECIFIED HEREIN OR THE DETAILS OF THE DRAWINGS, WORK INCLUDED IN THIS SPECIFICATION SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THESE PUBLICATIONS.
- 1. NEC (NATIONAL ELECTRICAL CODE)
- 2. ANSI/IEEE (AMERICAN NATIONAL STANDARDS INSTITUTE)
- 3. IEEE (INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS)
- 4. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS)
- 5. ICEA (INSULATED CABLE ENGINEERS ASSOCIATION)
- 6. NEMA (NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION)
- 7. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
- 8. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION)
- 9. UL (UNDERWRITERS LABORATORIES, INC.)

**1.4 SCOPE OF WORK:**

- A. WORK UNDER THIS SECTION SHALL CONSIST OF FURNISHING ALL LABOR, MATERIAL AND ASSOCIATED SERVICES REQUIRED TO COMPLETELY CONSTRUCT AND LEAVE READY FOR OPERATION SYSTEMS AS SHOWN ON THE DRAWINGS AND HEREIN DESCRIBED.
- B. ALL ELECTRICAL EQUIPMENT UNDER THIS CONTRACT SHALL BE PROPERLY TESTED, ADJUSTED, AND ALIGNED BY THE CONTRACTOR.
- C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATING, DRAINING, TRENCHES, BACKFILLING, AND REMOVAL OF EXCESS DIRT.
- D. THE CONTRACTOR SHALL FURNISH TO THE OWNER, CERTIFICATES OF FINAL INSPECTION AND APPROVAL FROM THE INSPECTION AUTHORITIES HAVING JURISDICTION.

**PART 2: PRODUCTS****2.1 GENERAL:**

- A. ALL ITEMS OF MATERIALS AND EQUIPMENT SHALL BE NEW, FREE FROM DEFECTS AND OF THE BEST QUALITY NORMALLY USED FOR THE PURPOSE IN GOOD COMMERCIAL PRACTICE.
- B. ALL MATERIALS AND EQUIPMENT SHALL BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE USE INTENDED.
- C. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE.
- D. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING RATING EQUAL TO OR GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECT, 10,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT.

**2.2 MATERIALS AND EQUIPMENT:****A. CONDUIT:**

1. RIGID GALVANIZED STEEL CONDUIT (RGS) SHALL BE HOT-DIP GALVANIZED INSIDE AND OUTSIDE INCLUDING ENDS AND THREADS AND ENAMELED OR LACQUERED INSIDE IN ADDITION TO GALVANIZING.
2. FLEXIBLE METAL CONDUIT SHALL BE GALVANIZED, ZINC-COATED STEEL, PVC COATED FOR OUTDOOR APPLICATIONS.
3. CONDUIT CLAMPS, STRAPS AND SUPPORTS SHALL BE STEEL OR MALLEABLE IRON. ALL FITTINGS SHALL BE COMPRESSION TYPE AND WATERTIGHT.
4. NON-METALLIC CONDUIT AND FITTINGS SHALL BE SCHEDULE 40 PVC, HEAVY-WALL RIGID WITH SOLVENT-CEMENT-TYPE JOINTS AS RECOMMENDED BY THE MANUFACTURER.

**B. WIRE AND CABLE:**

1. WIRE AND CABLE SHALL BE FLAME-RETARDANT, MOISTURE AND HEAT RESISTANT THERMOPLASTIC, SINGLE CONDUCTOR, COPPER, TYPE THHN/THWN-2, 600 VOLT, SIZES AS INDICATED, #12 AWG MINIMUM.
2. #10 AWG AND SMALLER CONDUCTORS SHALL BE SOLID AND #8 AWG AND LARGER CONDUCTORS SHALL BE STRANDED.
3. SOLDERLESS, PRESSURE-TYPE CONNECTORS CONSTRUCTED OF HIGH-STRENGTH, NON-CORRODIBLE, TIN-PLATED COPPER DESIGNED TO FURNISH HIGH-PULLOUT STRENGTH AND HIGH CONDUCTIVITY JOINTS SHALL BE USED.
4. SUPPORT GRIPS SHALL BE SINGLE WEAVE, CLOSED MESH, HIGH-GRADE, NON-MAGNETIC, TIN-COATED BRONZE CAPABLE OF SUPPORTING TEN TIMES THE CABLE DEAD WEIGHT, HUBBELL KELLEMS OR APPROVED EQUAL.

**C. DISCONNECT SWITCHES:**

1. DISCONNECT SWITCHES SHALL BE HEAVY DUTY, DEAD-FRONT, QUICK-MAKE, QUICK-BREAK, EXTERNALLY OPERABLE, HANDLE LOCKABLE AND INTERLOCKED WITH COVER IN CLOSED POSITION, RATING AS INDICATED, UL LABELED FURNISHED IN NEMA 3R ENCLOSURE, SQUARE D CLASS 3110 OR APPROVED EQUAL.

**D. SYSTEM GROUNDING:**

1. GROUNDING CONDUCTOR SHALL BE SOLID TINNED BARE COPPER, SIZE AS INDICATED, EXCEPT ABOVE GROUND GROUNDING CONDUCTORS SHALL BE STRANDED INSULATED.
2. GROUND BUSSES SHALL BE GALVANIZED STEEL BARS OF RECTANGULAR CROSS SECTION.
3. CONNECTORS SHALL BE HIGH-CONDUCTIVITY, HEAVY DUTY, LISTED AND LABELED AS GROUNDING CONNECTORS FOR THE MATERIALS USED. USE TWO-HOLE COMPRESSION LUGS WITH HEAT SHRINK FOR MECHANICAL CONNECTIONS.
4. EXOTHERMIC WELDED CONNECTIONS SHALL BE PROVIDED IN KIT FORM AND SELECTED FOR THE SPECIFIC TYPES, SIZES, AND COMBINATIONS OF CONDUCTORS AND OTHER ITEMS TO BE CONNECTED.
5. GROUND RODS SHALL BE COPPER-CLAD STEEL WITH HIGH-STRENGTH STEEL CORE AND ELECTROLYTIC-GRADE COPPER OUTER SHEATH, MOLTEN WELDED TO CORE, 3/4" x 10'-0".

**E. OTHER MATERIALS:**

1. THE CONTRACTOR SHALL PROVIDE OTHER MATERIALS, THOUGH NOT SPECIFICALLY DESCRIBED, WHICH ARE REQUIRED FOR A COMPLETELY OPERATIONAL SYSTEM AND PROPER INSTALLATION OF THE WORK.

PRELIMINARY ISSUE

ENGINEERING LICENSE:		
STATE OF <u>WASHINGTON</u>		
STATE CERTIFICATE OF AUTHORIZATION # <u>60220502</u>		
ENGINEER:	PE#:	DISCIPLINE:
CG CHRISTOPHER GIANNOTTI	23038356	CIVIL
SDK SHELTON D. KESLING	24005575	ELECTRICAL
TMS TERRANCE M. SUPER	39005	EE



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SUBMITTALS:

DESCRIPTION	DATE	BY REV
ISSUED FOR REVIEW	03/12/25	ABT A
REVISED PER CLIENT COMMENTS	03/20/25	DWO B

APPLICANT SITE NAME:

**PSE COUPEVILLE**

APPLICANT SITE NUMBER:

**AOE-WA-0001**

SITE ADDRESS:

**1 NE 7TH ST  
COUPEVILLE, WA 98239**

SHEET DESCRIPTION:

**SPECIFICATIONS (4 OF 5)**

SHEET #:

**SP-2.0**

PRELIMINARY ISSUE

**PART 3: EXECUTION****3.1 GENERAL:**

- A. ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- B. EQUIPMENT SHALL BE TIGHTLY COVERED AND PROTECTED AGAINST DIRT OR WATER, AND AGAINST CHEMICAL OR MECHANICAL INJURY DURING INSTALLATION AND CONSTRUCTION PERIODS.

**3.2 LABOR AND WORKMANSHIP:**

- A. ALL LABOR FOR THE INSTALLATION OF MATERIALS AND EQUIPMENT FURNISHED FOR THE ELECTRICAL SYSTEM SHALL BE DONE BY EXPERIENCED MECHANICS OF THE PROPER TRADES.
- B. ALL ELECTRICAL EQUIPMENT FURNISHED SHALL BE ADJUSTED, ALIGNED AND TESTED BY THE CONTRACTOR AS REQUIRED TO PRODUCE THE INTENDED PERFORMANCE.
- C. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL THOROUGHLY CLEAN ALL EXPOSED EQUIPMENT, REMOVE ALL LABELS AND ANY DEBRIS, CRATING OR CARTONS AND LEAVE THE INSTALLATION FINISHED AND READY FOR OPERATION.

**3.3 COORDINATION:**

- A. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRICAL ITEMS WITH THE OWNER-FURNISHED EQUIPMENT DELIVERY SCHEDULE TO PREVENT UNNECESSARY DELAYS IN THE TOTAL WORK.

**3.4 INSTALLATION:**

- A. CONDUIT:
  1. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN CONDUIT AS HEREIN SPECIFIED. NO CONDUIT OR TUBING OF LESS THAN 3/4" NOMINAL SIZE SHALL BE USED.
  2. PROVIDE RGS CONDUIT FOR ALL EXPOSED, EXTERIOR CONDUIT.
  3. PROVIDE SCHEDULE 40 PVC OR RGS CONDUIT BELOW GRADE, 1" MINIMUM, UNLESS NOTED OTHERWISE. ALL 90 DEGREE BENDS TO ABOVE GRADE SHALL BE RGS. MINIMUM BURIAL DEPTH SHALL BE 24" CLEAR TO TOP OF CONDUIT, UNLESS NOTED OTHERWISE.
  4. USE GALVANIZED FLEXIBLE STEEL CONDUIT WHERE DIRECT CONNECTION IS NOT DESIRABLE FOR REASONS OF EQUIPMENT MOVEMENT, VIBRATION, OR FOR EASE OF MAINTENANCE. USE LIQUIDTIGHT, PVC COATED FLEXIBLE METAL CONDUIT FOR OUTDOOR APPLICATIONS.
  5. INSTALL GALVANIZED FLEXIBLE STEEL CONDUIT AT ALL POINTS OF CONNECTION TO EQUIPMENT MOUNTED ON SUPPORTS TO ALLOW FOR EXPANSION AND CONTRACTION.
  6. A RUN OF CONDUIT BETWEEN BOXES OR FITTINGS SHALL NOT CONTAIN MORE THAN THE EQUIVALENT OF FOUR QUARTER-BENDS INCLUDING THOSE BENDS LOCATED IMMEDIATELY AT THE BOX OR FITTING. THE RADIUS OF BENDS SHALL NEVER BE SHORTER THAN THAT OF THE CORRESPONDING TRADE ELBOW.
  7. WHERE CONDUIT HAS TO BE CUT IN THE FIELD, IT SHALL BE CUT SQUARE WITH A PIPE CUTTER USING CUTTING KNIVES.
  8. ALL CONDUITS SHALL BE SWABBED CLEAN BY PULLING AN APPROPRIATE SIZE MANDREL THROUGH THE CONDUIT BEFORE INSTALLATION OF WIRE OR CABLE. CLEAR ALL BLOCKAGES AND REMOVE BURRS, DIRT, AND DEBRIS.
  9. INSTALL PULL STRINGS IN ALL EMPTY CONDUITS. IDENTIFY PULL STRINGS AT EACH END WITH ITS DESTINATION.
  10. PROVIDE INSULATED GROUNDING BUSHINGS FOR ALL CONDUITS STUBBED INTO EQUIPMENT ENCLOSURES OR STUBBED OUT FOR FUTURE USE BY OTHERS.
  11. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL CONDUITS DURING CONSTRUCTION. TEMPORARY OPENINGS IN THE CONDUIT SYSTEM SHALL BE PLUGGED OR CAPPED TO PREVENT ENTRANCE OF MOISTURE OR FOREIGN MATTER. CONTRACTOR SHALL REPLACE ANY CONDUITS CONTAINING FOREIGN MATERIALS THAT CANNOT BE REMOVED.
  12. INSTALL 2" ORANGE DETECTABLE TAPE 12" ABOVE ALL UNDERGROUND CONDUIT AND WIRE.
  13. CONDUITS SHALL BE INSTALLED IN SUCH A MANNER AS TO INSURE AGAINST COLLECTION OF TRAPPED CONDENSATION.
- B. WIRE AND CABLE:
  1. ALL POWER WIRING SHALL BE COLOR CODED AS FOLLOWS:

DESCRIPTION	120/240V	208Y/120V	480Y/277V
PHASE A	BLACK	BLACK	BROWN
PHASE B	RED	RED	ORANGE
PHASE C	WHITE	WHITE	YELLOW
NEUTRAL	WHITE	WHITE	GRAY
GROUND	GREEN	GREEN	GREEN

- 2. SPLICES SHALL BE MADE ONLY AT OUTLETS, JUNCTION BOXES, OR ACCESSIBLE RACEWAYS WITH PRESSURE-TYPE CONNECTORS.

- 3. PULLING LUBRICANTS SHALL BE SOAPSTONE POWDER, POWDERED TALC, OR A COMMERCIAL PULLING COMPOUND. NO SOAP SUDS, SOAP FLAKES, OIL, OR GREASE SHALL BE USED, AS THESE MAY BE HARMFUL TO CABLE INSULATION. CONTRACTOR SHALL USE NYLON OR HEMP ROPE FOR PULLING CABLE TO AVOID SCORING THE CONDUIT.

- 4. CABLES SHALL BE NEATLY TRAINED, WITHOUT INTERLACING, AND BE OF SUFFICIENT LENGTH IN ALL BOXES, EQUIPMENT, ETC. TO PERMIT MAKING A NEAT ARRANGEMENT. CABLES SHALL BE SECURED IN A MANNER TO AVOID TENSION ON CONDUCTORS OR TERMINALS, AND SHALL BE PROTECTED FROM MECHANICAL INJURY AND FROM MOISTURE. SHARP BENDS OVER CONDUIT BUSHINGS ARE PROHIBITED. DAMAGED CABLES SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

**C. DISCONNECT SWITCHES:**

- 1. INSTALL DISCONNECT SWITCHES LEVEL AND PLUMB. CONNECT TO WIRING SYSTEM AND GROUND AS INDICATED.

**D. GROUNDS:**

- 1. ALL METALLIC PARTS OF ELECTRICAL EQUIPMENT WHICH DO NOT CARRY CURRENT SHALL BE GROUNDED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.

- 2. PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEMS INDICATED WITH ASSEMBLY OF MATERIALS, INCLUDING GROUNDING ELECTRODES, BONDING JUMPERS AND ADDITIONAL ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.

- 3. ROUTE GROUNDING CONNECTIONS AND CONDUCTORS TO GROUND IN THE SHORTEST AND STRAIGHTEST PATHS POSSIBLE TO MINIMIZE TRANSIENT VOLTAGE RISES.

- 4. TIGHTEN GROUNDING AND BONDING CONNECTORS, INCLUDING SCREWS AND BOLTS, IN ACCORDANCE WITH MANUFACTURER'S PUBLISHED TORQUE TIGHTENING VALUES FOR CONNECTORS AND BOLTS. WHERE MANUFACTURER'S TORQUING REQUIREMENTS ARE NOT AVAILABLE, TIGHTEN CONNECTIONS TO COMPLY WITH TIGHTENING TORQUE VALUES SPECIFIED IN UL 486A TO ASSURE PERMANENT AND EFFECTIVE GROUNDING.

- 5. ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

- 6. ALL GROUND CONNECTIONS SHALL BE INSPECTED FOR TIGHTNESS. EXOTHERMIC-WELDED CONNECTIONS SHALL BE APPROVED BY THE CONSTRUCTION INSPECTOR BEFORE BEING PERMANENTLY CONCEALED.

- 7. APPLY CORROSION-RESISTANT FINISH TO FIELD CONNECTIONS, AND PLACES WHERE FACTORY APPLIED PROTECTIVE COATINGS HAVE BEEN DESTROYED. USE COPPER-BASED "NO-OX" OR APPROVED EQUAL.

- 8. A SEPARATE, CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUITS

- 9. BOND ALL INSULATED GROUNDING BUSHINGS WITH A BARE #6 AWG GROUNDING CONDUCTOR TO A GROUND BUS OR GROUNDING LUG IN ENCLOSURE.

- 10. DIRECT BURIED GROUND CONDUCTORS SHALL BE INSTALLED AT A NOMINAL DEPTH OF 30" BELOW GRADE, UNLESS NOTED OTHERWISE.

- 11. ALL GROUNDING CONDUCTORS EMBEDDED IN OR PENETRATING CONCRETE SHALL BE INSULATED OR INSTALLED IN PVC CONDUIT.

- 12. INSTALL ELECTROLYTIC GROUNDING SYSTEM IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. REMOVE SEALING TAPE FROM LEACHING AND BREATHER HOLES. INSTALL PROTECTIVE BOX FLUSH WITH GRADE.

- 13. DRIVE GROUND RODS UNTIL TOPS ARE 30" BELOW FINAL GRADE.

- 14. GROUNDING CONDUCTOR TO EQUIPMENT GROUND LUGS:

- a. BOLTED TO EQUIPMENT HOUSING WITH STAINLESS STEEL BOLTS AND LOCK WASHERS.

- b. ALL EQUIPMENT TO BE GROUNDED SHALL BE FREE OF PAINT OR ANY OTHER MATERIAL COVERING BARE METAL AT THE POINT OF CONNECTION.

**3.5 ACCEPTANCE TESTING:**

- A. PROVIDE PERSONNEL AND EQUIPMENT, MAKE REQUIRED TESTS, AND SUBMIT TEST REPORTS UPON COMPLETION OF TESTS.

- B. WHEN MATERIAL AND/OR WORKMANSHIP IS FOUND NOT TO COMPLY WITH THE SPECIFIED REQUIREMENTS, THE NONCOMPLYING ITEMS SHALL BE REMOVED FROM THE JOBSITE AND REPLACED WITH ITEMS COMPLYING WITH THE SPECIFIED REQUIREMENTS PROMPTLY AFTER RECEIPT OF NOTICE OF SUCH NON-COMPLIANCE.

**C. TEST PROCEDURES:**

- 1. ALL FEEDERS SHALL HAVE THEIR INSULATION TESTED AFTER INSTALLATION, BUT BEFORE CONNECTION TO DEVICES. THE CONDUCTORS SHALL TEST FREE FROM SHORT CIRCUITS AND GROUNDS. TESTING SHALL BE FOR ONE MINUTE USING 1000V DC. INVESTIGATE ANY VALUES LESS THAN 50 MEGAOMHS.
- 2. PRIOR TO ENERGIZING CIRCUITY, TEST WIRING DEVICES FOR ELECTRICAL CONTINUITY AND PROPER POLARITY CONNECTIONS.
- 3. MEASURE AND RECORD VOLTAGES BETWEEN PHASES AND BETWEEN PHASE WIRES AND NEUTRALS. SUBMIT A REPORT OF MAXIMUM AND MINIMUM VOLTAGES.
- 4. PERFORM GROUND TEST TO MEASURE GROUND RESISTANCE OF GROUNDING SYSTEM USING THE IEEE STANDARD 3-POINT "FALL-OF-POTENTIAL" METHOD. PROVIDE PLOTTED TEST VALUES & LOCATION SKETCH. NOTIFY THE ENGINEER IMMEDIATELY IF MEASURED VALUE IS OVER 5 OHMS.

END OF SECTION

END OF SPECIFICATION

ENGINEERING LICENSE:  
STATE OF WASHINGTON  
STATE CERTIFICATE OF AUTHORIZATION # 602220502  
ENGINEER: CG CHRISTOPHER GIANNOTTI PE#: 23038356 DISCIPLINE: CIVIL  
SDK SHELTON D. KESLING PE#: 24005575 TERRANCE M. SUPER PE#: 39005 ELECTRICAL



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APPLICANT SITE NUMBER:  
**AOE-WA-0001**

SITE ADDRESS:  
**1 NE 7TH ST  
COUPEVILLE, WA 98239**

SHEET DESCRIPTION:  
**SPECIFICATIONS  
(5 OF 5)**

SHEET #:  
**SP-2.1**



**ISLAND COUNTY COMMISSIONERS**

**WORK SESSION AGENDA**

**MEETING DATE: 6/4/2025**

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**To:** **Melanie Bacon, Chair**  
**Board of Island County Commissioners**

**From:** **BOCC Staff**

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**Amount of time requested for agenda discussion. 15 minutes**

**DIVISION: Administrative**

**Agenda Item No.: 1**

**Subject:** **Appointment to the Conservation Futures Program Citizens Advisory Board (CAB)**

**Description:** The Board has received a request for appointment to Position 9 of the Conservation Futures Program Citizens Advisory Board. At this time the Board has determined the appointment will be for one year from date of appointment.

**Attachment:** **CAB Roster**

**Request:** *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

**DIVISION: Administrative**

**Agenda Item No.: 2**

**Subject:** **Funding for the 2% Hotel-Motel Lodging Tax Revenue 2026 Tourism Program Year**

**Description:** The Board will discuss the funding budget for the 2% Hotel-Motel Lodging Tax Revenue grants for 2026.

**Attachment:** **2021-2024 Funding amounts, 2025 Final Funding amounts**

**Request:** *(Check boxes that apply)*

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input checked="" type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

## **CONSERVATION FUTURES PROGRAM CITIZENS ADVISORY BOARD** **(CAB)**

<https://www.islandcountywa.gov/353/Conservation-Futures-Program>



Established pursuant to Resolution C-76-15, adopted July 28, 2015. The CAB is composed of nine voting members that represent conservation and community planning expertise and technical knowledge. Two members represent each commissioner's district, and three members represent the county at large. Terms are three years, with no member serving more than three terms consecutively. Initial appointments shall be staggered so that one-third of the member's appointments expire each year.

<b>POSITION</b>	<b>MEMBER</b>	<b>REPRESENTING</b>	<b>APPT. DATE</b>	<b>TERM EXPIRES</b>
		<b>Commissioner District #1</b>		
1.	Todd Peterson		04/26/16	02/25/26
2.	Brandon Kelley		08/27/24	08/27/27
		<b>Commissioner District #2</b>		
3.	Karen Scharer		09/20/22	09/20/25
4.	<b>VACANT</b>			
		<b>Commissioner District #3</b>		
5.	Clay Thompson		10/15/24	10/15/27
6.	Kathryn A. Wells		04/26/16	02/25/26
		<b>At Large</b>		
7.	Linda Rhodes		05/09/23	05/09/26
8.	Steve Giles		04/15/25	04/15/26
9.	<b>VACANT</b>			

The Board has received a request for appointment for one year from Dominic Venice for Position 9.

	2021	2022	2023	2024
Camano Arts Association Art Tour	6,400	6,000	25,000	17,700
Camano Arts Association Art Island				20,740
Camano Community Events - Ciderfest				4,500
Camano Chamber - Visitor Kiosks	28,800	3,700	40,000	44,500
Camano Chamber- NW Glass Quest		8,000	10,000	9,500
Cascade Loop	9,781.60	15,340	10,375	10,125
Clinton Chamber	6,068	15,644	19,751.20	22,654
City of OH – Marathon				14,500
Coupeville Chamber	34,560.90	44,208	62,548	68,566
Coupeville Historic Waterfront	7,200	7,200	10,000	10,500
Craig McKenzie			21,000	28,500
Greater Freeland Chamber	9,250	40,000	43,392	40,000
Greater Oak Harbor Chamber		20,000	16,000	34,500
Island County Fair Assoc		20,000	40,000	35,500
Island County Chambers of Commerce			30,000	
Island County Historical Society Museum	22,500	28,000	28,000	31,500
Island Shakespeare Festival	7,260	13,692	15,000	19,500
Langley Chamber	31,500	46,131	57,535.21	57,035.21
Langley Chamber of Commerce-capital budget request			36,224.50	

	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Langley Chamber – Harvest Festival		5,300		
Langley Chamber- Mystery		5,320		
Langley Creates - Capital funding request				24,000
Langley Creates		4,000		9,800
Langley Main Street Association			18,750	
Meerkerk Gardens		13,690		17,200
Oak Harbor Main Street Assoc				6,200
Oak Harbor Music Festival			23,960	30,000
Pacific Northwest Naval Air Museum	15,153	19,000	20,100	23,400
Pacific Northwest Art School	4,000	7,500	8,500	15,500
Penn Cove Water Festival Association	2,000			3,500
People of the Confluence				35,000
Price Sculpture Forest			9,000	8,500
Sound Water Stewards		5,000		2,527
South Whidbey Historical Society	2,000	4,000		7,200
Stanwood Camano Arts Festival – Mother’s Day		6,155	7,680	7,180
Trust Board of Ebey’s Landing	5,500	11,000	20,000	14,500
WICA	8,838.60	15,000	20,000	35,000
WICA- Langley Creative District	1,293.60			
Whidbey Island Arts Council			5,000	7,000
Whidbey Island Grown Co-op				12,000
<b>TOTAL</b>	204,127	365,902	594,839	711,351

NON-CHAMBER RELATED COMMUNITY EVENTS				
RANK	ORGANIZATION	REQUESTED AMOUNT	RECOMMENDED FUNDING AMOUNT	
1	WHIDBEY ISLAND CENTER FOR THE ARTS	\$46,000.00	\$41,000.00	
	POWERFUL ARTS IMPACT 2025			
2	PACIFIC NORTHWEST ART SCHOOL	\$17,100.00	\$14,600.00	
	YEAR-ROUND MARKETING CAMPAIGN			
	COUPEVILLE HISTORIC WATERFRONT			
3	ASSOCIATION	\$11,500.00	\$9,000.00	
	MUSSELFEST			
4	CAMANO ARTS ASSOCIATION	\$49,980.00	\$44,980.00	
	2025 CAMANO ISLAND STUDIO TOUR	\$19,750.00		
	CAMANO GATEWAY: ART ISLAND	\$30,230.00		
5	WHIDBEY ISLAND GROWN CO-OP	\$11,200.00	\$8,700.00	
	EAT LOCAL MONTH			
6	PENN COVE WATER FESTIVAL	\$4,000.00	\$4,000.00	
	EVENT EXPENSES			
7	CAMANO COMMUNITY EVENTS	\$6,100.00	\$6,100.00	
	CIDERFEST			
	SOUND WATER STEWARDS OF ISLAND			
8	COUNTY	\$5,333.00	\$5,333.00	
	SOUND WATERS UNIVERSITY			
9	ISLAND SHAKESPEARE FESTIVAL	\$23,500.00	\$21,000.00	
	EVENT EXPENSES			
10	CITY OF OAK HARBOR	\$15,000.00	\$12,500.00	
	WHIDBEY ISLAND MARATHON			
	CASCADE LOOP NATIONAL SCENIC BYWAY			
11	ASSOCIATION	\$10,500.00	\$8,000.00	
	WHIDBEY SCENIC ISLE WAY			
12	WHIDBEY ISLAND ARTS COUNCIL	\$15,000.00	\$12,500.00	
	OPERATIONS EXPENSES			
13	PRICE SCULPTURE FOREST	\$9,500.00	\$9,500.00	
	2025 WANDER/WONDER			
14	OAK HARBOR MUSIC FESTIVAL	\$30,000.00	\$27,500.00	
	EVENT EXPENSES			
15	CRAIG MCKENZIE FOUNDATION	\$29,000.00	\$26,500.00	
	HYDROS FOR HEROES			
16	OAK HARBOR MAIN STREET	\$25,000.00	\$22,500.00	
	GENERAL AND EVENT MARKETING			
17	STANWOOD CAMANO ARTS FESTIVAL	\$9,500.00	\$9,500.00	
	MOTHER'S DAY ART FESTIVAL			
18	DELAURENTIS FOUNDATION	\$75,000.00	\$0.00	
	ELECTRIC CAR PROJECT			
	TOTAL REQUESTS:		TOTAL FUNDS:	TOTAL RECOMMENDATION:
	\$393,213.00		\$241,500.00	\$287,315.00

ADDED FUNDS FROM CAPITAL FUNDS:

\$41,713.00  
\$287,315.00

MUSEUMS AND HISTORICAL SOCIETY PROJECTS AND ACTIVITIES				
RANK	ORGANIZATION		REQUESTED AMOUNT	RECOMMENDED FUNDING AMOUNT
1	PACIFIC NORTHWEST NAVAL AIR MUSEUM		\$28,000.00	\$26,000
	<i>FACILITIES OPERATIONS</i>			
2	WHIDBEY ISLAND MARITIME HERITAGE FOUNDATION		\$65,000.00	\$55,000
	<i>SCHOONER SUVA</i>			
3	EBEY'S LANDING NATIONAL HISTORICAL RESERVE		\$20,000.00	\$18,000
	<i>EBEY'S RESERVE VISITOR CONTACT STATION</i>			
4	SOUTH WHIDBEY HISTORICAL SOCIETY		\$14,000.00	\$12,000
	<i>NEW MUSEUM GALLERY - COAST SALISH SNOHOMISH ON SOUTH WHIDBEY</i>			
5	ISLAND COUNTY HISTORICAL SOCIETY MUSEUM		\$60,000.00	\$50,000
	<i>FACILITIES OPERATIONS</i>			
			TOTAL REQUESTS: <b>\$187,000.00</b>	TOTAL RECOMMENDED: <b>\$161,000</b>
			TOTAL AVAILABLE FUNDS: <b>\$161,000.00</b>	
			DIFFERENCE: <b>-\$26,000.00</b>	

ISLAND COUNTY 2% HOTEL-MOTEL TAX TOURISM PROMOTION 2025  
PROGRAM YEAR

<u>CHAMBERS OF COMMERCE PROJECTS AND ACTIVITIES</u>			
RANK	ORGANIZATION	REQUESTED AMOUNT	RECOMMENDED FUNDING AMOUNT
1	COUPEVILLE CHAMBER OF COMMERCE	\$73,291.00	\$69,066.00
	FACILITIES OPERATIONS		
2	CAMANO ISLAND CHAMBER OF COMMERCE	\$57,000.00	\$55,000.00
	VISITOR KIOSK	\$45,000.00	
	NORTHWEST GLASS QUEST	\$12,000.00	
3	OAK HARBOR CHAMBER OF COMMERCE	\$38,000.00	\$35,000.00
	WONDERS OF WHIDBEY		
4	CLINTON CHAMBER OF COMMERCE	\$33,616.50	\$23,154.00
	THE CLINTON EXPERIENCE		
5	LANGLEY CHAMBER OF COMMERCE	\$149,675.66	\$57,535.21
	FACILITIES OPERATIONS	\$115,990.86	
	HIGHWAY 525 KIOSK	\$33,684.80	\$33,684.80
6	FREELAND CHAMBER OF COMMERCE	\$145,040.00	\$83,240.00
	FACILITIES OPERATIONS		

TOTAL REQUESTS:	TOTAL RECOMMENDATION:
\$496,623.16	\$356,680.01
TOTAL AVAILABLE FUNDS:	
\$322,000.00	

ADDED FUNDS FROM CAPITAL FUNDS:

\$34,680.01

\$356,680.01

Approved by:

BOARD OF ISLAND COUNTY COMMISSIONERS

DATE: SEPTEMBER 24, 2024

Jill Johnson, Chair *Melanie Bacon, member*

Janet St. Clair, Member





**ISLAND COUNTY HUMAN SERVICES**

**WORK SESSION AGENDA**

**MEETING DATE: 6/4/2025**

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**To:** Melanie Bacon, Chair  
Board of Island County Commissioners  
**From:** Lynda Austin, Director

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**Amount of time requested for agenda discussion. 15 minutes**

**DIVISION: Behavioral Health**

**Agenda Item No.: 1**

**Subject: Contract Number K8223 with the WA State Health Care Authority**

**Description:** Interagency Agreement for Island County Behavioral Health and Criminal Justice Partnership. The purpose of this contract is a collaborative jail and court approach to expedite mental health and substance use disorder services in the jail and at transition to the community to provide referrals for treatment, housing, substance use disorder recovery and other supports in the community. Maximum contract amount \$111,702. The Health Care Authority was awarded a Bureau of Justice Assistance Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program or COSSUP grant. Island County was selected as a subrecipient for these funds.

**Attachments: Contract K8223 with the WA State Health Care Authority**

**Request:** *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other:

**IT Review:** In process

**Budget Review:** Complete

**P.A. Review:** Complete



**INTERAGENCY AGREEMENT**  
**for**  
**Island County Behavioral**  
**Health and Criminal Justice**  
**Partnership**

HCA Contract Number: K8223

Contractor Contract Number:

**THIS AGREEMENT** is made by and between Washington State Health Care Authority (HCA) and Island County, pursuant to the authority granted by Chapter 39.34 RCW.

CONTRACTOR NAME	CONTRACTOR DOING BUSINESS AS (DBA)		
Island County	Island County		
CONTRACTOR ADDRESS	Street	City	State Zip Code
105 NW 1 <sup>st</sup> Street	Coupeville	WA	98239
CONTRACTOR CONTRACT MANAGER	CONTRACTOR TELEPHONE		CONTRACTOR E-MAIL ADDRESS
Lynda Austin	(360) 678-7996		<a href="mailto:l.austin@islandcountywa.gov">l.austin@islandcountywa.gov</a>

HCA PROGRAM	HCA DIVISION/SECTION
Adult SUD	DBHR
HCA CONTRACT MANAGER NAME AND TITLE	HCA CONTRACT MANAGER ADDRESS
Rachel Brandhorst, Medical Assistance Program Specialist 3	Health Care Authority 626 8th Avenue SE Olympia, WA 98504

CONTRACT START DATE	CONTRACT END DATE	TOTAL MAXIMUM CONTRACT AMOUNT
Date of Execution	September 30, 2025	\$111,702

**PURPOSE OF CONTRACT:**

A collaborative jail and court approach to expedite competency evaluation, mental health and substance use disorder treatment in the jail and, at transition, to provide referrals for treatment, housing, substance use disorder recovery, and other supports in the community.

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 Melanie Bacon, Chair Board of County Commissioners Island County, WA	DATE
HCA SIGNATURE DocuSigned by: <i>Andria Howerton</i>	PRINTED NAME AND TITLE Andria Howerton Deputy Contracts Administrator	DATE 4/29/2025

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## **1. DEFINITIONS**

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

**“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.

**“Contractor”** means Island County, 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.

**“Criminal Justice History”** means any involvement with law enforcement, jails, courts, probation, or other criminal justice entity. Involvement can include diversion/social referrals from those mentioned entities to services in lieu of arrest or violation.

**“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.

**“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.

**“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. **“Services”** means all work performed or provided by Contractor pursuant to this Contract.

**“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.

**“Subrecipient”** shall have the meaning given in 45 C.F.R. 75.2, or any successor or replacement to such definition, for any federal award from HHS; or 2 C.F.R. 200.93, or any successor or replacement to such definition, for any other federal award. **STATEMENT OF WORK**

## **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 **Date of Execution**, and be completed on **September 30, 2025**, 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. The parties have determined that the cost of accomplishing the work herein will not exceed **\$117,352**. Payment for satisfactory performance of the work will not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services will be based on the following rates or in accordance with the following terms set forth in Attachment 1: Statement of Work.

## **5. BILLING PROCEDURE**

- 5.1. Contractor must submit accurate invoices to the following address for all amounts to be paid by HCA via e-mail to: [rachel.brandhorst@hca.wa.gov](mailto:rachel.brandhorst@hca.wa.gov). Include the HCA Contract number in the subject line of the email. HCA Contract Manager shall review and approve the invoice who then shall submit invoice to Accounts Payable for payment.
- 5.2. Contractor must submit properly itemized invoices to include the following information, as applicable:
  - A. The HCA Contract number;
  - B. Contractor name, address, phone number;
  - C. Description of Services;
  - D. Date(s) of delivery;
  - E. Net invoice price for each item;
  - F. Applicable taxes;

- G. Total invoice price; and
- H. Payment terms and any available prompt payment discount.

5.3. Contractor 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.

5.4. 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.

## **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. REMEDIATION. 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. SUBRECIPIENT**

If the Contractor is a subrecipient (as defined in 45 C.F.R. 75.2 and 2 C.F.R. 200.93) of federal awards, then the Contractor shall:

- 9.1. Comply with 2 C.F.R. 200.501 and 45 C.F.R. 75.501; and
- 9.2. Overpayments: If it is determined by HCA, or during the course of a required audit, that Contractor has been paid unallowable costs under this or any program agreement, Contractor will refund the full amount to HCA. In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 13, Disputes.

## **10. 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.

## **11. 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.

## **12. DISALLOWED COSTS**

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

## **13. 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.

#### **14. 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:

- A. Applicable Federal and State of Washington statutes and regulations;
- B. Attachment 1: Statement of Work;
- C. Attachment 2: Data Sharing Terms (including the Washington OCIO Security Standard 141.10);
- D. Attachment 3: Federal Award Terms;
- E. Attachment 4: Federal Compliance Certifications and Assurances; and
- F. Any other provisions of the agreement, including materials incorporated by reference.

#### **15. 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.

#### **16. RECORDS MAINTENANCE**

16.1. 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.

16.2. 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.

## **17. TREATMENT OF ASSETS**

### **17.1. Ownership**

HCA shall retain title to all property furnished by HCA to Contractor under this contract. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this contract, excluding intellectual property provided by the Contractor, shall pass to and vest in HCA upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

### **17.2. Use of Property**

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative and other requirements.

### **17.3. Damage to Property**

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed or damaged by Contractor or Contractor's employees, agents or subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

### **17.4. Notice of Damage**

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

### **17.5. Surrender of Property**

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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.

## **26. 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 2: Data Sharing Terms (including the Washington OCIO Security Standard 141.10)

Attachment 3: Office of Justice Programs (OJP) Award Terms

Attachment 4: Federal Compliance, Certifications and Assurances

Attachment 5: Federal Subaward Information

Attachment 6: Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance Terms

Attachment 7: Quarterly Report – Comprehensive Opioid, Stimulant, and Substance Use Program

Attachment 8: Standard of Care

## **ATTACHMENT 1: STATEMENT OF WORK**

### **1. Purpose**

To increase the likelihood of diversion from the criminal legal system and reduce recidivism through expedited competency evaluation, mental health, and substance use disorder treatment in the jail and referrals for treatment, housing, substance use disorder recovery, and other supports in the community.

### **2. Background**

The Health Care Authority was awarded a Bureau of Justice Assistance Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program or COSSUP grant. Award Number: 15PBJA-24-GG-04431-COAP. The proposed initiative focuses on providing several of Washington's jurisdictions funding and technical assistance to bolster and support substance use treatment and response efforts in the community as well as through interaction with law enforcement, courts, jails & prisons, and in reentry.

This program is a collaborative jail and court approach between Island County District Court, Island County Superior Court, and Island County Human Services to expedite competency evaluation, mental health and substance use disorder treatment in the jail and to provide referrals for treatment, housing, substance use disorder recovery, and other supports upon transition back into the community through increasing staffing and cross-system collaboration.

### **3. Work Expectation**

The Contractor Shall:

- 3.1. Collaborate with Island County District Court, Superior Court, and Human Services to expedite competency evaluation, mental health, and substance use disorder treatment in the jail.
- 3.2. Provide referrals for treatment, housing, substance use disorder recovery, and other supports in the community for those that are incarcerated.
- 3.3. Ensure there is one (1) Full Time Equivalent (FTE) Behavioral Health Court Coordinator and one half time (0.5) Jail Transition Coordinator staff to support the completion of the deliverables and tasks outlined in this Statement of Work. The candidate in these positions shall demonstrate the following:

3.3.1. The Behavioral Health Court Coordinator shall provide the following:

3.3.1.1. Diversion services to individuals at pretrial and/or arraignment hearings at Island County District Court.

3.3.1.2. Develop a Behavioral Health Court Intervention Program.

a. The program would be a collaborative jail diversion approach between Island County District Court and Island County Human Services.

b. This program is to expedite competency evaluation, provide referrals to treatment, referrals for housing, and other needs as identified through assessments.

3.3.1.3. Behavioral Health Court Coordinator shall work specifically in two (2) areas.

a. Post-booking diversion services.

b. Re-entry services with community support to reduce recidivism.

3.3.2. Jail Transition Coordinator shall provide the following:

3.3.1.4. Responsible for providing case management and care transition plans for the Jail Transition Program.

3.3.1.5. Work with the jail mental health clinician and jail Residential Substance Abuse Treatment (RSAT) counselor to identify clients and assist with their transition plan.

3.3.1.6. Collaborate with existing services available through Island County and all other service providers in the county. This includes, but are not limited to:

a. Mental health and medical needs;

b. Housing assistance;

c. Referrals to advocacy groups;

d. Schools;

e. Community liaisons; and

f. Other needs as identified through assessments.

3.4. **Screening and Assessment.** The following positions shall conduct the screening and assessment:

3.4.1. Behavioral Health Court Coordinator;

3.4.2. Jail Transition Coordinator;

3.4.3. A mental health professional; or

3.4.4. A substance use disorder professional.

- 3.5. The positions listed in Section 3.4, Screening and Assessment, shall conduct the screening and assessment for the following:
  - 3.5.1. Psychosocial history, Mental Health (MH) assessment, and Substance Use Disorder (SUD) assessment;
  - 3.5.2. Criminal Justice History; and
  - 3.5.3. GAIN-Short Screener (SS) – to establish current mental health/substance use needs and recidivism risk factors.
- 3.6. **Cross-Training Plan and Goals.** The cross-training plan is to share common goals from the program and to take part in cross training activities to better understand other team members' or agency's processes. The Behavioral Health Court Intervention Program members of the shall include, but are not limited to:
  - 3.6.1. Judges;
  - 3.6.2. Commissioners;
  - 3.6.3. Court clerks;
  - 3.6.4. Behavioral health court coordinator;
  - 3.6.5. Probation officer;
  - 3.6.6. Defense attorney;
  - 3.6.7. Prosecutor;
  - 3.6.8. Treatment provider(s);
  - 3.6.9. Case manager;
  - 3.6.10. Sheriff, or their representative;
  - 3.6.11. Embedded mental health professional;
  - 3.6.12. Jail mental health counselor;
  - 3.6.13. Jail transition coordinator; and
  - 3.6.14. Behavioral health supervisor.
- 3.7. **Quarterly Reports.** Provide quarterly reports in accordance with the date range and due dates listed in Section 4. Deliverables Table. Reports shall be reviewed and approved by HCA Contract Manager. Template for report is located in Attachment 7: Quarterly Report.

#### 4. Deliverables Table

Total consideration payable to Contractor for satisfactory performance of the work under this Contract, up to a total maximum of **\$111,702**. This includes all expenses. Submit all deliverables to the HCA Contract Manager.

#	Deliverable	Date Range	Due Date	Rate	Amount
1	Grant funded position - Behavioral Health Court Coordinator	Applies to Quarters 1-4	May 15, 2025	\$5,650 x 1	\$5,650
2	Cross-Training Plan and Goals	Applies to Quarters 1-4	October 15, 2025	\$20,352 x 1	\$20,352
3	Quarterly Reports	Q3: 04/01/2025 – 06/30/2025  Q4: 07/01/2025 – 09/30/2025	15 <sup>th</sup> business day of each month following the end of each quarter	\$43,500 x 2 reports	\$87,000
<b>Total Maximum Compensation for deliverables completed through September 30, 2025</b>					<b>\$111,702</b>

## **ATTACHMENT 2: DATA SHARING TERMS**

### 1. Data Collection and Sharing

1.1. **Background.** The goal of this section is to ensure Contractor achieves compliance with BJA's and DBHR's reporting requirements.

1.2. **Research and Data Analysis (RDA).** Work collaboratively with RDA as they fulfill the following roles:

- 1.2.1. Supervise data collection process;
- 1.2.2. Program evaluation; and
- 1.2.3. Monitor data collection;

1.3. Contractor shall provide:

- 1.3.1. All relevant data collection instruments;
- 1.3.2. Training;
- 1.3.3. Access to data entry tools, such as REDCap; and
- 1.3.4. Technical assistance to staff, as needed.

### **ATTACHMENT 3: OFFICE OF JUSTICE PROGRAMS (OJP) AWARD TERMS**

#### **1. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

**Record retention and access:** Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

#### **2. Requirement to report actual or imminent breach of personally identifiable information (PII)**

The subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

#### **3. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

The subrecipient must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of

discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

4. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The subrecipient must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

5. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The subrecipient must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

6. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

7. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The subrecipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

8. Requirement for data on performance and effectiveness under the award

The subrecipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

9. Requirements related to "de minimis" indirect cost rate

A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

10. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

11. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

13. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

14. Potential imposition of additional requirements

The subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Employment eligibility verification for hiring under the award

15.1. The subrecipient must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the subrecipient who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

15.2. Monitoring.

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

15.3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

15.4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16. Restrictions and certifications regarding non-disclosure agreements and related matters

No subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or

restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

17. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18. OJP Training Guiding Principles

Any training or training materials that the subrecipient \ at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

19. All subawards ("subgrants") must have specific federal authorization

The subrecipient must comply with all applicable requirements for authorization of any subaward.

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

20. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to

actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

21. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

22. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

23. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

24. Reporting potential fraud, waste, and abuse, and similar misconduct

The subrecipients must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

25. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other term or condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).

26. Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

27. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be

continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

28. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professional's (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

## **ATTACHMENT 4: FEDERAL COMPLIANCE, CERTIFICATIONS AND ASSURANCES**

I. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. For clarification regarding any of these elements or details specific to the federal funds in this contract, contact: **Rachel Brandhorst**.

*Source of Funds DOJ: This Contract is being funded partially or in full through Cooperative Contract number 15PBJA-24-GG-04431-COAP, the full and complete terms and provisions of which are hereby incorporated into this Contract. Federal funds to support this Contract are identified by the Assistance Listing Numbers (ALN) 16.838 in the amount of \$111,702. The Contractor or Subrecipient is responsible for tracking and reporting the cumulative amount expended under HCA Contract K8223.*

*Period of Availability of Funds Date of Execution – September 30, 2025: Pursuant to 45 CFR 92.23, Contractor or Subrecipient may charge to the award only costs resulting from obligations of the funding period specified in 15PBJA-24-GG-04431-COAP unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than 90 days after the end of the funding period.*

*Single Audit Act: This section applies to subrecipients only. Subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) Super Circular 2 CFR 200.501 and 45 CFR 75.501. A Subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501.*

*Modifications: This Contract may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.*

Examples of items requiring Health Care Authority prior written approval include, but are not limited to, the following:

- Deviations from the budget and Project plan.
- Change in scope or objective of the Contract.
- Change in a key person specified in the Contract.
- The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
- Need for additional funding.
- Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
- Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this Contract.

No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the Health Care Authority.

*Sub-Contracting: The Contractor or Subrecipient shall not enter into a sub-contract for any of the work performed under this Contract without obtaining the prior written approval of the Health Care Authority. If sub-contractors are approved by the Health Care Authority, the subcontract, shall contain, at a minimum, sections of the Contract pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.*

*Condition for Receipt of Health Care Authority Funds: Funds provided by Health Care Authority to the Contractor or Subrecipient under this Contract may not be used by the Contractor or Subrecipient as*

a match or cost-sharing provision to secure other federal monies without prior written approval by the Health Care Authority.

**Unallowable Costs:** The Contractor or Subrecipient's expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this Contract.

**Supplanting Compliance: SABG:** If SABG funds support this Contract, the Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).

**Federal Compliance:** The Contractor or Subrecipient shall comply with all applicable State and Federal statutes, laws, rules, and regulations in the performance of this Contract, whether included specifically in this Contract or not.

**Civil Rights and Non-Discrimination Obligations:** During the performance of this Contract, the Contractor or Subrecipient shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) <http://www.hhs.gov/ocr/civilrights>.

#### **HCA Federal Compliance Contact Information**

Washington State Health Care Authority

Post Office Box 42710

Olympia, Washington 98504-2710

II. **CIRCULARS 'COMPLIANCE MATRIX'** - The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Washington State Health Care Authority (HCA), as the primary recipient of federal funds and then follow the funds to the sub-awardee, **Island County**. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

OMB CIRCULAR			
ENTITY TYPE	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments and Governmental Hospitals	OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501		
Non-Profit Organizations and Non-Profit Hospitals			
Colleges or Universities and Affiliated Hospitals			
For-Profit Organizations			

III. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) Contracts administered by the Washington State Health Care Authority.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION** : The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Contractor or Subrecipient not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause above certification in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**: The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about
  - i. The dangers of drug abuse in the workplace;
  - ii. The contractor's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
2. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (I) above;
3. Notifying the employee in the statement required by paragraph (I), above, that, as a condition of employment under the contract, the employee will—
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
4. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (III)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal

agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

5. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (III) (b), with respect to any employee who is so convicted—
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (I) through (V).

For purposes of paragraph (V) regarding agency notification of criminal drug convictions, Authority has designated the following central point for receipt of such notices:

**Legal Services Manager**

WA State Health Care Authority  
PO Box 42700  
Olympia, WA 98504-2700

**CERTIFICATION REGARDING LOBBYING:** Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative Contracts from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative Contract. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative Contract must disclose lobbying undertaken with non-Federal (nonappropriated) funds. These requirements apply to grants and cooperative Contracts EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.

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

**CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA):** The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

**The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.**

#### **CERTIFICATION REGARDING OTHER RESPONSIBILITY MATTERS**

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, HCA may terminate this transaction for cause or default.

**CONTRACTOR SIGNATURE REQUIRED**

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL:	TITLE:
PLEASE ALSO PRINT OR TYPE NAME:	
ORGANIZATION NAME: (if applicable)	DATE:

**ATTACHMENT 5: FEDERAL SUBAWARD INFORMATION**

**ATTACHMENT 5**  
**Federal Subaward Identification**  
**K8223**

<b>1.</b>	<b>Federal Awarding Agency</b>	Department of Justice
<b>2.</b>	<b>Federal Award Identification Number (FAIN)</b>	15PBJA-24-GG-04431-COAP
<b>3.</b>	<b>Federal Award Date</b>	11-15-2024
<b>4.</b>	<b>Assistance Listing Number and Title</b>	16.838 Comprehensive Opioid, Stimulant, and other Substances Use Program
<b>5.</b>	<b>Is the Award for Research and Development?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>6.</b>	<b>Contact Information for HCA's Awarding Official</b>	Teesha Kirschbaum, Assistant Director WA State Health Care Authority Division of Behavioral Health and Recovery <a href="mailto:Teesha.kirschbaum@hca.wa.gov">Teesha.kirschbaum@hca.wa.gov</a> 360-725-5925
<b>7.</b>	<b>Subrecipient name (as it appears in SAM.gov)</b>	County of Island
<b>8.</b>	<b>Subrecipient's Unique Entity Identifier (UEI)</b>	KDMTGQSAF5VS
<b>9.</b>	<b>Subaward Project Description</b>	Island County Behavioral Health and Criminal Justice Partnership
<b>10.</b>	<b>Primary Place of Performance</b>	98239 + 3138
<b>11.</b>	<b>Subaward Period of Performance</b>	Date of Execution – September 30, 2025
<b>12.</b>	<b>Amount of Federal Funds Obligated by this Action</b>	\$111,702
<b>13.</b>	<b>Total Amount of Federal Funds Obligated by HCA to the Subrecipient, including this Action</b>	\$111,702
<b>14.</b>	<b>Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)</b>	de minimus 15%

This Contract is subject to 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information. The authorized representative for the Subrecipient identified above must answer the questions below. If you have questions or need assistance, please contact [subrecipientmonitoring@hca.wa.gov](mailto:subrecipientmonitoring@hca.wa.gov).

1. Did the Subrecipient receive (1) 80% or more of its annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements?

YES     NO

2. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

YES     NO

**ATTACHMENT 6:**

**DEPARTMENT OF JUSTICE (DOJ) OFFICE OF JUSTICE PROGRAMS BUREAU OF JUSTICE  
ASSISTANCE TERMS**

As identified in the Federal Subaward Identification attachment/s, this Contract includes funds HCA received through a grant from the Department of Justice (DOJ). HCA and the Contractor intend that this Contract conforms with the requirements of the DOJ grant (award). Contractor agrees to comply with the following pass-through terms, in addition to the terms and conditions of the Contract, for contract activities funded by the DOJ grant.

Failure to comply with one or more grant requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in HCA taking appropriate action with respect to the Contractor and the Contract. Among other things, HCA may withhold funds, disallow costs, or suspend or terminate the Contract. HCA may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to HCA or the federal government related to this Contract (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

If any provision of a requirement of the DOJ grant is held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this Contract.

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of the grant/s identified in the Contract FSI/s are material requirements of the Contract. Compliance with any assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance also is a material requirement of this Contract.

2. Limited Exceptions

In certain special circumstances, the U.S. Department of Justice (DOJ) may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs (OJP) webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm)), and incorporated by reference into the award received by HCA and passed to the Contractor.

3. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Contract.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

4. Record retention and access

Records pertinent to the Contract that the Contractor must retain -- and to which the Contractor must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

5. Compliance with DOJ Grants Financial Guide

Contractor agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

6. Requirement to report potentially duplicative funding

If the Contractor currently has other active awards or subawards of federal funds, or if the Contractor receives any other award of federal funds during the period of performance for this Contract, the Contractor promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this Contract. If so, the Contractor must promptly notify the HCA Contract Manager in writing of the potential duplication. HCA may require a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

7. Employment eligibility verification for hiring under the Contract

a. The Contractor and any subrecipient at any tier must—

- i. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with Contract funds, the Contractor (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
- ii. Notify all persons associated with the Contractor (or any subrecipient) who are or will be involved in activities under this Contract of both--
  1. this requirement for verification of employment eligibility, and
  2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- iv. As part of the recordkeeping for the Contract (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring

Contractor will cooperate with HCA's monitoring responsibilities of Contractor's compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, Contract funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

i. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this Contract" specifically includes (without limitation) any and all Contractor (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with Contract funds.

ii. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Contractor (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the Contractor (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with Contract funds.

iii. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

e. Nothing in this condition shall be understood to authorize or require the Contractor, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

f. Nothing in this condition shall be understood to relieve the Contractor, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E- Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

8. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Contractor (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Contractor's breach procedures must include a requirement to report actual or imminent breach of PII to HCA as identified in the Contract no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

9. Approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

Contractor will notify the HCA Contract Manager of any procurement contract funded by this Contract that may exceed \$250,000. The Contractor, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)) and are incorporated by reference here.

10. Unreasonable restrictions on competition under the award; association with federal government

**SCOPE.** This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this Contract, whether by the Contractor or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- a. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- the Contractor (or subrecipient, at any tier) may not (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by US DOJ.

- b. Monitoring

Contractor will cooperate with HCA to fulfill HCA's responsibility to monitor Contractor's compliance with this condition.

- c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, Contract funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

- i. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- ii. Nothing in this condition shall be understood to authorize or require the Contractor, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

11. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and HCA's authority to terminate award)

The Contractor, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Contractor, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Contractor or of any subrecipient.

The details of the Contractor's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>

Prohibited conduct by Contractor and subrecipients related to trafficking in persons (including reporting requirements and HCA's authority to terminate award) and are incorporated by reference here.

12. Determination of suitability to interact with participating minors

This condition applies to this Contract if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the Contract (whether by the Contractor, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The Contractor, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings,

trainings, and other events

The Contractor, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this Contract appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

#### 14. Requirement for data on performance and effectiveness

The Contractor must collect and maintain data that measure the performance and effectiveness of work as identified in this Contract. The data must be provided to HCA in the manner (including within the timeframes) specified by HCA in this Contract, the solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

#### 15. OJP Training Guiding Principles

Any training or training materials that the Contractor -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

#### 16. Effect of failure to address audit issues

The Contractor understands and agrees that HCA may withhold Contract funds, or may impose other related requirements, if (as determined by HCA) the Contractor does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this Contract), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

#### 17. Potential imposition of additional requirements

The Contractor agrees to comply with any additional requirements that may be imposed by HCA during the period of performance for this Contract, if the Contractor is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

#### 18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Contractor, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

#### 19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Contractor, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain

"education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Contractor, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to the Contractor and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Contractor, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Contractor, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

22. Compliance with general appropriations-law restrictions on the use of federal funds

The Contractor, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by the Contractor (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the Contractor is to ask the HCA Contract Manager for guidance and may not proceed without the express prior written approval of the HCA Contract Manager.

23. Reporting potential fraud, waste, and abuse, and similar misconduct

The Contractor, and any subrecipients ("subgrantees") at any tier, must promptly refer to HCA as required by the Contract, and the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar

misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this Contract should be reported to HCA as required by the Contract and the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

#### 24. Restrictions and certifications regarding non-disclosure agreements and related matters

Neither the Contractor nor a subrecipient ("subgrantee") under this Contract, or entity that receives a procurement contract or subcontract with any funds under this Contract, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- a. In accepting this Contract, the Contractor—
  - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of Contract funds, will provide prompt written notification to the HCA Contract Manager, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by them.
- b. If the Contractor does or is authorized under this Contract to make subawards ("subgrants"), procurement contracts, or both-- it represents that--
  - i. it has determined that no other entity that may or will receive Contract funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- iii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this Contract is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of Contract funds to or by that entity, will provide prompt written notification to the HCA Contract Manager, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by them.

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Contractor (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Contractor also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether Contractor is designated "high risk" by a federal grant-making agency outside of DOJ

If the Contractor is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the period of performance the Contract, the Contractor must disclose that fact and certain related information in writing to the HCA Contract Manager. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Contractor's past performance, or other programmatic or financial concerns with the Contractor.

The Contractor's disclosure must include the following:

- a. The federal awarding agency that currently designates the Contractor high risk.
- b. The date the Contractor was designated high risk.
- c. The high-risk point of contact at that federal awarding agency (name, phone number, and email address).
- d. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The Contractor agrees that federal funds under this Contract will be used to supplement but not supplant state or local government funds.
29. The State/Territory (State) will coordinate the design and implementation of treatment programs between State correctional representatives and the State alcohol and drug abuse agency (and, if appropriate, between representatives of local correctional agencies and representatives of either the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially where there is opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program).
30. The Contractor agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.
31. The State/Territory (State) will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
32. The Contractor agrees that Contract funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of Contract funds.
33. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

34. Cash compensation

With respect to this Contract, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the Contractor at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (Contractor may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this Contract may be waived on an individual basis at the discretion of the HCA Contract Manager.

35. The Contractor agrees to submit to the HCA Contract Manager for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this Contract at least sixty (60) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the Contractor's or government's expense, shall contain the following statements:

"This project was supported by Grant No.**15PBJA-24-GG-04431-COAP** awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and

the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36. Justification of consultant rate

A detailed justification must be submitted to and approved by the HCA Contract Manager prior to obligation or expenditure of any consultant rate in excess of \$650 per day.

37. Contractor understands and agrees that it must cooperate with HCA to allow HCA to submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>).

For more detailed information on reporting and other requirements, refer to BJA's website. Failure to cooperate with HCA to submit required reports by established deadlines may result in the freezing of Contract funds and a High-Risk designation by HCA.

38. Contractor understands and agrees that, to the extent that substance abuse treatment and related services are funded by this Contract, they will include needed treatment and services to address opioid abuse reduction.

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures****ATTACHMENT 7:****QUARTERLY REPORT – COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE PROGRAM****BUREAU OF JUSTICE ASSISTANCE****COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE PROGRAM  
PERFORMANCE MEASURES QUESTIONNAIRE****GENERAL AWARD ADMINISTRATION**

I. Is this the last reporting period for which the award will have data to report? For example, *all funds have been expended and the award is in the process of closing out in the Justice Grants (JustGrants) system.*

A. Yes/No (*If Yes, you must answer the questions in the Closeout section and the Goals and Objectives section. After completion, a final report will be created when closing out the Performance Measurement Tool [PMT] reporting requirements.*)

**GRANT ACTIVITY**

2. Was there grant activity during the reporting period? There is grant activity when the grantee *has obligated, expended, or drawn down grant funds to implement objectives proposed in the Bureau of Justice Assistance (BJA)-approved grant application. If Yes, the program becomes operational and should remain so until the grant closes out. If No, select all the reasons that apply for no grant activity during the reporting period and proceed to the Goals and Objectives section.*

A. Yes/No  
B. If No, select from the following responses: (*Then skip to the Goals and Objectives section*)

Reason(s) for no grant activity during the reporting period	Select all that apply
In procurement	<input type="checkbox"/>
Project or budget not approved by agency, county, city, or state governing agency	<input type="checkbox"/>
Seeking subcontractors (request for proposal stage only)	<input type="checkbox"/>
Waiting to hire project manager, additional staff, or coordinating staff	<input type="checkbox"/>
Paying for the program using prior federal funds	<input type="checkbox"/>
Administrative hold (e.g., court case pending)	<input type="checkbox"/>
Still seeking budget approval from BJA	<input type="checkbox"/>
Waiting for partners or collaborators to complete the application	<input type="checkbox"/>
Other	<input type="checkbox"/>

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

If Other, explain:

3. Indicate the amount of project funding you receive from each of the following sources. *Only include funding related to the project outlined in your grant application. The amounts entered should reflect total project funding for the life of the Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) (formerly COAP/COSSAP) award.*

	<b>Funding Source</b>	<b>Dollar Amount</b>	<b>Percent</b>
A.	COSSUP grant funding		<autocalc>
B.	Other (Non-COSSUP) BJA grant funding		<autocalc>
C.	Other DOJ grant funding		<autocalc>
D.	CDC grant funding		<autocalc>
E.	SAMHSA grant funding		<autocalc>
F.	Other federal grant funding		<autocalc>
G.	State funding		<autocalc>
H.	Local funding		<autocalc>
I.	Private funding		<autocalc>
J.	In-kind support		<autocalc>
K.	Other		<autocalc>
	If Other, explain:		
		Total <auto fill sum>	<auto fill sum>

Notes: BJA – Bureau of Justice Assistance

CDC – Centers for Disease Control and Prevention

DOJ – Department of Justice

SAMHSA – Substance Abuse and Mental Health Services Administration

## SITE/PROJECT INFORMATION

**This section's purpose is to collect baseline information about COSSUP. All of these questions are required during the first reporting period and will carry forward into subsequent reporting periods. Your responses can be updated as needed.**

4. Provide the name and contact information for the Project Director that your agency will be working with as part of this COSSUP. *If there has been a change in the Project Director, please update. [Carry forward]*

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

A. Name: \_\_\_\_\_

B. Contact information:  
 Phone number: \_\_\_\_\_  
 Email address: \_\_\_\_\_

5. Has there been a change in your COSSUP Project Director during the reporting period?

A. Yes/No  
 B. If Yes, describe: \_\_\_\_\_

6. Does your COSSUP include a researcher or a research partner? **[Carry forward]**

A. Yes/No **(If No, skip to question 9)**

7. Provide the primary point of contact (POC) for the researcher/research partner that your agency will be working with as part of COSSUP. *If there has been a change in the researcher/research partner POC, please update.* **[Carry forward]**

A. Name: \_\_\_\_\_

B. Contact information:  
 Agency name: \_\_\_\_\_  
 Phone number: \_\_\_\_\_  
 Email address: \_\_\_\_\_

8. Has there been a change in your COSSUP researcher/research partner or a significant change in the research team during the reporting period?

A. Yes/No  
 B. If Yes, describe: \_\_\_\_\_

9. Do you have a webpage for your program? **[Carry forward]**

A. Yes/No  
 B. If Yes, provide the URL: \_\_\_\_\_

10. What geographic area is served by your grant activities? **[Carry forward]**

A.  A geographic area within a single city/county  
 B.  A single city/county  
 C.  Multiple geographic areas within a single state (e.g., multiple cities or counties)  
 D.  The entire state  
 E.  Multistate

11. How would you describe the geographic area served by your grant activities? **[Carry forward]**

A.  Urban (i.e., a large city with 50,000 or more people)  
 B.  Suburban (i.e., a territory outside of a large city with a population of 2,500 to 50,000 people or more)

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C.  Rural (i.e., a territory that encompasses all people and housing not included within a suburban, urban, or tribal area)

D.  Mixed (i.e., some combination of the above designations)

12. Are any of your funds going to a tribal territory or community, and/or does the project serve a tribal community? A tribal territory is one that contains a concentration of people who identify with a federally recognized tribe. **[Carry forward]**

A. Yes/No

B. If Yes, identify the tribal territory: \_\_\_\_\_

13. In which of the following ways were data analysis findings applied to your program during the reporting period? Select all that apply.

A.  Analysis was not conducted during this reporting period

B.  Analysis was conducted this reporting period, but findings were not applied in any way

C.  Informed our understanding of the problem of focus

D.  Informed decisions to improve program implementation

E.  Incorporated into program evaluation (e.g., outcome, process)

F.  Presented as results/recommendations to the program leadership, staff, or workgroup

G.  Communicated as results/recommendations to groups outside of the workgroup (e.g., local government, community organizations, media)

14. Indicate the major obstacles the program faces when providing treatment and recovery support services in your area. Select all that apply. **[Carry forward]**

A.  We are not facing any major obstacles to providing services

B.  Lack of public transportation

C.  Limited availability of appropriate substance abuse treatment services

D.  Limited availability of recovery support services

E.  Limited public support for services and/or facilities

F.  Limited hours of service

G.  Limited client participation/commitment

H.  Other, describe: \_\_\_\_\_

15. What obstacles, if any, did you encounter over the last reporting period that has had an impact on your project? Select all that apply.

A.  No obstacles or barriers (N/A)

B.  Access to data

C.  Level of referrals to our program

D.  Collaboration/Coordination between partner agencies

E.  Hiring project staff

F.  Staff turnover

G.  Retaining treatment providers

H.  Competing agency priorities

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

- I.  Funding
- J.  Legal obstacles
- K.  Concerns about confidentiality
- L.  Differences in program implementation between partners
- M.  Technology challenges
- N.  Federal grant administration issues (e.g., unable to secure approval)
- O.  Training and Technical Assistance (TTA) provider issues
- P.  Other, describe: \_\_\_\_\_

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

16. Indicate the extent to which you use the following strategies with regard to your problem of focus (e.g., identifying overdose survivors, increasing the use of diversion or alternatives to incarceration programs). Select **N/A** if the stated strategy is not relevant to your problem of focus. Select **Unavailable** if the stated strategy is not available in your area of service.

<b>Strategy</b>	<b>N/A</b>	<b>Unavailable</b>	<b>Never</b>	<b>Rarely</b>	<b>Sometimes</b>	<b>Frequently</b>
			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Screening to identify individuals at high risk for overdose	<input type="checkbox"/>					
Screening to identify individuals with substance abuse disorders	<input type="checkbox"/>					
Screening to identify crime victims	<input type="checkbox"/>					
Law enforcement diversion programs	<input type="checkbox"/>					
Prosecutor-led diversion programs	<input type="checkbox"/>					
Pretrial diversion programs	<input type="checkbox"/>					
Treatment courts (e.g., drug courts)	<input type="checkbox"/>					
Probation services designed to meet the needs of individuals with substance abuse disorders	<input type="checkbox"/>					
Jail- or prison-based substance abuse treatment programs	<input type="checkbox"/>					
Reentry programs	<input type="checkbox"/>					
Victim services programs	<input type="checkbox"/>					
Peer recovery services	<input type="checkbox"/>					
Treatment services in rural communities within our service area	<input type="checkbox"/>					
Naloxone distribution/deployment	<input type="checkbox"/>					
Medication-Assisted Treatment (MAT)	<input type="checkbox"/>					
Overdose prevention programs	<input type="checkbox"/>					
Public education campaigns	<input type="checkbox"/>					
Outreach to other professionals	<input type="checkbox"/>					
Hot spot analysis (e.g., identifying geographic areas with a cluster of individuals at high risk for substance abuse or overdose)	<input type="checkbox"/>					
Targeted educational interventions in hot spots	<input type="checkbox"/>					
Substance abuse prevention coalitions	<input type="checkbox"/>					

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

17. What kind of services are you delivering, or do you plan to deliver remotely? Select N/A if your program does not, and will not, offer the particular service remotely. **[Carry forward]**

<b>Service</b>	<b>N/A</b>	<b>Currently Deliver Remotely</b>	<b>Plan to Deliver Remotely</b>
Screening and assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Group therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Individual therapy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prescribing and monitoring medication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervision check-ins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Online curriculum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Court check-ins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recovery support services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Other, explain:			

18. Rate the following COSSUP workgroup partners based on this statement, "This partner was actively involved in COSSUP this reporting period." Rate your partners on a scale of 1–5 as indicated below. If you have multiple partners in a category, rate them as a whole. If a partner fits in more than one category, rate them in the one category that fits the best for that partner. Do not rate yourself. Select N/A if you do not have a COSSUP workgroup.

<b>This partner is actively involved in COSSUP:</b>	<b>N/A</b>	<b>Strongly Disagree</b>	<b>Disagree</b>	<b>Neither Agree nor Disagree</b>	<b>Agree</b>	<b>Strongly Agree</b>
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
County/City leadership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tribal leadership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Federal law enforcement agencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
State law enforcement agencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Local law enforcement agencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
High-intensity drug trafficking areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pretrial service organizations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

<b>This partner is actively involved in COSSUP:</b>	<b>N/A</b>	<b>Strongly</b>	<b>Disagree</b>	<b>Neither Agree nor Disagree</b>	<b>Agree</b>	<b>Strongly Agree</b>
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Prosecutor's office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public defender's office/defense attorney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Probation/Parole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jail/Corrections administrators	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reentry services providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Health care providers/public health	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mental health providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Substance abuse disorder treatment providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Child protective services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community-based service providers (e.g., housing, employment)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Substance abuse prevention groups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recovery community representatives/peers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject matter experts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Foundations/Philanthropic organizations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Researcher, evaluator, or statistical analysis centers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Victim advocates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Faith community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Neighborhood community groups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Other, explain:						

## Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

19. Rate your level of agreement with the following statement.

The following stakeholders exhibit a high level of collaboration with one another:	N/A	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
		1	2	3	4	5
Criminal courts and child welfare agencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Local and state law enforcement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Local and federal law enforcement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
State and federal law enforcement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Criminal justice agencies and substance abuse treatment providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Healthcare providers and substance abuse treatment providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Probation/parole and substance abuse treatment providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Victim services and local first responders (e.g., police, fire, and emergency medical services [EMS])	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## TRAINING AND TECHNICAL ASSISTANCE

This section's purpose is to measure training availability on COSSUP initiatives during reporting periods. This section also focuses on the frequency and quality of TTA provided by BJA-funded training assistance partners. The overall Office of Justice Programs performance measures related to this section are:

- Percentage of grantees receiving technical assistance
- Percentage of grantees providing training to staff

20. Did the COSSUP provide or facilitate training to project workgroup members or other groups or organizations (e.g., first responders, victim services providers, and child protective services professionals) during the reporting period? Your workgroup is defined as a larger group of stakeholders who have a vested interest in the project and may include any agencies involved in the planning or implementation of COSSUP. Also include training provided to first responders, victim services providers, and child protective services professionals.

A. Yes/No (*If No, skip to question 22*)

B. If Yes, how many trainings were completed during the reporting period: \_\_\_\_\_

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21. For each of the trainings completed during the reporting period, indicate the number of individuals who attended the training and the length of the course in hours. *Count each person only once per training topic, regardless of how many times he/she attended the training.*

Training Name	Number of Training Sessions Completed	Number of People Trained	Length of Course	Training Provider
[Open text]			[Open text]	[Open text]
[Open text]			[Open text]	[Open text]
[Open text]			[Open text]	[Open text]

22. Did you/your agency/entire workgroup receive any technical assistance from a BJA-funded provider during the reporting period? *Technical assistance can be defined as using a partner for assistance implementing programs, strategic planning, curriculum development, data analysis, meetings, fostering relationships, trainings, research and information requests, and other technical areas that would supplement your COSSUP.*

A. Yes/No (*If No, skip to question 24*)

B. If Yes, how many TTA providers did you work with during the reporting period: \_\_\_\_\_

23. For each technical assistance provider you interacted with during the reporting period, enter the following information. *The number of entries should equal the number you entered in question 22B.*

Name of Technical Assistance Provider	Nature of Contact (select all that apply)	Number of Engagements	Satisfaction	Feedback on Your Encounters with This Provider
[Open Text]	<ul style="list-style-type: none"> <li>• Phone call</li> <li>• In-person meeting</li> <li>• Video conference</li> <li>• Site visit</li> <li>• Conference</li> <li>• Other (describe) _____</li> </ul>	[Positive whole number]	<ul style="list-style-type: none"> <li>• Very satisfied</li> <li>• Satisfied</li> <li>• Neither satisfied nor dissatisfied</li> <li>• Dissatisfied</li> <li>• Very dissatisfied</li> </ul>	[Open Text]

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures****TRAINING DEVELOPMENT**

For each training course/curriculum your organization developed that was paid for in full or in part with COSSUP funds, answer the following questions. Repeat these questions as necessary to cover all trainings or curricula developed.

24. Were COSSUP grant funds used to develop a training course or curriculum?

- A. Yes/No (*If No, skip to next section*)
- B. If Yes, materials/curricula should be submitted to BJA via the JustGrants system with your progress report.

25. What type of training course/curriculum was developed?

- A.  Certification training (i.e., training required to obtain a certification)
- B.  In service/annual training (i.e., training required to keep certification active or maintain proficiency)
- C.  Skill building (i.e., training that increases the skill or knowledge of employees in a particular area)
- D.  Leadership/Management (i.e., training for managers or administrators)
- E.  Conference
- F.  Other, describe: \_\_\_\_\_

26. Describe the developed training course/curriculum. *Include the targeted audience, primary sources used in the development of your curriculum, and a brief overview.*

\_\_\_\_\_

\_\_\_\_\_

27. How many hours is the training course/curriculum designed to last? A 1-day course is typically classified as an 8-hour course, and a week-long course is typically classified as a 40-hour course.

- A.  hours

28. What is the intended mode of delivery for your training course/curriculum? Select all that apply.

- A.  Classroom based (e.g., in-person, face-to-face)
- B.  Web based (e.g., webinar)
- C.  Prerecorded (e.g., training videos)
- D.  Self-study (e.g., manuals, guidebooks, or other materials)
- E.  Other, describe: \_\_\_\_\_

*If needed, repeat the above set of Training Development questions until all trainings or curricula developed are covered.*

## Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

## OUTREACH, AWARENESS, AND PREVENTION ACTIVITIES

29. Did the COSSUP-funded program conduct any training, outreach, awareness, or prevention activities during the reporting period? *Community outreach and prevention could include activities like producing public service announcements, hosting an online or in-person presentation or meeting, providing training in the use of naloxone, etc. Do not include internal or external trainings.*

A. Yes/No (*If No, skip to next section*)

30. Indicate the type of training, outreach, awareness, and prevention activities supported by COSSUP during the reporting period. *Select one at a time and enter up to five per quarter.*

- A.  Train individuals on how to use naloxone
- B.  Implement a media campaign targeting the general public (*Skip to next section*)
- C.  Provide training and other professional development opportunities to increase the number of providers, including physicians, behavioral health providers, advanced practice nurses, pharmacists, and other health and social service professionals, who are able to identify and treat substance abuse disorder (SUD) and opioid use disorder (OUD) (*Skip to questions 32—34*)
- D.  Increase the number of providers who use a Prescription Drug Monitoring Program (*Skip to questions 32—34*)
- E.  Provide education to improve family members' or caregivers' understanding of evidence- based treatments and prevention strategies for SUD or OUD (*Skip to questions 32—34*)
- F.  Implement or expand community-based prevention programs that are evidence- based to prevent misuse of opioids, stimulants, and other substances (*Skip to questions 32—34*)
- G.  Implement or expand non-law-enforcement-led, school-based prevention programs that are evidence-based to prevent misuse of opioids, stimulants, and other substances (*Skip to questions 32—34*)
- H.  Identify and screen individuals who are at risk of SUD/OUD (*Skip to question 35*)
- I.  Implement or expand drug take-back programs (*Skip to questions 36—37*)
- J.  Implement or expand hepatitis or HIV testing for individuals with OUDs (*Skip to question 38*)
- K.  Implement or expand a syringe exchange program (*Skip to question 38*)

31. How many of the following types of individuals received training in the use of naloxone through COSSUP during the reporting period? *Only count individuals in the category that best describes their role.*

- A. General public \_\_
- B. Opioid or stimulant users \_\_
- C. Family/Friends of opioid or stimulant users \_\_
- D. Law enforcement \_\_
- E. EMS \_\_
- F. Healthcare workers \_\_

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

- G. Probation or parole workers \_\_
- H. Social workers or outreach workers \_\_
- I. Recovery coaches \_\_
- J. Criminal justice/corrections staff \_\_
- K. Treatment staff \_\_
- L. Victim services providers \_\_
- M. Youth serving organizations (e.g., schools, athletic leagues, or faith-based organizations)

---

N. Other, describe: \_\_\_\_\_

32. Select the target audience for the training, outreach, awareness, or prevention activity.

*Select all that apply.*

- A. \_\_\_ General public
- B. \_\_\_ Law enforcement
- C. \_\_\_ EMS
- D. \_\_\_ Healthcare workers
- E. \_\_\_ Probation/Parole workers
- F. \_\_\_ Social workers or outreach workers
- G. \_\_\_ Recovery coaches
- H. \_\_\_ Criminal justice/corrections staff
- I. \_\_\_ Treatment staff
- J. \_\_\_ Family/Friends of opioid or stimulant users
- K. \_\_\_ Victim services providers
- L. \_\_\_ K-12 schools
- M. \_\_\_ Faith-based communities
- N. \_\_\_ Other youth-serving organizations (e.g., athletic leagues, faith-based organizations)
- O. \_\_\_ Other, describe: \_\_\_\_\_

33. Describe the method of delivery for the training, outreach, awareness, or prevention activity. *Select all that apply.*

- A. \_\_\_ In-person training/meeting/talk
- B. \_\_\_ Online training
- C. \_\_\_ Other, describe: \_\_\_\_\_

34. How many total people attended a training, outreach, awareness, or prevention activity during the reporting period?

- A. Number of adults (18+)\_\_\_\_
- B. Number of youth (under 18)\_\_\_\_
- C. Not tracked \_\_\_\_

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

35. How many individuals were screened during the reporting period? \_\_\_\_\_

36. During the reporting period, how many local, state, or national Take Back Day events did you coordinate/participate in with a law enforcement agency?

- Number of events \_\_\_\_\_
- Pounds of controlled substances recovered \_\_\_\_\_

37. During the reporting period, how many pounds of controlled substances were received and disposed of in locations with receptacles where you have assisted with the coordination and installation? *Exclude any controlled substance already reported during Take Back Days (the previous question).*

- Pounds of controlled substances received \_\_\_\_\_
- Of those, pounds of controlled substances disposed of \_\_\_\_\_

38. How many individuals received services during the reporting period? \_\_\_\_\_

*If needed, repeat the above set of Outreach, Awareness, and Prevention Activities questions until all prevention or outreach activities are covered (up to five per quarter).*

## DIVERSION, RECOVERY SUPPORT, AND SUBSTANCE ABUSE TREATMENT SERVICES

The measures in this section are intended to describe the number of participants receiving services and types of services being provided.

39. Indicate if you used COSSUP funds to operate any of the following types of programs during the reporting period. Select *only those programs that you are directly supporting with COSSUP funds.* (*Questions 40—46 required unless otherwise noted*)

*If first responder/law enforcement diversion program is selected in question 39, questions 42—46 are required*

- First responder/law enforcement diversion program  
*(Questions 40—42 required; then skip to question 47)*
- Pretrial diversion program overseen by a pretrial supervision agency
- Prosecutor diversion program overseen by a prosecutor's office
- Court-based diversion program
- Family drug court program
- Tribal healing-to-wellness court
- Jail-based program focused on programming while inmates are in custody
- Jail-based reentry program focused on preparing inmates to leave jail custody
- Prison reentry program focused on preparing inmates to leave prison
- Probation program (*Skip to next section*)
- We are not using COSSUP funds to operate any of the above activities

40. How many individuals experienced a non-fatal overdose during the reporting period in your target area? \_\_\_\_\_

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

41. What entities refer/identify individuals to your program? Select *all that apply*. **[Carry forward]**

- A.  Police officer/police employees
- B.  Sheriff's department staff
- C.  Fire department employees
- D.  EMS staff
- E.  Prosecutor's office
- F.  Defense attorney/public defender
- G.  Pretrial services
- H.  Courts
- I.  Probation
- J.  Parole
- K.  Jail/Prison staff
- L.  Reentry services providers
- M.  Substance abuse treatment providers
- N.  Child protective services
- O.  Court clinicians
- P.  School staff
- Q.  Self-referral
- R.  Hospital emergency department staff
- S.  Other health care providers
- T.  Friends and/or family
- U.  Victim services providers
- V.  N/A

42. Who is the lead for the first responder diversion program? If you have co-leads, select *all that apply*. **[Carry forward]**

- A.  Sheriff's office
- B.  Police department
- C.  EMS
- D.  Fire department
- E.  Combined fire department/EMS
- F.  Community/Advocacy agency
- G.  Social service agency
- H.  Behavioral health agency
- I.  City, county, or state public health agency
- J.  Tribal agency
- K.  Other, describe: \_\_\_\_\_

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

43. How do individuals enter your first responder diversion program? Select all that apply.

*[Carry forward]*

- A.  An individual voluntarily initiates contact with a first responder agency for a treatment referral; if contact is initiated with a law enforcement agency, the individual makes the contact without fear of arrest. *(Question 45 is required)*
- B.  A first responder intentionally identifies or seeks an individual(s) to refer or engage with treatment and not for the purposes of criminal investigation. *(Question 45 is required)*
- C.  A first responder or program partner conducts outreach to engage an individual in linkage to treatment, specifically in response to an individual that has had a recent opioid overdose. *(Question 45 is required)*
- D.  A first responder provides treatment referral/engagement during routine activities (e.g., patrol, response to service call). Note: If law enforcement is the first responder, no charges are filed or arrests made. *(Question 45 is required)*
- E.  (Only applicable for law-enforcement-led diversion) The law enforcement first responder provides treatment referrals/engagement during routine activities (e.g., patrol), but the person is not booked into the justice system. Instead, the charges are held in abeyance or citations are issued that include a requirement for completion of treatment initiation or a treatment plan. *(Question 46 is required)*
- F.  Other, describe: \_\_\_\_\_

44. Which individuals are identified for intervention in your program? Select all that apply. *[Carry forward]*

- A.  N/A
- B.  Individuals that frequent known opioid or stimulant use or overdose hot spot locations such as drug markets or transient housing
- C.  Individuals who are high utilizers of health and/or justice resources
- D.  Individuals who are identified through state Prescription Drug Monitoring

45. Are you using any of the following branded models? Select all that apply. *[Carry forward]*

- A.  Angel/Police Assisted Addiction Recovery Initiative (PAARI)
- B.  Quick Response Team (QRT)
- C.  Law Enforcement Assisted Diversion (LEAD)
- D.  Civil citation
- E.  Safe station
- F.  Other, describe: \_\_\_\_\_

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

**46. What recovery support services are coSSUP grant funds supporting in whole or in part?**

*Select all that apply.*

- A.  The program is not providing recovery support with COSSUP funds (*Skip to question 54*)
- B.  Peer support or recovery coaching
- C.  Family counseling
- D.  Food and nutrition assistance
- E.  Housing support services
- F.  Employment assistance
- G.  Case management
- H.  Faith-based support
- I.  Vocational training
- J.  Education (e.g., GED support)
- K.  Family reunification services
- L.  Transportation assistance
- M.  Assistance with benefits applications
- N.  Tribal/Cultural healing
- O.  Other, describe: \_\_\_\_\_

**47. Through what mechanisms are referrals to recovery support services made? Select all that apply. *[Carry forward]***

- A.  Individuals receive written information (e.g., card, flyer, brochure, or handout) about treatment and/or services resources
- B.  Individuals receive a written referral to a treatment and/or services provider by the program
- C.  Individuals receive a treatment and/or services appointment at a specific date and time by the program
- D.  Individuals receive a “warm handoff” via a personal introduction by the program to treatment/recovery/peer/case managers in real time for assessment and coordination of treatment planning
- E.  Other, describe: \_\_\_\_\_

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

48. Enter the number of individuals receiving recovery support services through referrals to other agencies/community support groups or through your program. Count the number of individuals with an SUD/OUD. Family members referred to recovery support services should be counted in question 51. The cumulative total column will automatically display the count of all individuals referred to and receiving recovery support services since your program began reporting data in the PMT.

<b>Performance Measure</b>	<b>Number of People</b>	<b>Cumulative Total</b>
A. During the reporting period, how many individuals were referred to recovery support services through your program or other agencies/community support groups? Report individuals only the first time they are referred.		<auto fill>
B. Of those, how many individuals received recovery support services? Do not include individuals who began receiving services in a previous reporting period.		<auto fill>
C. Of those individuals that were referred to or received recovery support services, how many were identified as crime victims? If your program is working with a victim services provider, provide additional information about these individuals in the Supporting Crime Victims and Child Welfare section.		<auto fill>

49. For those participants receiving recovery support services during the reporting period, how many are receiving services for:

- A. Less than 30 days? \_\_
- B. 30 days or more? \_\_

50. For those participants who stopped receiving recovery support services during the reporting period, how many received services for:

- A. Less than 30 days? \_\_
- B. 30 days or more? \_\_

51. How many friends/family members of program participants were referred to recovery support services during the reporting period? \_\_\_\_\_

52. Of those (from question 51), how many were identified as crime victims?

- A. number identified as crime victims \_\_
- B. Not tracked \_\_

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

53. What substance abuse or co-occurring treatment services do you fund using your COSSUP funds? Select all that apply.

- A.  The program is not providing substance abuse or co-occurring treatment services with COSSUP funds (*Skip to next section*)
- B.  Outpatient substance abuse treatment
- C.  Intensive outpatient substance abuse treatment
- D.  Residential substance abuse treatment
- E.  Partial Hospitalization Program (PHP)
- F.  Inpatient withdrawal management (detoxification)
- G.  MAT (*Question 54 required*)
- H.  Mental health assessment and/or treatment
- I.  Family therapy
- J.  Trauma treatment

54. Which mat medications are offered to individuals in the program?

- A.  Methadone
- B.  Buprenorphine (Suboxone, Subutex)
- C.  Naltrexone (Vivitrol)

55. Through what mechanisms are referrals to substance abuse or co-occurring treatment services made? Select all that apply. [*Carry forward*]

- A.  Individuals receive written information (e.g., card, flyer, brochure, or handout) about treatment and/or services resources
- B.  Individuals receive a written referral to a treatment and/or services provider by the program
- C.  Individuals receive a treatment and/or services appointment at a specific date and time by the program
- D.  Individuals receive a “warm handoff” via a personal introduction by the program to treatment/recovery/peer/case managers in real time for assessment and coordination of treatment planning
- E.  Other, describe: \_\_\_\_\_

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

56. Enter the number of individuals receiving substance abuse or co-occurring treatment services through referrals to other agencies or through your program. *The cumulative total column will automatically display the count of all individuals referred to and receiving recovery support services since your program began reporting data in the PMT.*

	<b>Performance Measure</b>	<b>Number of People</b>	<b>Cumulative Total</b>
A.	During the reporting period, how many individuals were referred to substance abuse or co-occurring treatment services through your program or other agencies you referred them to? <i>Report individuals only the first time they are referred.</i>		<auto fill>
B.	During the reporting period, how many individuals were assessed for substance abuse or co-occurring disorders? <i>Report individuals only the first time they are assessed for services.</i>		<auto fill>
C.	Of those, how many individuals received substance abuse or co-occurring treatment services? <i>Do not include individuals who began receiving services in a previous reporting period.</i>		<auto fill>

57. On average, how long does it take for an individual to begin receiving substance abuse or co-occurring treatment services after receiving a referral?

A. \_\_\_\_ Days

58. For those participants receiving substance abuse or co-occurring treatment services during the reporting period, how many received services for:

- A. Less than 30 days? \_\_\_\_
- B. 30 days or more? \_\_\_\_

59. For those participants who stopped receiving substance abuse or co-occurring treatment services during the reporting period, how many received services for:

- A. Less than 30 days? \_\_\_\_
- B. 30 days or more? \_\_\_\_

60. Since the beginning of the program, how many subsequent overdose events did program participants experience (fatal or nonfatal) in the specified periods of time following their referral into the program? *Each overdose event should be counted as a separate incident. This measure should be updated each quarter, providing the total over the life of the grant.*

- A. In the first 2 weeks: \_\_\_\_ events
- B. In the first month: \_\_\_\_ events
- C. In the first 3 months: \_\_\_\_ events
- D. In the first 6 months: \_\_\_\_ events

## Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

61. Since the beginning of the program, how many individual participants experienced subsequent overdose events (fatal or nonfatal) in the specified period of time following their referral into the program? *Each person should be counted individually. This measure should be updated each quarter, providing the total over the life of the grant.*

- A. In the first 2 weeks: \_\_ participants
- B. In the first month: \_\_ participants
- C. In the first 3 months: \_\_ participants
- D. In the first 6 months: \_\_ participants

62. Indicate the number of program participants who had the specified number of contacts with their case manager during their first 30 days. A contact could include an in-person meeting, phone call, or series of electronic messages.

- A. 0 contacts within 30 days: \_\_ participants
- B. 1—2 contacts within 30 days: \_\_ participants
- C. 3—4 contacts within 30 days: \_\_ participants
- D. 5 or more contacts within 30 days: \_\_ participants

### OPIOID AND STIMULANT DATA COLLECTION ACTIVITIES

The measures in this section are intended to gather information about enhanced data collections and analysis efforts funded with COSSUP dollars.

63. Did your COSSUP use grant funds to develop or enhance data collection and analysis?

Select Yes if you used funds to support any type of data collection including Overdose Detection Mapping Application Program (ODMAP), overdose fatality review, expedited data collection from medical examiners/coroners, etc.

- A. Yes/No (*If No, skip to next section*)

64. Indicate if you used COSSUP funds to operate any of the following types of data collection and analysis during the reporting period. Select only those programs that you are directly supporting with COSSUP funds. Select all that apply. *[Carry forward]*

- A. \_\_\_ Implement or expand an overdose fatality review program
- B. \_\_\_ Conduct rapid assessment to quickly gather data in response to a question or crisis requiring timely intervention, such as a spike in overdoses
- C. \_\_\_ Conduct testing of drug paraphernalia such as syringes or glassine bags that are collected from syringe exchange programs or from public areas, where the syringe users are anonymous
- D. \_\_\_ Collaborate with medical examiners or coroners to expedite access to preliminary data on suspected overdose deaths prior to forensic toxicology data
- E. \_\_\_ Expedite toxicology analysis and utilize screening kits and new technology for potentially novel or counterfeit drugs
- F. \_\_\_ Administer voluntary and anonymous interviews and collect urine specimens from arrestees in a booking facility or jail on a monthly or quarterly basis to assess the dimension of the local substance abuse problem

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- G.  Implement or expand the use of ODMAP
- H.  Implement systems to identify infants and children exposed to parental opioid use
- I.  Other, describe: \_\_\_\_\_

**SUPPORTING CRIME VICTIMS AND CHILD WELFARE**

The measures in this section are intended to gather information about services provided to crime victims who have been impacted by the opioid epidemic and the reemergence of stimulant abuse (e.g., drug-endangered children, victims of child abuse or neglect, domestic violence, human trafficking, identity theft).

**65.** Did your COSSUP use grant funds to develop partnerships with a victim services provider(s) to assist crime victims impacted by the opioid epidemic and the reemergence of stimulant abuse? *Select Yes if you received funds to support combination of victim services (through a victim services partnership) and general substance abuse treatment and recovery support services.*

- A. Yes/No (*If No, skip to next section*)
- B. If Yes, describe how grant funds are being used (e.g., how are you working in partnership to support crime victims as well as ensure access to substance abuse treatment and support):  
\_\_\_\_\_

**66.** Provide the name of the Victim Services Partner involved in your COSSUP. *If there has been a change in the Victim Services Partner, please update. [Carry forward]*

- A. Name of Agency: \_\_\_\_\_

**67.** Has there been a change to your victim services partner during the reporting period?

- A. Yes/No
- B. If Yes, describe: \_\_\_\_\_

**68.** Enter the number of individuals assisted with a victim compensation application during the reporting period. *Count the number of individuals who received assistance with completing a victim compensation application during the reporting period, even if they did not submit the application. Simply providing an individual with an application does not qualify as assistance.*

- A. Number of individuals: \_\_\_\_\_

**69.** How many individuals (including anonymous contacts) received services from victim services provider partner(s) during the reporting period? *Count all individuals who were identified as crime victims (e.g., drug endangered children, victims of child abuse or neglect, domestic violence, sexual assault, human trafficking, identity theft) served by the victim services partner(s) during the reporting period.*

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

*This number should be an unduplicated count of people served during a single reporting period, regardless of the number of services they received or victimization types with which they presented.*

- A. Total number of individuals provided services
- B. Total number of individuals receiving services for the first time (i.e., new) *Count individuals receiving services resulting from COSSUP that received services for the first time during the reporting period. This number should be an unduplicated count of identified new clients served during a single reporting period, regardless of the number of services they received or victimization types with which they presented.* \_\_\_\_\_
- C. Total number of anonymous contacts *Anonymous contacts are those received by your organization through a hotline, online chat, or other service where the individuality of each contact cannot be established. If your organization did not have any anonymous contacts enter zero (0).*

70. Select the types of services provided by the victim services provider partner(s) during the reporting period. Select *all* that apply.

- A.  Services were not provided by the victim services provider partner(s) (*Skip to next section*)
- B.  Information and referral
- C.  Personal advocacy/accompaniment
- D.  Emotional support or safety services
- E.  Shelter/Housing services
- F.  Criminal/Civil justice system assistance
- G.  Other services not listed, describe: \_\_\_\_\_

71. Provide the number of individuals who received services by service type and number of times each service was provided during the reporting period. For each category (items B, C, D, E, and F) selected in question 70, enter the number of clients who received services from your agency during the reporting period. For each subcategory within a category (e.g., items A1, A2, A3, A4, etc.), enter the number of times that service was provided during the reporting period. Zero (0) is a valid response. Because some clients may receive multiple services, the total number of times that services were provided within a category may be greater than the number of clients who received those services.

**A. Information and Referral**

The number of individuals who received services in this category: \_\_\_\_\_

Enter the number of times services were provided in each subcategory:

- A1. Information about the criminal justice process: \_\_\_\_\_
- A2. Information about victim rights, how to obtain notifications, etc.: \_\_\_\_\_
- A3. Referral to other victim services programs: \_\_\_\_\_

### **Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

A4. Information about substance abuse treatment and support available to crime victims: \_\_\_\_\_

A5. Referral to other services, supports, and resources (e.g., legal, medical, faith-based organizations, mentoring programs, support groups, food and housing assistance, address-confidentiality programs): \_\_\_\_\_

A6. Referral to substance abuse treatment and support available to crime victims: \_\_\_\_\_

## **B. Personal Advocacy/Accompaniment**

The number of individuals who received services in this category: \_\_\_\_\_

Enter the number of times services were provided in each subcategory:

B1. Victim advocacy/accompaniment to emergency medical care: \_\_\_\_\_

B2. Victim advocacy/accompaniment to medical forensic exam: \_\_\_\_\_

B3. Law enforcement interview advocacy/accompaniment: \_\_\_\_\_

B4. Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects): \_\_\_\_\_

B5. Performance of medical or nonmedical forensic exam or interview, or medical evidence collection: \_\_\_\_\_

B6. Immigration assistance (e.g., special visas, continued presence application, other immigration relief): \_\_\_\_\_

B7. Intervention with employer, creditor, landlord, or academic institution: \_\_\_\_\_

B8. Child or dependent care assistance (includes coordination of services): \_\_\_\_\_

B9. Transportation assistance (includes coordination of services): \_\_\_\_\_

B10. Interpreter services: \_\_\_\_\_

## **C. Emotional Support or Safety Services**

The number of individuals who received services in this category: \_\_\_\_\_

Enter the number of times services were provided in each subcategory:

C1. Crisis intervention (in-person, includes safety planning, etc.): \_\_\_\_\_

C2. Hotline/crisis line counseling: \_\_\_\_\_

C3. On-scene crisis response (e.g., responding to crime victims identified on overdose scenes, community crisis response): \_\_\_\_\_

C4. Individual counseling: \_\_\_\_\_

C5. Support groups (facilitated or peer): \_\_\_\_\_

C6. Other therapy (e.g., traditional, cultural, or alternative healing; art, writing, or play therapy): \_\_\_\_\_

C7. Emergency financial assistance (e.g., emergency loans and petty cash, payment for items such as food and/or clothing, changing windows and/or locks, taxis, prophylactic and nonprophylactic medications, durable medical equipment): \_\_\_\_\_

## Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures

### D. Shelter/Housing Services

The number of individuals who received services in this category: \_\_\_\_\_

Enter the number of times services were provided in each subcategory:

D1. Emergency shelter or safe house: \_\_\_\_\_

D2. Transitional housing: \_\_\_\_\_

D3. Relocation assistance (includes assistance with obtaining housing): \_\_\_\_\_

### E. Criminal/Civil Justice System Assistance

The number of individuals who received services in this category: \_\_\_\_\_

Enter the number of times services were provided in each subcategory:

E1. Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release): \_\_\_\_\_

E2. Victim impact statement assistance: \_\_\_\_\_

E3. Assistance with restitution (includes assistance in requesting and when collection efforts are not successful): \_\_\_\_\_

E4. Civil legal assistance in obtaining protection or restraining order: \_\_\_\_\_

E5. Civil legal assistance with family law issues (e.g., custody, visitation, support): \_\_\_\_\_

E6. Other emergency justice-related assistance: \_\_\_\_\_

E7. Immigration assistance (e.g., special visas, continued presence applications, other immigration relief): \_\_\_\_\_

E8. Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness): \_\_\_\_\_

E9. Law enforcement interview advocacy/accompaniment: \_\_\_\_\_

E10. Criminal advocacy/accompaniment: \_\_\_\_\_

E11. Other legal advice and/or counsel: \_\_\_\_\_

## CLOSEOUT QUESTIONS

72. Does your site plan to sustain program funding after BJA funds have been expended?

A. Yes

B. No, we do not need additional funding to continue (*Skip to question 74*)

**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

73. Indicate if you have applied for or received sustained funding from the following sources:

<b>Funding Source</b>	<b>N/A</b>	<b>Have Applied for Funding</b>	<b>Have Secured Funding</b>
Locality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
State	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Federal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Private funding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Other, explain:			

74. Since the beginning of your program, has it demonstrated a measurable impact on the problem of focus? When answering this question, consider your target population and/or implementation design and analysis findings to this point. If applicable, consult with the researcher/analyst when answering this question.

- A. Yes, positive impact
- B. Yes, negative impact
- C. No measurable impact (*Skip to next section*)
- D. Not yet measured (*Skip to next section*)

75. Describe the impact your program has had, using specific data such as percentages and raw number increases or decreases, in reducing the incidence of opioid or stimulant overdoses, where possible. If your program was funded to enhance partnerships with victim services and child welfare, describe the impact the project had on identifying crime victims.

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**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures****GOALS AND OBJECTIVES QUESTIONS**

This section should be completed in January and July by all grantees that had any activity during the reporting period, or at the close of the grant, based on the previous or next 6 months.

1. Identify the goal(s) you hope to achieve with your funding. *If you have multiple goals, report on each goal separately (one at a time) and repeat questions 1—4 for each goal.*

2. What is the current status of this goal?

- A.  Not yet started
- B.  In progress
- C.  Delayed
- D.  Completed
- E.  Goal no longer applicable

3. During the past 6 months, describe any progress you made or barriers you encountered related to this goal:

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4. In the next 6 months, what major activities are planned for this goal?

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**Answer the following questions based on your overall activity during the previous months.**

5. Did you receive or do you desire any assistance from BJA or a BJA-funded technical assistance provider?

- A. Yes, we received assistance (describe below)
- B. Yes, we would like assistance or additional assistance (describe below)
- C. No

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6. BJA likes to showcase grantees who are working on successful, innovative, and/or evidence-based programs. Do you have any noteworthy accomplishments, success stories, or program results from this reporting period that you would like to showcase?

- D. Yes (share your story below and at <https://www.bja.gov/SuccessStoryList.aspx>)
- E. No

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**Comprehensive Opioid, Stimulant, and Substance Use Program Performance Measures**

**THANK YOU FOR PARTICIPATING!**

REVISED MAY 2023

The performance measure questions presented here are preliminary and may be subject to revision.

This document is only to be used for planning and data collection purposes.

All grantees must enter their data in the JustGrants System upon award acceptance.

## **ATTACHMENT 8: STANDARD OF CARE**

### **1. Purpose**

To provide evidence-based substance use treatment to participants both in custody and in the community who are identified with a substance use disorder. Standard of care for participants with opioid use disorder (OUD) and alcohol use disorder (AUD) must include a full medications for opioid use disorder (MOUD) and medications for alcohol use disorder (MAUD) program with the following elements: an OUD/AUD screening, discussion of MOUD/MAUD options between the incarcerated individual and provider, initiation prior to the onset of withdrawal or continuation of MOUD/MAUD, release and reentry planning to include connection with continued treatment, same day release appointment when possible or MOUD/MAUD to bridge patient until next appointment and naloxone upon release. Reentry planning may also include assisting the incarcerated individual with sign-up of Medicaid, reestablishing Medicaid and connection with the Managed Care Organizations (MCOs).

**Health Equity** - This project also intends to address inequities in SUD treatment and recovery services by providing medically necessary treatment for SUD to incarcerated individuals. The program should understand cultural barriers and provide culturally appropriate services and recognize the need for inclusion of people with lived experiences in the development of the program. Additionally, this project intends to identify stigma and educate staff to ensure ongoing collaboration and openness to change.

The Contractor shall ensure funds are responsibly used towards the jail or prison based program and provide the standard of care core components which include:

### **2. General Standards**

- 2.1. 2020 ASAM National Practice Guideline for the Treatment of Opioid Use Disorder;
- 2.2. Guidelines for Managing Substance Withdrawal in Jails; and
- 2.3. For AI/AN program participant receiving MOUD/MAUD Services, the Contractor's Tribal Liaison, or designee, shall coordinate with the program participant's Indian Health Care Provider (IHCP) to ensure the IHCP can participate in treatment and discharge planning, including continuity of care in the nearest IHCP clinically appropriate setting for all AI/AN program participant.

### **3. Intake**

- 3.1. Continue MOUD and MAUD for individuals who are already taking these medications upon entering the facility.
- 3.2. Continue the individual on the same medication at the same dose unless ordered otherwise by the prescriber based on clinical need (documented in the individual's medical record) with the exceptions listed below:
  - 3.2.1. Injectable long-acting naltrexone may be converted to an equivalent oral dose until just prior to release at which time the injectable form shall be restarted.

- 3.2.2. Injectable long-acting buprenorphine may be converted to an equivalent oral dose until just prior to release at which time the injectable form shall be restarted.
- 3.2.3. Oral buprenorphine may be converted among the three formulations (film, tablet with naloxone, tablet without naloxone).
- 3.2.4. If the individual is not pregnant, methadone may be transitioned to buprenorphine if the jail is not a licensed Opioid Treatment Program (OTP) and the nearest OTP is not within reasonable driving distance from the jail or there is no OTP within reasonable distance of the individual's release residence.
- 3.2.5. Though MOUD/MAUD may not be discontinued on a policy or administrative basis because of the presence of other illicit or controlled substances, administration of the community-based MOUD or MAUD may be adjusted if clinically necessary due to pharmacologic risks of drug-drug interaction.

- 3.3. Screen all newly admitted individuals for risk of acute withdrawal from opioids and alcohol upon intake.
- 3.4. Screen for OUD and AUD without physical dependence (i.e. without a risk of acute withdrawal) after intake, as long as the delay does not impair the ability to begin treatment prior to release.
- 3.5. Offer initiation of MOUD treatment to individuals who are physically dependent on opioids.
- 3.6. Educate individuals on treatment choices and the process for continuation of access to MOUD, during incarceration, and upon release.
- 3.7. Make available and offer treatment using some formulation of methadone, buprenorphine, and naltrexone based on a mutually agreed-upon plan between the prescriber and the individual, with the following exceptions or caveats:
  - 3.7.1. The jail may decline to offer methadone if the jail is not a licensed OTP, and the nearest OTP is not within reasonable driving distance from the jail or there is no OTP within reasonable distance of the individual's release residence.
  - 3.7.2. If there is no available buprenorphine provider in the community to which the individual will release, the Jail must still offer buprenorphine (tapered over several days) if opioid withdrawal is clinically indicated.
  - 3.7.3. If withdrawal is not clinically indicated and the only reason for considering discontinuation of buprenorphine is the lack of an available buprenorphine provider in the community to which the individual will release, a decision whether or not – or when – to discontinue buprenorphine prior to release should be made based on a plan mutually agreed -upon between the individual and the prescriber based on the length of time the individual is expected to remain in the jail, the risks of opioid misuse or overdose during the incarceration, and the individual's willingness to receive a dose of an extended release injectable buprenorphine just prior to release that will provide the individual a safe tapered withdrawal in the community if no provider is available.
- 3.7.4. Provide naltrexone in oral formulation while the individual is incarcerated. Offer injectable long-acting naltrexone or buprenorphine as an option prior to release.

- 3.7.5. Offer oral buprenorphine without naloxone while the individual is incarcerated but must discharge the individual on a formulation of buprenorphine with naloxone unless there is a clinical reason not to do so (e.g., the individual is discharged on injectable buprenorphine, the individual is allergic to naloxone).
- 3.8. Contractor shall not facilitate forced opioid withdrawal (including withdrawal using a tapering dose of buprenorphine or methadone) unless the individual provides an informed refusal of treatment or the individual elects MOUD treatment with naltrexone, in which case withdrawal is clinically required.
  - 3.8.1. In such case, Contractor may use other medications (clonidine, anti-emetics, anti-diarrheal, analgesics) in place of buprenorphine or methadone if the individual so chooses or as adjuncts to these medications, but they may not be the only withdrawal treatment available.
  - 3.8.2. Initiation of buprenorphine or methadone, whether for induction of treatment or for withdrawal, may not be delayed for administrative reasons, e.g., unavailability of a prescriber, beyond when they are clinically indicated to be started.
  - 3.8.3. Offer treatment for withdrawal with benzodiazepines to individuals entering the facility who are physically dependent on alcohol, if clinically appropriate.
  - 3.8.4. Provide immediate evaluation to individuals at risk for, or in, opioid or alcohol withdrawal who refuse treatment by a medical or mental health prescriber or a licensed mental health professional at the masters' level or higher, to determine if they have decision-making capacity. If they do not, they must be transported to a community hospital and may not return to the jail until they are clinically safe to return to the jails AND have regained decision-making capacity.

#### **4. During Incarceration**

- 4.1. Offer initiation of MOUD/MAUD to individuals with OUD/AUD not already identified and/or offered treatment at intake (e.g., individuals with OUD but without physical dependence; individuals with AUD who underwent withdrawal).
- 4.2. Educate individuals on treatment choices and the process for continuation of access to MOUD/MAUD, during incarceration, and upon release.
- 4.3. Administer methadone and buprenorphine daily or more frequently.
- 4.4. Contractor shall not use alternate-day ("Balloon") dosing of buprenorphine.
- 4.5. Offer counseling to individuals for their OUD and/or AUD disorder who are expected to remain in jail for longer than one month.
- 4.6. Provide MOUD/MAUD not contingent on the individual's willingness to participate in counseling.

## 5. Release

- 5.1. The Jail must accomplish the following prior to release: 3.4.1. Complete release planning and reentry coordination as soon as possible after admission to ensure an effective plan is in place prior to release or in the event of an unexpected release of an individual who needs continued treatment and services.
- 5.2. Provide at least two (2) doses of naloxone (e.g., Narcan®) or nalmefene (Opree®) and training on how to administer the medications to all individuals with OUD.
- 5.3. Schedule the first community appointment with a treatment facility for continuation of MOUD or MAUD.
- 5.4. Provide-in hand, upon release, and at no cost to the individual-sufficient doses of MOUD and/or MAUD to bridge individual until scheduled MOUD/MAUD follow-up appointment at community treatment facility (does not apply to individuals treated with injectable MOUD/MAUD).
  - 5.4.1. Inform individuals who are at risk of being released directly from court, prior to going to court, that they may request to be transported back to the jail by staff to receive these medications prior to going home;
  - 5.4.2. In situations where an appointment cannot be made, e.g., after-hours bail-out, give the individual enough medication to last until the next available appointment at the community treatment facility. If the appointment date is unknown, give individual a minimum of a 30-day supply;
  - 5.4.3. In situations where medications cannot be provided upon release, e.g., unscheduled release at a time when medical staff are not present in the jail;
  - 5.4.4. Inform the individual that they may either return to the jail in the morning to receive bridge medications; or
  - 5.4.5. If no medical staff are present the following day, call in a prescription for the same bridging medication to a local pharmacy, at no cost to the individual.
- 5.5. Assist Medicaid-eligible individuals to sign-up with Medicaid or assist individuals whose Medicaid coverage has been terminated to reestablish coverage.
- 5.6. For any individual with Medicaid coverage, work cooperatively with the individual's Managed Care Organizations (MCO) to facilitate re-entry, including but not limited to allowing the MCO's agent timely access to the facility and the individual.



## ISLAND COUNTY PLANNING & COMMUNITY DEV.

### WORK SESSION AGENDA

MEETING DATE: 6/4/2025

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To: **Melanie Bacon, Chair**  
**Board of Island County Commissioners**  
  
From: Jonathan Lange, Director

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Amount of time requested for agenda discussion. 75 minutes

**DIVISION: Current Use Planning**

**Agenda Item No.: 1**

**Subject: Granicus SmartGov Contract**

**Description:** The Board to review the new three-year Granicus renewal contract for SmartGov for approval.

**Attachments: Contract**

**Request:** *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Complete

**Budget Review:** Complete

**P.A. Review:** Complete

**Agenda Item No.: 2**

**Subject: 2025 Comprehensive Plan – Goals and Policies review**

**Description:** The Board will review and discuss the revised goals and policies for the 2025 Comprehensive Plan update.

**Attachments: Memo, Presentation**

**Request:** *(Check boxes that apply)*

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input checked="" type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable



THIS IS NOT AN INVOICE

Order Form  
Prepared for  
Island County WA

## Granicus Proposal for Island County WA

### ORDER DETAILS

**Prepared By:** Esteban Bonilla  
**Phone:**  
**Email:** esteban.bonilla@granicus.com  
**Order #:** Q-447045  
**Prepared On:** 02 May 2025  
**Expires On:** 30 Jun 2025

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Period of Performance:** 01 Jul 2025 - 30 Jun 2026

*Contract approval  
was \$291,188.84  
end 25-28 beginning 8  
now \$274,767.81  
saves \$16,421.03  
after questioning  
10% increase. gmv*

**PRICING SUMMARY**

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

*Current  
Billing  
2025-2026*

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
SmartGov Connector GIS	0 Each	\$1,309.68
SmartGov Connector Parcel	0 Each	\$1,309.68
SmartGov Public Portal	0 Each	\$17,685.00
SmartGov User License	0 Each	\$58,360.95
<b>SUBTOTAL:</b>		<b>\$78,665.31</b>

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

*2025-2026*

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
SmartGov - Enterprise	Annual	1 Each	\$89,999.75
SmartGov Code Enforcement	Annual	1 Each	\$0.00
SmartGov Licensing	Annual	1 Each	\$0.00
SmartGov Permitting	Annual	1 Each	\$0.00
<b>SUBTOTAL:</b>			<b>\$89,999.75</b>

new sense

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
SmartGov Connector Financial	Annual	1 Each	\$1,440.65
<b>SUBTOTAL:</b>			<b>\$1,440.65</b>
Communications Cloud Tier:			
0			

89,999.75  
 + 1,440.65  
591,440.40 2025-2026

40% Planning \$36,576.16

40% Health \$36,576.16

20% P.W. \$18,288.08

Planning accounts

1525359010/0524812 <sup>SL</sup> 010100102

1525358210/524812 <sup>SL</sup> 010100102

## FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Jul 2026 - 30 Jun 2027	01 Jul 2027 - 30 Jun 2028
SmartGov Connector Financial	\$1,584.72	\$1,743.19
SmartGov - Enterprise	\$89,999.75	\$89,999.75
SmartGov Code Enforcement	\$0.00	\$0.00
SmartGov Licensing	\$0.00	\$0.00
SmartGov Permitting	\$0.00	\$0.00
<b>SUBTOTAL:</b>	<b>\$91,584.47</b>	<b>\$91,742.94</b>

Planning \$36,619.39 \$36,697.18  
Health \$36,619.39 \$36,697.18  
P. W. \$18,345.69 \$18,348.58



THIS IS NOT AN INVOICE

Order Form  
Prepared for  
Island County WA

## Granicus Proposal for Island County WA

### ORDER DETAILS

Prepared By: Esteban Bonilla  
Phone:   
Email: esteban.bonilla@granicus.com  
Order #: Q-447045  
Prepared On: 02 May 2025  
Expires On: 30 Jun 2025

### ORDER TERMS

Currency: USD  
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Period of Performance: 01 Jul 2025 - 30 Jun 2026

Health ID  
Approval

was \$291,188.84  
end 05-28 beg  
now \$274,767.81  
saves \$16,421.03

Health - Okay to pay *R&L* \$36,576.16

*10/14/2010* *01/01/2025*

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
SmartGov Connector Financial	Annual	1 Each	\$1,440.65
<b>SUBTOTAL:</b>			<b>\$1,440.65</b>

Communications Cloud Filter			
0			

89,999.75  
+ 1,440.65  
\$91,440.40 2025-2026

40% Planning \$36,576.16  
40% Health \$36,576.16  
20% P.W. \$18,288.08

*PW/P  
approval*

*OK to Pay  
9 May 2025*

*OK to Pay  
5/19/25*

## PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:  
[: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/](https://GRANICUS.COM/SEMIANNUAL-UPDATES/)

## PRODUCT DESCRIPTIONS

Solution	Description
SmartGov Connector Financial	The SmartGov Financial Connector outputs a financial extract with a pre-determined format which may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable. The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.
SmartGov - Enterprise	Annual subscription to SmartGov software for: Permitting, Licensing, and Code Enforcement. Subscription includes the Public Portal.
SmartGov Code Enforcement	Annual subscription for SmartGov Code Enforcement Module for managing service requests and complaints.
SmartGov Licensing	Annual subscription for SmartGov Licensing Module for contractor registration, rental registration, business licensing.
SmartGov Permitting	Annual subscription for SmartGov Permitting Module for building and planning permits, inspections, and contacts.

## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-447045 dated 02 May 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Island County WA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

**BILLING INFORMATION**

<b>Billing Contact:</b>		<b>Purchase Order Required?</b>	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
<b>Billing Address:</b>		<b>PO Number:</b> If PO required	
<b>Billing Email:</b>		<b>Billing Phone:</b>	

**If submitting a Purchase Order, please include the following language:**

The pricing, terms, and conditions of quote Q-447045 dated 02 May 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

**AGREEMENT AND ACCEPTANCE**

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Island County WA	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	

## Granicus Proposal for Island County WA

### ORDER DETAILS

**Prepared By:** Esteban Bonilla  
**Phone:**  
**Email:** esteban.bonilla@granicus.com  
**Order #:** Q-418277  
**Prepared On:** 13 Mar 2025  
**Expires On:** 30 Jun 2025

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Current Subscription End Date:** 30 Jun 2025  
**Initial Order Term End Date:** 30 Jun 2028  
**Period of Performance:** 01 Jul 2025 - 30 Jun 2026

*This is the amount that went through Contract Review*

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
SmartGov Connector Financial	Annual	1 Each	\$1,440.65
SmartGov Connector GIS	Annual	1 Each	\$1,440.65
SmartGov Connector Parcel	Annual	1 Each	\$1,440.65
SmartGov Public Portal	Annual	45 Each	\$19,453.50
SmartGov User License	Annual	45 Each	\$64,197.00
SUBTOTAL:			<b>\$87,972.45</b>

Planning 40% \$35,188.98  
Health 40% 35,188.98  
Public Works 20% 17,594.49

## FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Jul 2026 - 30 Jun 2027	01 Jul 2027 - 30 Jun 2028
SmartGov Connector Financial	\$1,584.72	\$1,743.19
SmartGov Connector GIS	\$1,584.72	\$1,743.19
SmartGov Connector Parcel	\$1,584.72	\$1,743.19
SmartGov Public Portal	\$21,398.85	\$23,538.74
SmartGov User License	\$70,616.70	\$77,678.37
<b>SUBTOTAL:</b>	<b>\$96,769.71</b>	<b>\$106,446.68</b>

Planning  
Health  
Public Works

10% OT  
10% OT  
\$38,707.89  
\$38,707.89  
\$19,353.95  
\$42,578.68  
\$42,578.68  
\$21,289.34

## PRODUCT DESCRIPTIONS

Solution	Description
SmartGov Connector Financial	The SmartGov Financial Connector outputs a financial extract with a pre-determined format which may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable. The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.
SmartGov Connector GIS	SmartGov's integrated GIS Browser enables spatial visualization of any number of GIS layers along with permits, projects, inspection, and code enforcement cases. Subscriber is responsible for contracting separately with ESRI map service provider and ESRI configuration. SmartGov Requirements for Map Connector Integration: ArcGIS for Server 10.4 or ArcGIS for server Enterprise Standard 10.7.1 (OR) ArcGIS Online. Subscriber Map Service must be publicly accessible and require no user authentication of any kind. The Map Service must include a parcel layer with a designated field having parcel numbers that exactly match those provided in the Parcel Connector source data (this layer may be the same as that provided for the Parcel Connector if no authentication is required for access). Support for Feature, Tiled, and Web Map Services is not included. Custom base maps are not supported. Select Base maps from the ESRI base map library will be available for use.
SmartGov Connector Parcel	SmartGov Parcel Connector supports up-to-date parcel information including address, parcel, owner, and zoning information. Parcel information is automatically updated on a regular basis through the Parcel Connector, which pulls the information from the master parcel database typically held at a County's Assessor's Office or in a GIS database.
SmartGov Public Portal	Annual subscription to the SmartGov Public Portal to use with user-based annual subscriptions to the licensing, permitting, and/or code enforcement modules. The SmartGov portal is a public facing self-service web portal for citizens, businesses and contractors.
SmartGov User License	Licenses for User-based annual subscription for chosen SmartGov module(s). Does not include Public Portal.

## TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-418277 dated 13 Mar 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Island County WA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

**BILLING INFORMATION**

<b>Billing Contact:</b>		<b>Purchase Order Required?</b>	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
<b>Billing Address:</b>		<b>PO Number:</b> <i>If PO required</i>	
<b>Billing Email:</b>		<b>Billing Phone:</b>	

**If submitting a Purchase Order, please include the following language:**

The pricing, terms, and conditions of quote Q-418277 dated 13 Mar 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

**AGREEMENT AND ACCEPTANCE**

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Island County WA	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	



## Island County Planning and Community Development

Jonathan Lange, AICP, CFM  
Director

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~ *MEMORANDUM* ~

**TO:** **Board of County Commissioners**  
**FROM:** **Long Range Planning**  
**DATE:** **May 29, 2024**  
**SUBJECT:** **2025 Comprehensive Plan Update – Revised Goals and Policies**

Revised Goals and Policies for Island County's 2025 Comprehensive Plan update have been released for public review and input. Long Range staff will provide an overview of the information that has been released, orient Planning Commission staff in how the revised Goals and Policies are laid out, and review how the public can submit comments on the materials.

Long Range staff will review the new Introduction Chapter language with the Planning Commission including the new Vision and Values which will set the framework for updates that will be made throughout the Comprehensive Plan.

Attachments:

- Revised Goals and Policies Release Memo
- Introduction Chapter, Vision Values language

You can find the entire [Goals and Policies release packet on our website](#). Long Range staff will review 1-2 elements at each of the upcoming Board of County Commissioners work sessions in June and early July.

For more information, please contact:  
 Emily Neff (360) 678 - 7807 or [e.neff@islandcountywa.gov](mailto:e.neff@islandcountywa.gov)



## Island County Planning and Community Development

*Jonathan Lange, AICP, CFM*  
Director

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### MEMORANDUM

5/30/25

RE: Island County 2025 Comprehensive Plan – Revised Goals and Policies Released for 45 Day Public Comment Period

#### Background

Island County is conducting a periodic update of its comprehensive plan. In 2024 and 2025, consistent with RCW 36.70A.035 and in accordance with Island County's Public Participation Plan (Resolution C-64-23), planning department staff engaged the public in reviewing the existing 2016 Comprehensive Plan goals and policies. Input was collected through workshops at the Planning Commission, Board of Island County Commissioners (Board) meetings, online engagement, surveys, and focus groups with stakeholders.

Staff have made updates to the goals and policies to reflect the following:

- To be consistent with new state requirements under the Growth Management Act (GMA),
- To reflect Board priorities, and
- To include public input.

The revised goals and policies drafts are now available for public review and input.

#### What are Goals and Policies?

The elements of the comprehensive plan include of a range of information, from data and maps on existing conditions across the county, to goals and policies which set the framework for meeting the vision of the comprehensive plan. The goals and policies are meant to work together to guide future development. Goals are broad statements of desired future conditions and outcomes, while policies are more specific actions or rules designed to achieve those goals.

Goals and policies will be used to guide updates development regulations (or Island County Code). The code updates may change land use, building, and development standards in different areas across the county. These code updates will come later in our comprehensive plan update process.

As the public reviews these revised goals and policies, they should look for broad statements that will support the types of specific changes they are hoping to see. For example, if you are concerned about growth in rural areas, you should review the Land Use element and look for statements that

support directing growth to denser areas. Later code updates would then define the specific zoning changes to increase growth in urban growth areas and other dense areas.

### **Elements with Revised Goals and Policies**

- Introduction Chapter – New Vision and Values
- Land Use
- Housing
- Natural Resources
- Capital Facilities and Utilities
- Parks, Recreation, and Open Space
- Climate (new)
- Economic Development
- Transportation

Elements that are not being updated during this comprehensive plan update include Historic Element, Shoreline Element, and the Freeland Subarea Plan. Additionally, a draft of the Clinton Subarea Plan was previously released for public input in February 2025 and is not included.

### **Comment Period**

Public comments will be accepted on the revised Goals and Policies for 45-days from May 30, 2025, until July 14, 2025.

Comments can be submitted via:

- Our public engagement website [www.islandcounty2045.com/complan](http://www.islandcounty2045.com/complan)
- Email to [complan@islandcountywa.gov](mailto:complan@islandcountywa.gov)
- By U.S. Mail to the Planning and Community Development Department, 1 NE 7th St, Coupeville, WA 98239

Work sessions will be held at the Planning Commission and Board meetings weekly in June and July during this comment period. The public is welcome to attend these meetings (in person or virtually) to hear the discussion and learn more about the changes to the goals and policies. Public comments are welcome at the beginning of each Planning Commission meeting. Please sign up for Comp Plan [email updates](#) to be notified of these meeting dates or check the [Agenda Center](#) on the county website for meeting dates.



## Island County Planning and Community Development

### Long Range Planning

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### **DRAFT Island County 2045 – Vision and Values – Introduction Chapter (Excerpt)**

Island County is primarily made up of two unique islands: Whidbey and Camano. Our islands are host to small towns, robust forests, rural residences, small farms, and shorelines dotted with homes that allow residents and visitors alike to enjoy the marine environment we are surrounded by. As islands, we have finite resources. Our drinking water comes from sole source aquifers, we have constrained amounts of prime farmland with soils sufficient to grow our food, and we have limited land to support dense development. Comprehensive planning on islands requires that we keep these constraints at the forefront, and plan for growth in a thoughtful and measured way that centers conservation of resources and resiliency.

People come to Island County for many reasons — to be close to family, for a job or deployment, to move away from the city, or to retire. They stay because of a quieter way of life with a strong sense of community, access to open space and recreation, and beautiful views of rural lands, mountain ranges, and shorelines.

Our communities change and grow over time. Communities are framed by the people who live and work here. As folks grow old, babies are born, and new residents move here our communities look and feel different. The people who live here shape our stories -- they bring new ideas, open new stores and restaurants, work the farms that provide our food, and build the houses we live in. Over generations, people inevitably leave their mark on our islands in ways big and small.

Key to building a thriving economy and healthy community is ensuring businesses have housing for their employees, school enrollment is growing, healthcare and services are readily available, and our population represents generations of people at different stages of their lives. The County's last comprehensive plan under-planned the amount of growth that would occur over the 20-year planning period. The effect of underestimating growth is clear, we continue to lack a variety of housing types across our communities to support residents at all ages and income levels.

The state mandated housing changes for our 2025 Comprehensive Plan will challenge us to meet the needs of all members of our communities, at all income levels. It's our statutory duty to create places in our communities for everyone to live and thrive. The resounding input from residents is that they want the physical mark left on this place by growth over the next 20 years to be small, and we should not compromise our rural lands for growth.

Comprehensive planning presents an opportunity to shape the change that will happen in our communities over the next 20 years in ways that protect our unique island life. There will be tensions and compromises to be made, to be sure. Change will happen whether we plan for it or whether we do nothing at all. We cannot stop change from happening around us, though we can shape it in ways that are adaptive and responsive to our vision and values and the things we hold dear.

Our aim with this comprehensive plan update is to keep rural lands rural, and therefore our urban areas must start to look, feel, and function more like small and medium sized cities. We must plan for infrastructure and services needed to support new housing types where density already exists. We will be creative and consider new and innovative ways to meet the needs of our residents today, and 20 years into the future.

2045 Vision Statement:

Island County will grow our communities in ways respectful to the people who lived here in the past, responsive to those who live here today, and accommodating of those who will live here in the future. We will protect our vital natural resources, our wild and natural places, our working farms and forests, and our shorelines that contribute to our unique island life. We will create capacity for all our residents and meet their needs equitably, in pursuit of a thriving economy and resilient community.

In Island County We Value:

- **Protection of natural resources**, including our aquifers, farms, forests, wetlands, shorelines, and marine environment in support of residents for generations to come.
- **Access to the outdoors** and all the beauty and diversity of our islands with healthy activity options for all ages.
- **Economic vibrancy** through a diverse and resilient economy that supports small and large businesses, the Navy, local government, healthcare employers, tourism, a vibrant arts community, and local agriculture that supports all sizes of farms.
- **Equal access to housing** through slow and thoughtful planned density with accompanying infrastructure and services for all ages and incomes to thrive.
- **Health equity** and access to robust and affordable healthcare, human services, and food security to support our resident's ability to stay healthy at all stages of their lives.
- **Community** and a sense of connectedness through walkable towns, historic places, gathering spaces, safe neighborhoods, and a commitment to keeping this place special.
- **Reliable utilities and infrastructure** including multi-modal transportation that allows us to travel with ease across both islands, water and wastewater solutions that protect the environment, and access to technology that connects us to the rest of the world.
- **Emergency preparedness and climate resilience** to ensure our residents have safe access to food, water, and shelter as we plan for, adapt, and respond to a changing world.

## **2025 Periodic Update – Required Changes**

**House Bill 1220 (Housing):** The Housing Element of Island County's 2025 Comprehensive Plan update must comply with HB 1220 passed in 2021 by the Washington Legislature, which mandates that jurisdictions plan for and accommodate housing at all income levels. Under HB 1220, jurisdictions are required to evaluate whether they have sufficient land capacity to allow for the housing types and amounts identified at all income levels. If there is insufficient capacity, the jurisdiction must identify and implement zoning changes and land use allowances that provide enough capacity prior to adoption of the comprehensive plan.

**House Bill 1181 (Climate):** In 2023 the Washington State Legislature passed HB 1181, requiring local governments across the state to plan for climate impacts as part of their comprehensive plan processes. The bill added a fourteenth goal to the GMA to address climate resilience and required a Climate Resiliency Sub-Element for all fully planning counties and cities. The focus of the resilience sub-element is to assess how climate change is impacting our communities, highlight communities that may be more vulnerable to local impacts, and identify strategies that support adaptation and increase community resilience.

**Growth Projections:** To comply with the GMA requirements and calculate a population projection for the 20-year planning period, Island County reviewed the County demographic characteristics, economic conditions, and past growth trends, as well as data from the State of Washington and the U.S. Census Bureau. The County is planning for the following population growth:

- In the year 2045, Island County is projected to have a population of 102,639. The 2020 census determined that Island County had a population of 86,857; this represents a total projected increase of 15,782 people over a 25-year period.