

2023
ISLAND COUNTY COMMISSIONER'S WORK SESSION SCHEDULE
JULY 19, 2023

Meetings are available remotely. Those interested in attending the meetings by computer, tablet, or smartphone may use the following link: Join Zoom Meeting:
<https://tinyurl.com/ICWorkSession> **Meeting ID:** 957 0144 6335 **Passcode:** 969196
Dial by your location: +12532158782, 95701446335#, *969196# US (Tacoma)

9:00 a.m. Public Works
11:15 a.m. County Administration
11:45 a.m. Public Health

NOON BREAK

1:00 p.m. Human Resources
1:15 p.m. Commissioners
2:15 p.m. Human Services

The Board of County Commissioners meets in Work Session routinely on the first three Wednesdays of each month (unless otherwise scheduled). Work Sessions are held in the Annex Building, Board of County Commissioner's Hearing Room, #B102, 1 NE 6th Street, Coupeville, WA.

Work sessions are public meetings which provide an informal workshop format opportunity for the Board to review ongoing issues with individual departments and elected officials. This time is used for the Board to meet with other agencies, committees, and groups to discuss specific topics of mutual interest. Items are typically first reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

Written public comment is welcomed and can be directed to the Clerk of the Board by submitting it to CommentBOCC@islandcountywa.gov or j.roll@islandcountywa.gov. If you have questions regarding public comment you may call 360-679-7385. Written comments presented by members of the public are considered a public document and must be submitted to the Clerk of the Board.

Times for each department are approximate. Due to time constraints, a time slot scheduled for a specific department may be revised (earlier or later) as the Work Session progresses. Because of the workshop format and time sensitivity of certain items, topics and materials may be presented that are not included in a department's agenda. **If you are interested in reviewing those documents, please contact our office at 360-679-7354.**

NOTE: Audio recordings are posted within 48 hours of the meeting date. To listen to the recording visit the Island County website or [click here](#).

NOTICE: Persons requiring auxiliary aids/services should call Island County Human Resources at 360- 678-7919, 629-4522 Ext. 7919, or 321-5111 Ext. 7919 – at least 24 hours prior to the meeting.



ISLAND COUNTY PUBLIC WORKS

WORK SESSION AGENDA

DATE: 7/19/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Connie Bowers, Director

Amount of time requested for agenda discussion. 135 minutes

DIVISION: Engineering

Agenda Item No.: 1

Subject: Clean Water Utility Capital Project Selection Guidelines

Description: One element of the Clean Water Utility program is capital projects to manage stormwater and drainage facilities to reduce or control dangers to health, life, and property due to erosion, flooding, or pollution. A presentation will be shared with the Board to prompt discussion on approaches and possible guidelines to use when evaluating and ranking potential projects.

Attachment: Memorandum, CWU Stormwater Drainage Projects PowerPoint

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☐ Not Applicable

DIVISION: Engineering
Agenda Item No.: 2
Subject: Clean Water Utility Proposed Code Changes
Description: A proposed change to the county clean water utility code to reflect current practices.
Attachment: Memorandum
Request: *(Check boxes that apply)*
☐ Move to Consent ☐ Move to Regular
☐ None/Informational ☒ Discussion
☐ Signature Request ☐ Other: _____
IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

DIVISION: County Roads
Agenda Item No.: 3
Subject: Inter-agency Agreement – City of Mukilteo
Description: Public Works is requesting that the BOCC review the Interagency Agreement with the City of Mukilteo. Per the agreement, paint striping services are provided at the convenience of the Public Works Department (Roads Division) and reimbursed by the City of Mukilteo based on actual labor/equipment and materials cost up to \$35,000.00.
Attachment: Memorandum, Interagency Agreement, Attachment A, Exhibit A
Request: *(Check boxes that apply)*
☒ Move to Consent ☐ Move to Regular
☐ None/Informational ☐ Discussion
☐ Signature Request ☐ Other: _____
IT Review Complete: ☐ Not Applicable
Budget Review Complete: ☐ Not Applicable

DIVISION: Parks

Agenda Item No.: 4

Subject: Discussion of Boat Ramp Evaluation completed by Coastal Geologic Services for southwest Whidbey Island and North Camano Island.

Description: The purpose of this report was to evaluate the need for restoration or additional boat ramp sites due to problems with sand buildup causing ramp closures and maintenance problems Maxwelton, Robinson Road, and Utsalady boat ramps.

Attachment: Memorandum, Island County Boat Ramp Evaluation

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☐ Not Applicable

Agenda Item No.: 5

Subject: Marshall Drainage Basin & Surface Water Utility \$45,000 Loan Request

Description: Request for \$45,000 loan from the Roads Fund to the Marshall Storm and Surface Water Fund to allow for immediate replacement of the pump system and the pipe portion of the tide gate system.

Attachment: Memorandum, Attachment 1 - Draft Resolution

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"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☒

Agenda Item No.: 6

Subject: Marshall Drainage Basin & Surface Water Utility Assessments Options

Description: Follow-up from the Oct 5th, 2022, work sessions, regarding assessments to repay a loan balance and for three capital improvement projects. This meeting will discuss minimum and maximum assessment limits.

Attachment: Memorandum

Request: *(Check boxes that apply)*

- | | |
|---|---|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input checked="" type="checkbox"/> Other: <u>Direction</u> |

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☒

Agenda Item No.: 7

Subject: Marshall Drainage Basin & Surface Water Utility Assessments Draft Resolution / Code

Description: Follow-up from the Oct 5th work session; applying assessments to repay a loan balance and for three capital improvement projects, as well as increasing the annual maintenance and operations charge by \$15. A recommendation to rescind the Program of Credits section will also be discussed.

Attachment: Memorandum, Attachment 1 - Draft Resolution, Attachment 2 - Draft Code Changes, Attachment 3 - Draft Assessments per Parcel, Attachment 4 - Draft Letter to Parcel Owners, Attachment 5 - Draft Assessment Flyer

Request: *(Check boxes that apply)*

- | | |
|---|---|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input checked="" type="checkbox"/> Other: <u>Possible move forward to schedule public hearing in September</u> |

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☒



Island County Public Works

Connie Bowers, P.E., Director and County Engineer

1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: ConnieB@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

July 19th, 2023

TO: BOCC

FROM: Connie Bowers / Public Works Director / County Engineer

RE: Clean Water Utility (CWU) Capital Project Selection Guidelines

The Clean Water Utility (CWU) was formed in 2010. Over time the implementation of the program has developed and matured.

One element of the program is capital projects to manage stormwater and drainage facilities to reduce or control dangers to health, life, and property due to erosion, flooding, or pollution.

A presentation will be shared with the Board to prompt discussion on approaches and possible guidelines to use when evaluating and ranking potential projects.

Attachment: CWU Stormwater Drainage Projects PowerPoint

Clean Water Utility (CWU)

STORMWATER DRAINAGE PROJECTS

Planned management of / comprehensive approach to stormwater and drainage facilities to reduce or control:

Dangers to Health, Life and Property due to;

- Erosion
- Flooding
- Pollution





2010 Program Elements – Drainage projects

Derivation of Budget

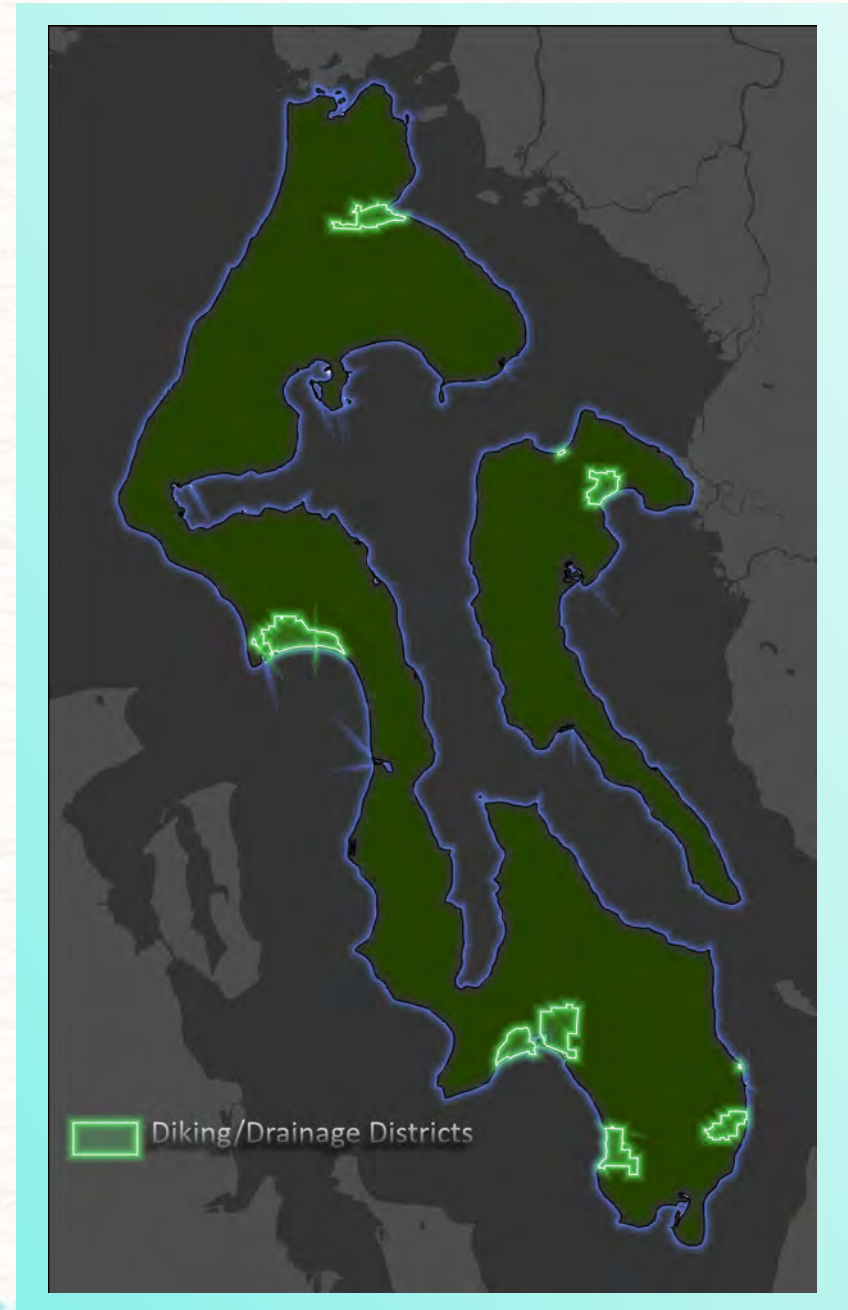
- Plan, design and construct capital drainage projects.
- Up to \$600,000 in increased funding of drainage projects
 - \$300,000 to replace REET funding of existing program

Justification of Need

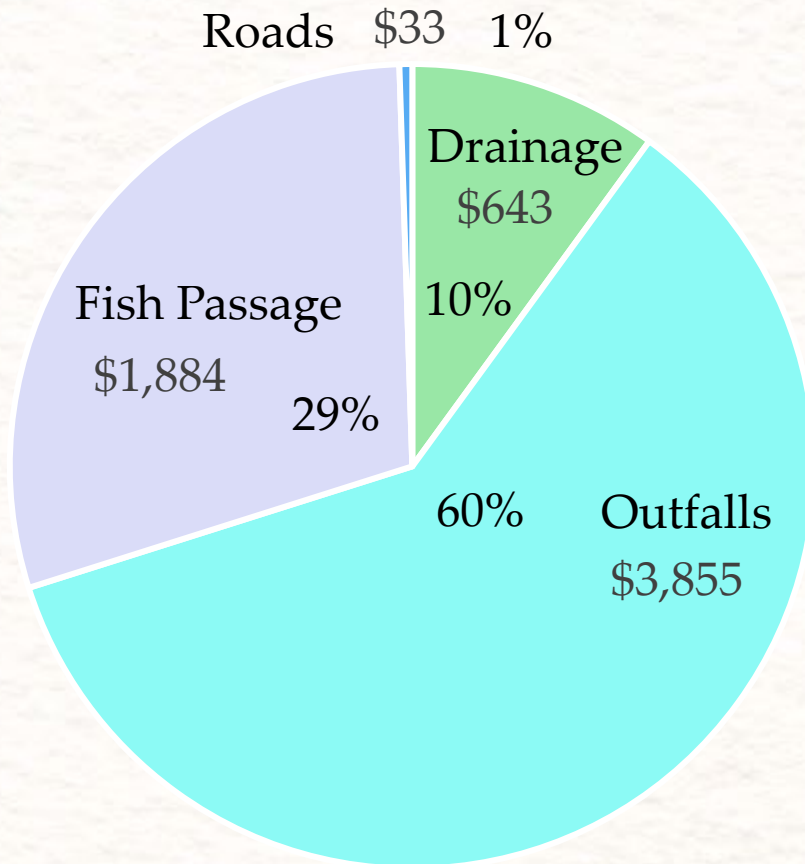
- There are an estimated \$10.7M worth of known drainage projects outside of the road system.
- Each year we generate 3 -5 new projects with estimated costs of approximately \$200,000 per project.

CWU Location Limitations

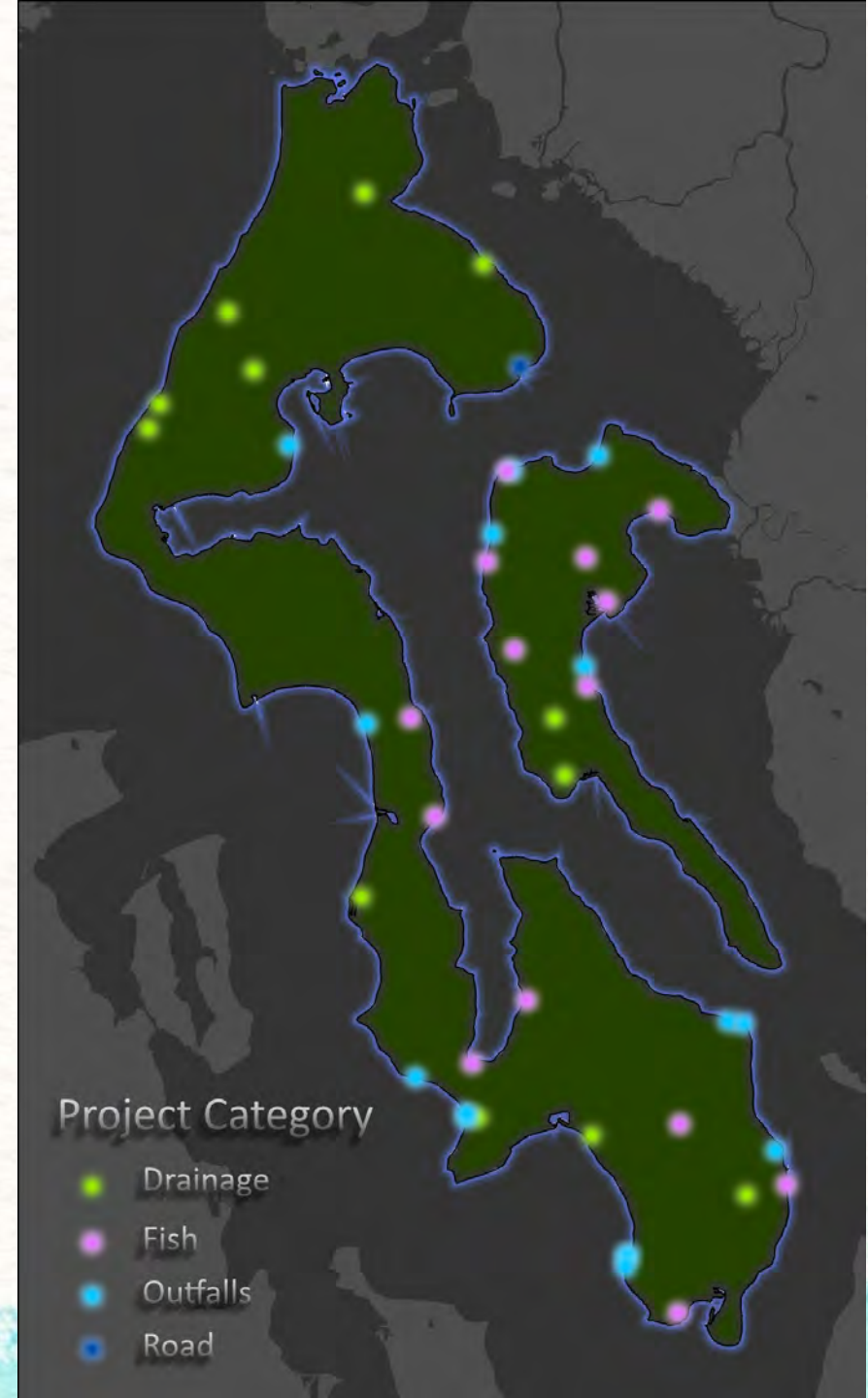
- Outside of the Marshall Drainage District
- Outside of active Diking or Drainage Districts
- Outside of the Right-of-Way
 - Not specified in code or establishing documents
 - Included in 2010 Program Elements discussion with BOCC
 - Included in CWU Brochure



Project Types 2012 – Q1 2023



Note: Dollars in \$1000



Abutter's Agreements – partnership approach

Owners Responsibility

- Design
- Permitting
- Contractor
- 3 quotes for materials

County's Responsibility

- Cost of materials

Priority Array considerations, once project is vetted by County

- Rank as a normal project
- Provide additional points for partnership
- **Top priority due to partnership (recommended)**

Once completed no county responsibility or opportunity for another abutter's agreement unless there are extenuating circumstances

Fish Passage projects included circa 2018

How does this fit with the objective?

- Improves safety
 - replacing damaged culverts that threaten roads / access
- Improves drainage / reduces erosion
 - replacing damaged culverts
 - Increasing size of culverts

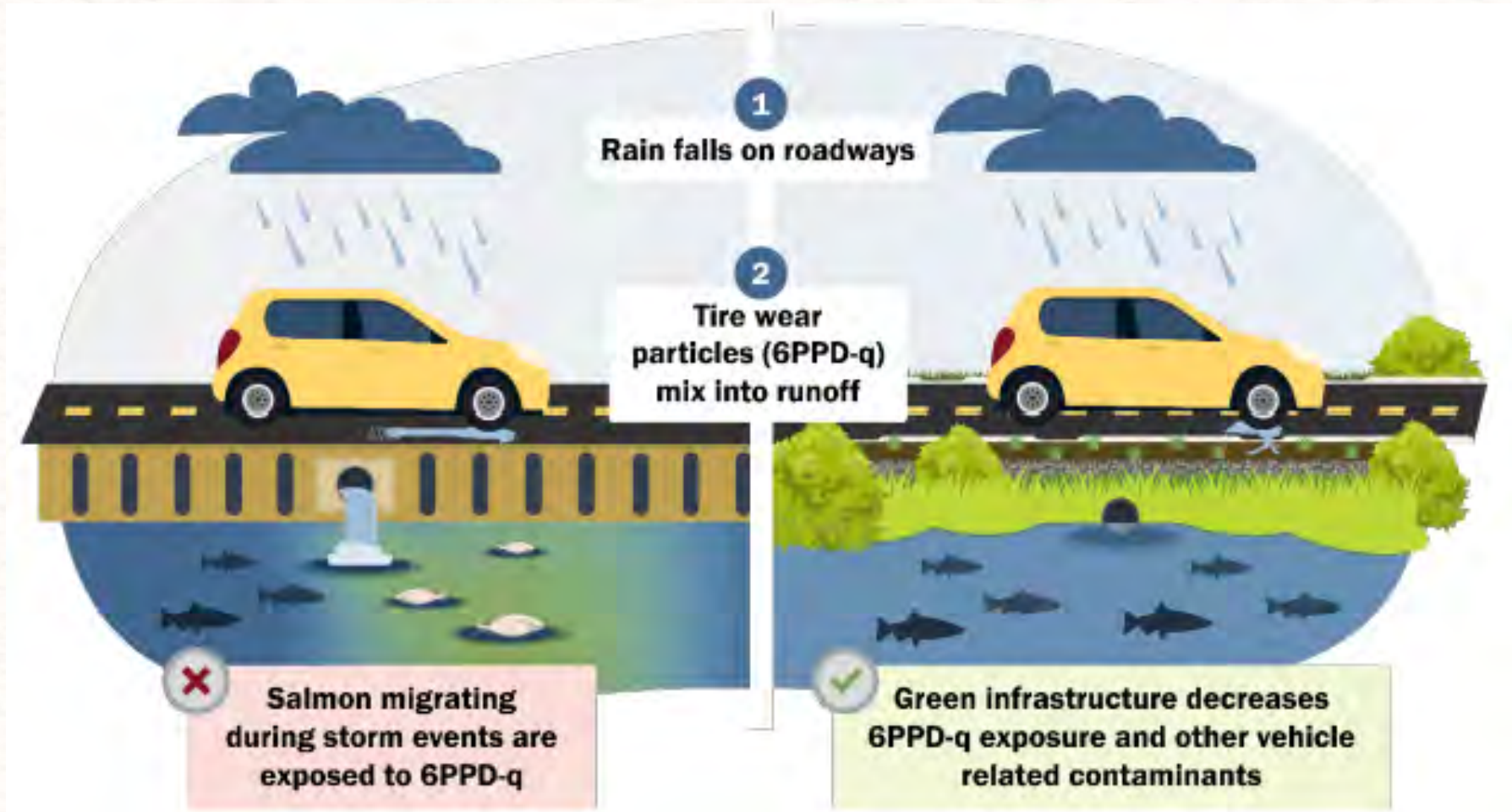
- Many projects change to fish passage during the design phase
 - Need identified by the state
- Most of the cost of construction tends to be in the right of way
- Draft 2024 Plan
 - 9 out of 14 projects are fish passage

Fish Passage – Outside of Right of Way Road Funds Limited

- Road funds may be used for projects related to roads
- Road fund limit tied to Annual Construction Plan
 - Expect range of \$ 30 - \$60K for all fish passage projects in that year
- Costs must not exceed 25% of project total
 - Expect range of \$150K - \$425K

Recommended Direction: a combined use of CWU and Roads funds for Fish Passage

Possible New / Future Category for Pollution



Emphasize
projects with
total CWU costs
less than \$1.5 M?

- Matches intent of lower cost projects
 - \$275K (in today's dollars) was mentioned in discussion documents.
- Draft 2024 CWU plan projects cost range
 - \$260K, Edgecliff Outfall (construction only at this point, \$160K)
 - Majority of work is outside of the right of way
 - \$6M, Carp Creek Vicinity Drainage Improvements (includes design, right of way, and construction)
 - Majority of work is outside of the right of way
 - Average of \$1.51M per project (from the 2024 draft CWU Plan)

Recommended Natural Water Body Guidance

Permits often required from:

Island County

Washington Department of
Fish and Wildlife

State Department of Ecology

Corps of Engineers

- Streams, rerouting of stream only if there is a clear demonstration of environmental value, and aligns with permitting agencies (matches state interests)
- Wetlands, overflow option only
- Lakes, overflow option only
- Tidal Action
 - consider issues unrelated to tidal action
 - Do not install new tidegates
 - Permit challenges
 - Require ongoing
 - Maintenance and Replacement

Recommended
direction: do not
address historic
conditions

Properties identified as having:

- drainage features (ie drainage easement on plat map)
- wetlands at the time of purchase (ie identified in plat map, permit documents, etc)
- local responsibility for a drainage feature (ie private management group for a tidegate or agricultural feature)

Recommended direction: gravity flow projects only (no pumps)

- Limited effectiveness
- Require ongoing
 - Utility costs
 - Maintenance
 - Replacement (every 5-7 years)

Example scenarios where pumps are requested:

- Old saltwater lagoon, spit, or other low elevation area that has been built up.
 - Pump water up out of development over berms to drain to the ocean.
 - Mostly serves as an aid to decrease recovery time after flood event.
- Closed depression – a low point with no natural outlet
- Existing installations:
 - Marshall drainage (3 pumps)
 - Maxwellton Road (3 - 4 pumps)
 - Pine Street (2 pumps)

Current CWU Priority Array Factors

- Safety, up to 5 points each

- Structure or Road Damage
- Septic Impact
- Yard Impact (change to property)
- Bluff Erosion
- Road Nuisance

- Community Support, up to 5 points

Constructability, up to 5 points each except as noted

- Cost
- Potential grant source, up to 2 points
- Maintenance
- Easement
- Ease of easements

Environmental Impacts

- Potential, up to 10 points
- Permits, up to 5 points

RECOMMENDED CHANGE: Where easements are needed require intent to provide no-cost easement before start of preliminary design, except for projects which protect existing infrastructure

Current Fish Passage Priority Array Factors

- Safety, up to 5 points each

- *Culvert condition*
- *Capacity, undersized*
- *Traffic volume*
- *Length of detour*
- *Detour maintenance*
- *# of houses affected*

- Community Support, up to 5 points

Constructability, up to 5 points each except as noted

- Cost
- Potential grant source, up to 2 points
- ~~Maintenance (not in this array)~~
- Easement
- Ease of easements

Environmental Impacts

- Potential, up to 10 points
- Permits, up to 5 points

Note – differs from the CWU array in the safety area and the removal of maintenance in the constructability area



Island County Public Works

Connie Bowers, P.E., Director and County Engineer

1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: ConnieB@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

July 19th, 2023

TO: BOCC

FROM: Connie Bowers / Public Works Director / County Engineer

RE: Clean Water Utility (CWU) Proposed Code Change

The Public Works Director and Health Director have provided annual CWU updates at work sessions. These meetings often included discussions of projects and activities, capital project selection / scheduling, budgeting, and if phase 2 items should be implemented.

A reader of the current code might expect that a physical report is generated. The proposed draft code modifies the Annual Report section (15.03.160) to better represent the current interaction with the Board. (strike through indicates deletion, underline represents addition).

Current Code:

15.03.160 – Annual Report

The Director of Public Works or the director's designee shall prepare an annual report to the Board of County Commissioners, describing the implementation of the clean water utility, annual revenue generated and the use of that revenue, and any other information deemed necessary by the director.

Draft Code:

15.03.160 – Annual Report

The Director of Public Works or the director's designee shall ~~prepare an annual report to meet with~~ the Board of County Commissioners annually, describing the implementation of the clean water utility, ~~annual revenue generated and the use of that revenue~~ a proposed six-year capital projects program, cash flow, and any other information deemed necessary by the director.

**Island County Public Works***Connie Bowers, P.E., Director and County Engineer*1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: ConnieB@islandcountywa.gov | www.islandcountywa.gov**MEMORANDUM**

July 19, 2023

TO: Board of County Commissioners

FROM: Connie Bowers, Public Works Director / County Engineer

RE: Interagency Agreement – City of Mukilteo

The Public Works Department is presenting to the Board of County Commissioners (BOICC), at its July 19, 2023, Work Session, the Interagency Agreement with the City of Mukilteo.

Per this agreement, paint striping services are provided at the convenience of the Public Works Department (Roads Division) and reimbursed by the City of Mukilteo based on actual labor/equipment and materials cost up to \$35,000.00.

Island County Public Works has entered into an Interagency Agreement with City of Mukilteo annually, in 2019, 2020, and 2022. These services were not provided by the County in 2021 due to paint supply issues.

After the BOICC discusses the Interagency Agreement with the City of Mukilteo, Public Works requests that the agreement move to Consent for approval.

INTERAGENCY AGREEMENT
Reimbursable
ISLAND COUNTY PUBLIC WORKS

This Interagency Agreement, dated ____ day of _____, 2023, is between **ISLAND COUNTY**, hereinafter referred to as "**COUNTY**", and **CITY OF MUKILTEO**, hereinafter referred to as "**AGENCY**".

WHEREAS, RCW Chapter 39.34 permits governmental agencies to enter into agreements with one another for joint or cooperative action; and

WHEREAS, the **COUNTY** wishes to promote mutual cooperation among the various departments; and

WHEREAS, the **AGENCY** is requesting from the **COUNTY**, as a reimbursable request, assistance as described in Attachment A and Exhibit A;

NOW, THEREFORE, for and in consideration of the mutual and valuable benefits to be derived by the parties pursuant to this Agreement:

WITNESSETH: It is hereby agreed by and between the **COUNTY** and the **CITY OF MUKILTEO** as follows:

1. The **AGENCY** agrees to:
 - a. request **COUNTY** assistance in writing through its designated official citing description of work/service requested.
 - b. reimburse the **COUNTY** for the cost of providing assistance, with payment due within thirty days of receipt of bill.
 - c. defend, hold harmless and indemnify the **COUNTY**, its agents and employees from any and all claims, suits or actions, including the cost of defense, rising from the willful or negligent acts and omissions of the **AGENCY'S** officers and employees while operating under this agreement.
 - d. responsible for providing all traffic control in accordance with the Manual on Uniform Traffic Control Devices.
 - e. responsible if paint gets on any vehicle during application of paint striping.
2. The **COUNTY** agrees to:
 - a. be the administrator of this agreement through the Public Works Director or his/her designee.
 - b. After receipt of a request for **COUNTY** assistance, advise the **AGENCY** if resources are available or not and the approximate time they would be provided or available for use.
 - c. submit an itemized invoice to the **AGENCY** upon completion of requested assistance.

- d. Retain control and direction of all **COUNTY** personnel and **COUNTY** equipment provided to the **AGENCY** for completion of requested assistance.
 - e. defend, hold harmless and indemnify the **AGENCY**, its agents and employees from any and all claims, suits or actions, including the cost of defense, rising from the willful or negligent acts and omissions of the **COUNTY'S** officers and employees while operating under this agreement.
- 3. The **AGENCY** certifies that sufficient budgeted funds are available to cover the cost of the requested work or services, and that payment to the **COUNTY** Road Fund will be made within thirty days of receipt of bill. The **COUNTY** will finance and budget its responsibilities under this agreement.
 - 4. No real or personal property will be jointly acquired for use in fulfilling this agreement. Any such property used in this agreement is the property of the **COUNTY**.
 - 5. It is agreed that any amendments, modifications, or changes to this Agreement must be in writing and approved by the parties, hereto.
 - 6. This agreement shall take effect upon its execution by the **AGENCY** and the **COUNTY**. It shall continue in force and effect through completion of the requested services as outlined in Attachment A and reimbursement to Island County Public Works as outlined in Exhibit A.
 - 7. Either party may terminate this agreement early by providing a thirty (30) day written notice of the intent to terminate to the other party. The **AGENCY** shall pay the **COUNTY** for all requested work or services provided through the date of termination.
 - 8. Prior to its entry into force, this agreement shall be filed with the Island County Auditor.

Approved this _____ day of _____, 2023

**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON**

Janet St. Clair, Chair

CITY OF MUKILTEO

Joe Marine, Mayor of City of Mukilteo

Date

ATTACHMENT A

The undersigned hereby requests that the following described work be performed by the County Public Works Department (Roads Division) for **CITY OF MUKILTEO**. It is understood that this work will be done at the convenience of the Public Works Department (Roads Division) and that the undersigned **CITY OF MUKILTEO** will reimburse all costs.

Invoicing for work performed will be based on actual labor/equipment/materials costs. Payment shall be due upon receipt of invoice.

DESCRIPTION OF WORK/SERVICE REQUESTED: Paint striping the City of Mukilteo roads per Exhibit A.

Desired Completion Date: October 31, 2023

Total Cost Not to Exceed: \$ 35,000.00

The undersigned certifies that sufficient budgeted funds are available to cover the cost of the requested work or services, and that payment to the Road Fund will be made promptly unless otherwise modified in this agreement.

City of Mukilteo

Joe Marine, Mayor of City of Mukilteo

Date: _____

EXHIBIT A
Island County Public Works
Reimbursable Cost Estimate for Paint Striping for City of Mukilteo

Employee Costs	Cost	Quantity	Amount	
Operator	\$ 53.53	40	\$ 2,141.20	
Operator	\$ 37.50	40	\$ 1,500.00	
Applicator	\$ 49.17	40	\$ 1,966.80	
			<u>\$ 5,608.00</u>	Total Labor
Equipment Costs	Cost	Quantity	Amount	
Paint Striper	\$ 58.00 per hour	40	\$ 2,320.00	
Ferry Fare	\$ 37.20 per day	8	\$ 297.60	
Commuter Vehicle 136	\$ 13.00 per hour	40	\$ 520.00	
			<u>\$ 2,617.60</u>	Total Equipment
Materials	Cost	Quantity	Amount	
Yellow paint	\$ 14.14 per gallon	500	\$ 7,070.00	
White paint	\$ 14.14 per gallon	500	\$ 7,070.00	
Glass beads	\$ 0.50 per lb bag	9600	\$ 4,800.00	
			<u>\$ 18,940.00</u>	
			\$ 1,666.72	Tax at 8.8%
			<u>\$ 20,606.72</u>	Total Materials
		Subtotal	\$ 28,832.32	
	2023 Overhead Cost 19.91%		<u>\$ 5,740.51</u>	
			<u><u>\$ 34,572.83</u></u>	

This cost estimate is based on information provided by City of Mukilteo. The estimate is based on 2023 labor and equipment rates, and cost of material. The estimate is based on three employees working a total of 40 hours each.



Island County Public Works

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M E M O R A N D U M

July 19, 2023

TO: Board of County Commissioners – Island County

FROM: Fred Snoderly / Assistant Director, Public Works

RE: Boat Ramp Evaluation Discussion

Public Works will present a power point presentation on the boat ramp evaluation completed by Coastal Geologic Services. This discussion will include the site selection process for new potential boat ramps and suggested mitigation techniques for Robinson, Maxwellton and Utsalady boat ramp with high level estimates.

Attachments:

Power Point Presentation



Southwest Whidbey
and
Northern Camano
Boat Ramp Evaluation



Purpose of the Study

Evaluate the need for restoration or additional boat ramps on southwest Whidbey and northern Camano.

Due to sand drift limiting or eliminating use of three boat ramps.

- Robinson Road
- Maxwellton
- Utsalady

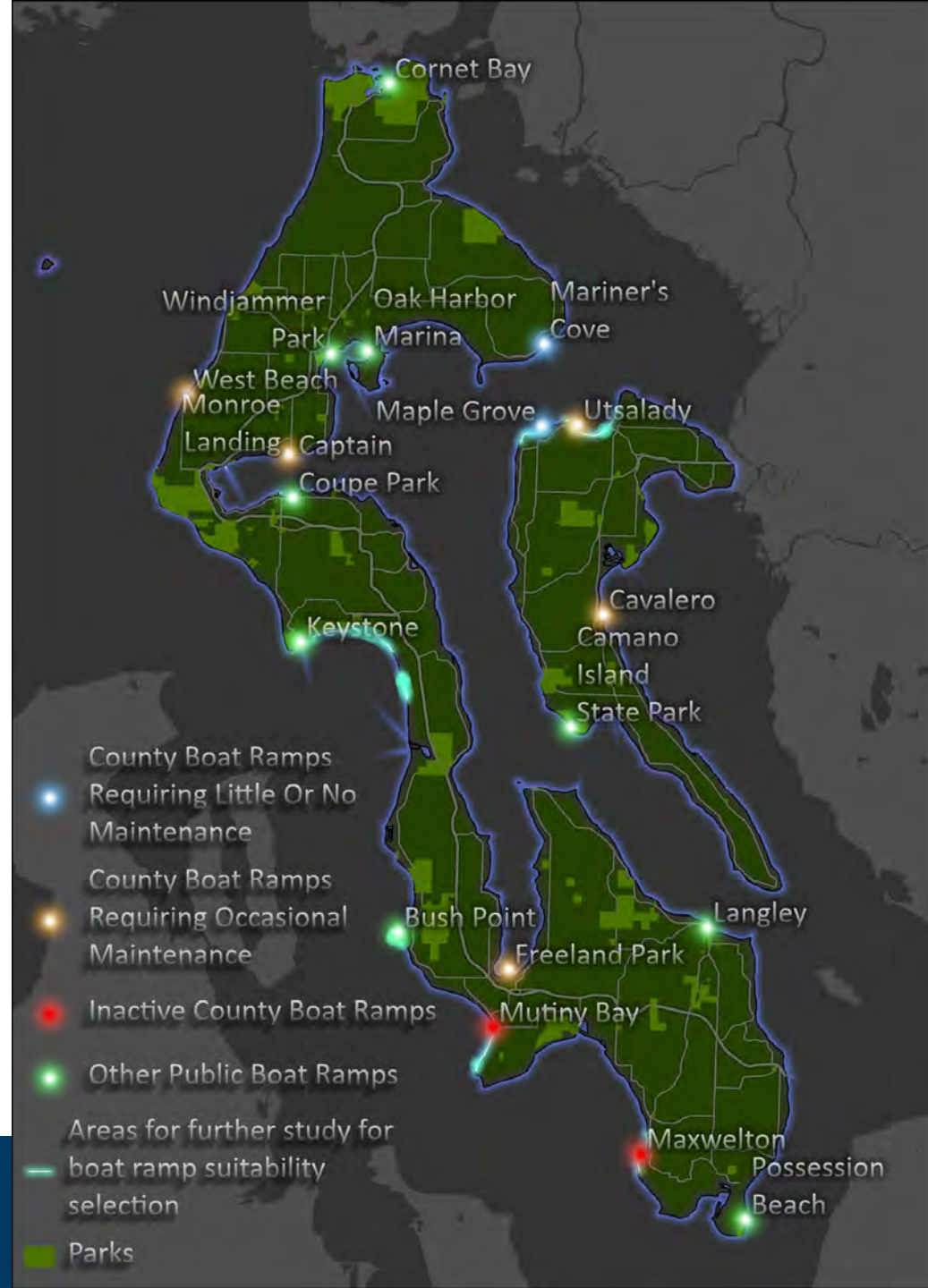


Elimination and Visual Screening

Location scores based on:

- Steep/High Bluff
- Beach stability
- Wave energy
- Public accessibility
- Presence of eelgrass
- Salt marshes and wetlands
- Impacts on infrastructure
- Potential maintenance
- Parcel ownership

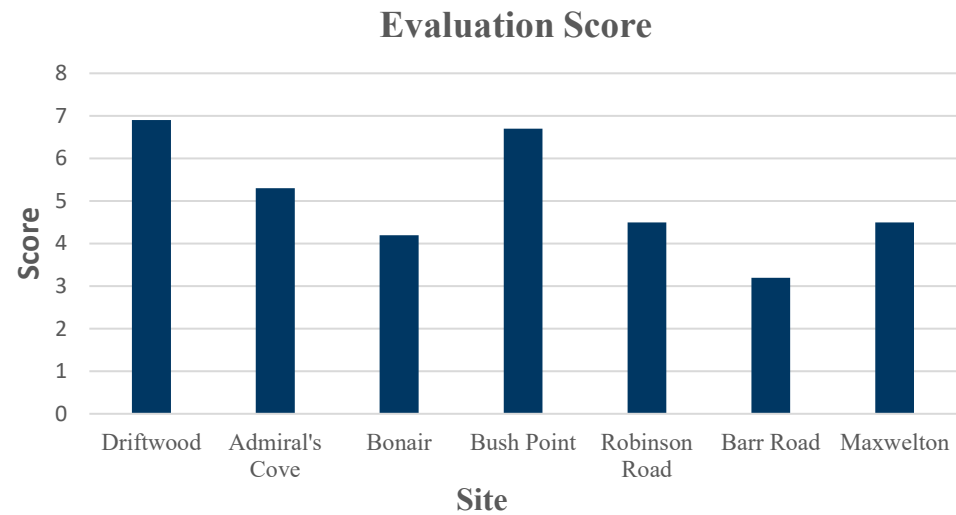
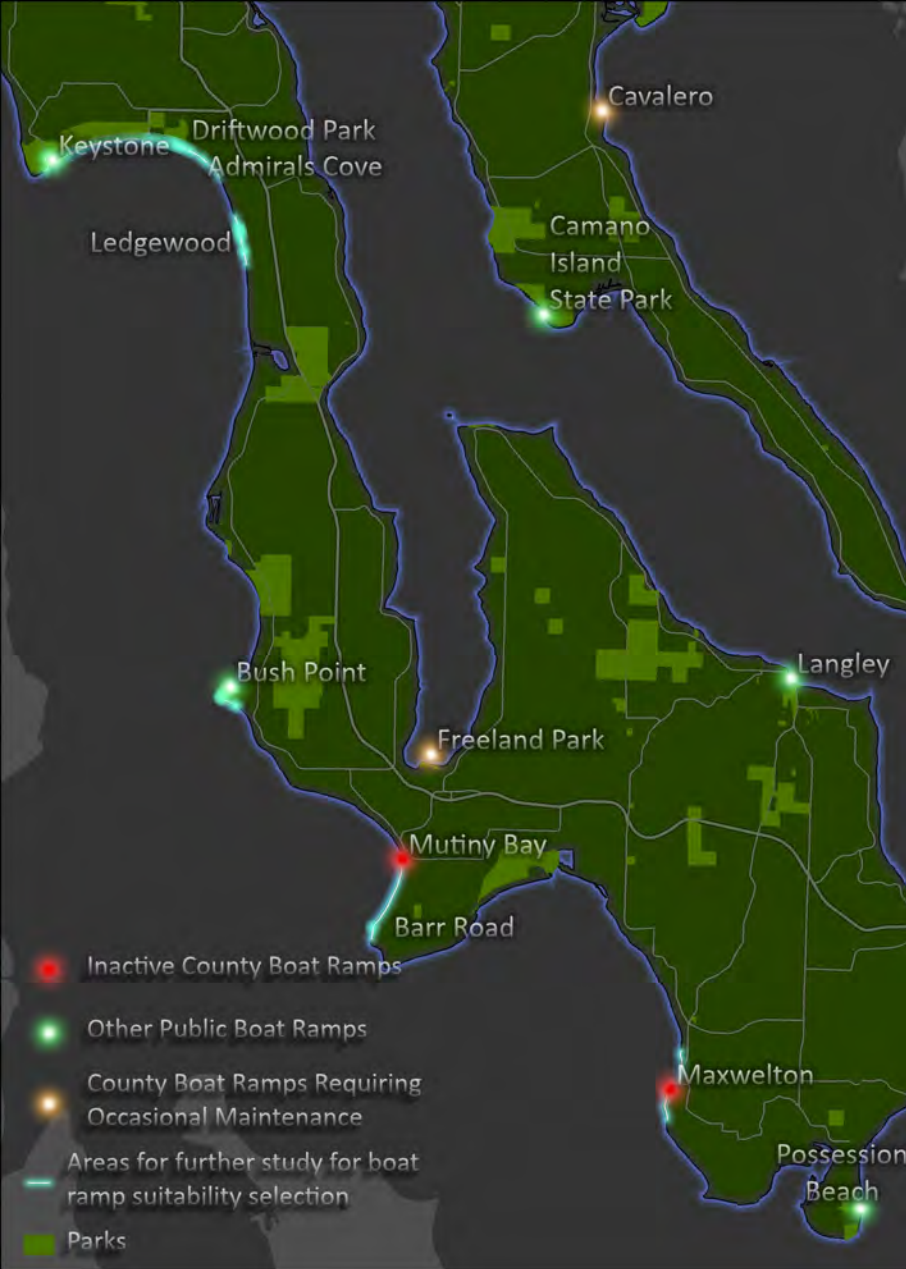
10 locations were identified for further study.



Southwest Whidbey

7 locations on southwest Whidbey were identified for further evaluation.

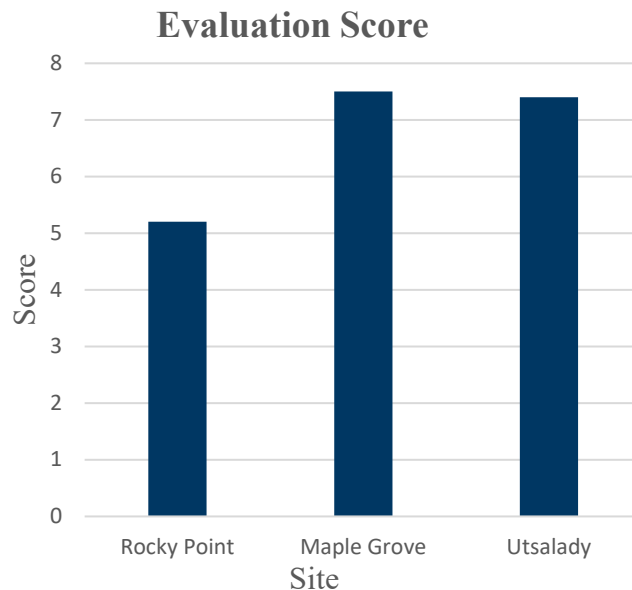
Low added value, as each is within 5 miles of existing public boat ramps.



Camano

3 locations on northern Camano were identified for further evaluation.

Low added value. As each is within 5 miles of existing public boat ramps.



Existing Issues and Potential Mitigation

Robinson Beach, Maxwellton, and Utsalady boat ramps all are unusable most/all of the year due to littoral drift and sand build up.

The following mitigation techniques were evaluated:

- Robinson Road - Elevated boat ramps, \$3.75 Million.
- Maxwellton – Elevated boat ramps and Rubber mat boat ramps, neither feasible.
- Utsalady – Rehabilitate and elevate existing ramp by adding 8” cap over existing, \$220,000.

Robinson Boat Ramp Potential Mitigation

Challenging location due to its high degree of littoral drift.

Possible option:

Elevated boat ramp to mitigate littoral drift.

Estimated cost 3.44 Million



Elevated boat ramp in Manchester, WA

Maxwelton Boat Ramp is not suitable for Mitigation

Challenging location due to its high degree of littoral drift.

Possible option:

Elevated boat ramp to mitigate littoral drift.



Utsalady Boat Ramp Possible Mitigation

Good location due to its relatively stable shoreline.

Possible option:

Rehabilitate and elevate existing ramp surface approximately 8 inches extending it further into the bay.

Estimated cost \$220,000





Discussion





Island County Public Works

Connie Bowers, P.E., Director and County Engineer

P.O. Box 5000, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: ConnieB@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

July 19, 2023

TO: Board of County Commissioners – Island County

FROM: Connie Bowers – Director/County Engineer

RE: Marshall Storm & Surface Water Utility Assessments \$45,000 Loan Request

One of the capital projects for the Marshall Drainage Basin and Surface Water Utility that was discussed at the October 5th, 2022, work session was for immediate replacement of the pump system. The system sustained further damage during the December 2022 King Tide event. The pipe portion of the tide gate was also damaged during the event. The estimated cost for this work is \$45,000.

Due to emergency work during the December 2022 King Tide Event, the current balance of the Marshall Storm & Surface Water Utility is **-\$2541**.

In order to complete the work before the next rainy season, we are proposing a loan of \$45,000 from the Roads Fund (Fund 101) to the Marshall Storm & Surface Water Utility Fund (Fund 144) for a period of up to 5 years from the date of withdrawal.

We are in the process of developing an assessment methodology that will provide funds to repay the proposed loan, as well as repay a \$20,000 loan from 2017 and two other capital projects.

Next Steps: Depending on the direction today

- Modifying the resolution and / or code based on Commissioner input and return to work session
- Scheduling the resolution as a consent agenda item at a regular BICC meeting

Background, decisions from the Oct. 5th Work Session:

- Reissue the 2017 Real Estate Excise Tax loan to the Utility
 - The commitment for this action was taken Dec. 13th, 2022, with resolution R-41-22
 - At the Oct 5th work session, we discussed a \$26 per lot assessment

- Afterwards I realized that we could apply this assessment just as capital charges are assessed, by pervious / impervious surface quantities. As the loan represents capital expenditures, staff recommends this approach
- Apply a capital improvements assessment in the amount of \$125,000 for three upcoming projects:
 - Immediate Pump Replacement estimated at \$45,000
 - Two of the three pumps failed during the December king tide event
 - Seashell Dr Drainage Project estimated at \$40,000
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 - An emergency, temporary, replacement was required during the December king tide event
- Additional Maintenance and Operations (M&O) Costs
 - Increase M&O charges by \$15 to build up funds for regular replacement of the three pumps and controller, bringing the annual M&O cost to \$45.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON**

IN THE MATTER OF APPROVING)	RESOLUTION C-XX-23
AN INTERFUND LOAN FROM THE)	R-XX-23
ISLAND COUNTY ROAD FUND TO)	
THE ISLAND COUNTY MARSHALL)	
STORM AND SURFACE WATER)	
UTILITY FUND)	

WHEREAS, the three pump system and the pipe portion of the tide gate system were identified for replacement this year due to poor condition,

WHEREAS, the three pump system and the pipe portion of the tide gate system were further damaged during the December 2022 King Tide Event,

WHEREAS, in order to provide sufficient monies to make the identified repairs, it is necessary to borrow \$45,000 from the Island County Roads Fund,

WHEREAS, the funds are available in the Roads Fund,

WHEREAS, regulations governing interfund loans require that they bear interest at a rate equal to the externally earned rate available to the County and that the term of the loan shall be for no more than five (5) years; and

WHEREAS, the Island County Treasurer oversees the status and disposition of interfund loans with the Island County Auditor recording the balance due at the end of each calendar year as a liability of the borrowing fund and a receivable of the source fund;

NOW THEREFORE, BE IT HEREBY RESOLVED that an interfund loan, not to exceed \$45,000, is authorized from Fund 101 (Island County Roads Fund) to Fun 144 (Marshall Storm and Surface Water Utility Fund) with interest charged at the rate earned by the County funds in the State Investment Pool; said loan to be paid in full, in annual payments, within 5 years of the date of withdrawal of the funds from the Roads Fund. Direction of transfer of funds from the Roads Fund to the Marshall Store and Surface Water Utility Fund for the interfund loan will be given to the Treasurer's Office by the Public Works Director.

APPROVED this _____ day of _____, 2023

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Janet St. Clair, Chair

Jill Johnson, Member

Melanie Bacon, Member

ATTEST:

JENNIFER ROLL
Clerk of the Board



Island County Public Works

Connie Bowers, P.E., Director and County Engineer

P.O. Box 5000, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: ConnieB@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

July 19, 2023

TO: Board of County Commissioners – Island County

FROM: Connie Bowers – Director/County Engineer

RE: Marshall Drainage Basin & Surface Water Utility Assessments Options

At the October 5th, 2022, work session, the need to apply assessments to the Marshall Drainage Basin and Surface Water Utility (Utility) was discussed. The calculated assessments determine how much each parcel should be charged to meet the total amount needed, \$145,000, to repay the loan and fund the capital improvement projects. The calculations are based on the pervious and impervious surface area in the Utility area for each parcel. The 1995 assessment included minimum and maximum annual limits.

Changes to the minimum limit change the total amount collected.

The minimum amount was applied to a parcel if the calculated assessment for the parcel was less than the minimum limit. This results in collecting more than the target total value, because the parcel is being charged more than the calculated amount. Without a minimum limit, the smallest annual assessment would be \$1.74.

Changes to the maximum limit do not change the total amount collected but do change the amount charged to the Real Estate Excise Tax (REET).

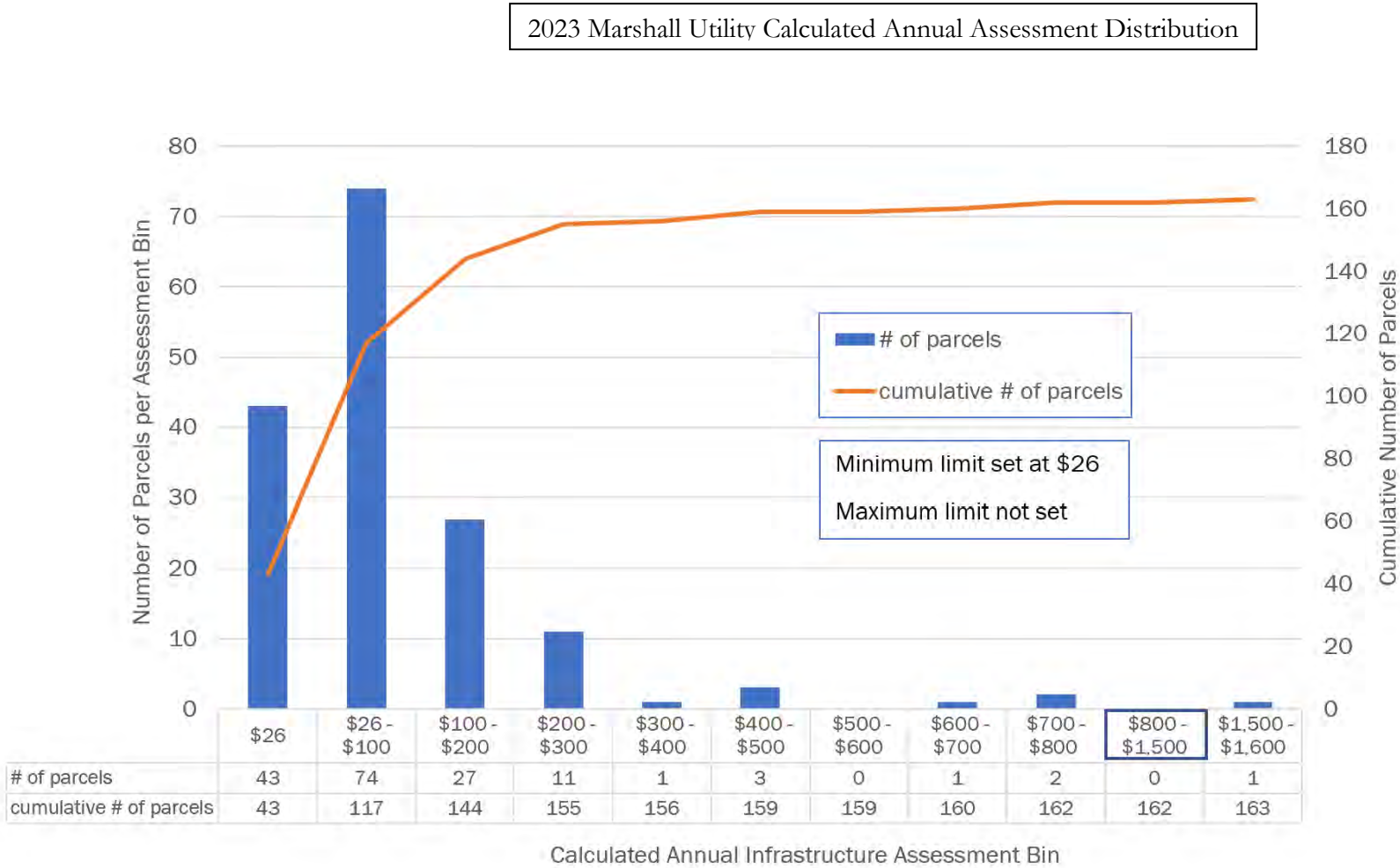
The maximum amount was applied to a parcel if the calculated assessment for the parcel was more than the maximum limit. The difference between the calculated amount and the maximum limit was charged to the Real Estate Excise Tax fund. Without a maximum value, the largest annual assessment would be \$1,606.15.

County right of way is assessed based on the amount of pervious and impervious surface in the Utility. The minimum and maximum limits are not applied to right of way.

The following chart shows the number of parcels across various annual assessment bins for a case where the minimum annual limit is \$26 and there is no maximum annual limit. It's a fairly easy way to look at different maximum annual limit cases and see the number of parcels that would be affected.

The Engineer's recommendation is to have a minimum annual limit of \$26 and no maximum annual limit, as shown.

Next Step: Return to work session with draft resolution, draft code, list of properties with proposed assessments



Detailed additional Information:

The table below shows 4 options, followed by detailed information on their development.

1. Minimum / Maximum annual limits adjusted for inflation
2. **Engineer's Recommendation:** Achieve similar percent of parcels triggering the minimum annual contribution as in 1995, do not apply a maximum limit. This \$26 minimum seemed reasonable and is used for the following two cases
3. Achieve similar percent of parcels triggering the maximum annual contribution as in 1995
4. Adjust the maximum annual limit such that the total REET Fund contribution will be a similar percentage as in 1995.

	Min Annual per parcel	Min 5-year Total per parcel *	Number of parcels met min	Max Annual	Max 5-year Total *	Number of parcels met Max	REET Fund Total	Total Received from all parcels, roads, and REET
1	\$190	\$1,118	144	\$ 790	\$ 4,647	2	\$ 4,851	\$257,107
2	\$ 26	\$ 153	43	\$ 0	\$ 9,500	1	\$ 0	\$149,505
3	\$ 26	\$ 153	43	\$ 235	\$ 1,382	13	\$22,002	\$149,505
4	\$ 26	\$ 153	43	\$ 422	\$ 2,482	7	\$12,888	\$149,505

Option 1: Minimum / Maximums annual limits adjusted for inflation. The minimum and maximum annual contributions for an individual parcel are increased by inflation. The projected collected value significantly exceeds identified infrastructure funding needs. The previous project total was estimated at \$635,000, over 4 times more than the current estimate of \$145,000, with that in mind, higher minimums and maximum annual limits would had a different impact.

- 1995 minimum annual limit: \$96 adjusted for inflation: \$190
- 1995 maximum annual limit: \$400 adjusted for inflation: \$790
 - Previously REET paid the difference between the calculated charge and the maximum annual charge. The calculations assume this will continue. The table above includes a column for REET Fund Total as this value changes as the maximum annual limit is changed.

Option 2: ENGINEERS RECOMMENDATION - Achieve similar percent of parcels triggering the minimum annual contribution from 1995 and remove the maximum annual limit. Decrease the minimum annual contribution amount to a level that provides a percent of qualifying parcels that is similar to 1995.

A previous spreadsheet shows 48 parcels out of 181 total parcels were set at the minimum of \$96.00. (26.5% of parcels) The number of parcels within the basin has changed over time from the 181 total parcels to 163 total parcels. This was due to primarily to parcels combining. Changing the minimum annual charge to \$26 results in a close equivalent percent of parcels that are charged the minimum annual amount. (43 parcels out of 163 total parcels, 26.3%)

Option 3: Achieve similar percent of parcels triggering the maximum annual contribution.

Decrease the maximum annual contribution amount to a level that provides a percent of qualifying parcels that is similar to 1995. Note that as the maximum annual value is decreased not only are the number of parcels that qualify increased, but some parcels will see a greater reduction in the amount they pay, and the contribution by the REET fund is increased to compensate.

A previous spreadsheet shows 15 parcels out of 181 total parcels were set at the maximum annual limit of \$400. (8.3% of parcels) Changing the maximum annual charge to \$235 results in a close equivalent percent of parcels that are charged the minimum annual amount. (13 parcels out of 163 total parcels, 8%).

Option 4: Adjust maximum annual limit such that the total REET Fund contribution will be a similar percentage of the 1995 charges. The previous infrastructure charges totaled \$635,000. The total REET contribution to the funding was \$56,213.70. This is a percent of 8.85%. The current project estimate is \$145,000. Applying the same percentage of 8.85% results in a total REET contribution of \$12,836.

Background, decisions from the Oct. 5th Work Session:

- Reissue the 2017 Real Estate Excise Tax loan to the Utility
 - The commitment for this action was taken Dec. 13th, 2022, with resolution R-41-22
 - At the Oct 5th work session, we discussed a \$26 per lot assessment
 - Afterwards I realized that we could apply this assessment just as capital charges are assessed, by pervious / impervious surface quantities. As the loan represents capital expenditures, staff recommends this approach
- Apply a capital improvements assessment in the amount of \$125,000 for three upcoming projects:
 - Immediate Pump Replacement estimated at \$45,000
 - Two of the three pumps failed during the December king tide event
 - **WOULD LIKE APPROVAL TO START THIS PROJECT NOW**
 - Seashell Dr Drainage Project estimated at \$40,000
 - Tide Gate Replacement estimated at \$40,000
 - An emergency, temporary, replacement was required during the December king tide event
 - **WOULD LIKE APPROVAL TO START THE CULVERT REPLACEMENT PORTION OF THE PROJECT NOW**
- Additional Maintenance and Operations (M&O) Costs
 - Increase M&O charges by \$15 to build up funds for regular replacement of the three pumps and controller, bringing the annual M&O cost to \$45.



Island County Public Works

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MEMORANDUM

July 19, 2023

TO: Board of County Commissioners – Island County

FROM: Connie Bowers – Director/County Engineer

RE: Marshall Drainage Basin & Surface Water Utility Assessments Draft Code / Resolution

At the October 5th, 2022, work session, we discussed the need for applying assessments to the Marshall Drainage Basin and Surface Water Utility (Utility, **see Background** at the end of the memo for more information). The needs focused on three areas; an outstanding loan balance, the need for three capital improvement projects, and the need to increase the Maintenance and Operations fee to build a fund balance for regular pump / controller replacements.

At the July 19th, 2023, work session, four minimum / maximum assessment options were discussed. The Engineer's recommendation was for to apply a minimum assessment amount of \$26 / parcel and not to apply a maximum amount. Outside of the minimum / maximum values, each parcel is assessed per amount of pervious / impervious surface for parcels in the Marshall Drainage Basin.

During review of code with the Treasurer last year, she provided a recommendation to rescind section 15.02.075 – Program of Credits. This section provides:

- necessary support for the poor and infirm
- a credit for those parcels that have qualified on-site mitigation that exceeds the county standards

This section was added in 1998 and modified in 2005 and 2019. The Treasurer indicated that this section of code increases the complication of administering the billing for the Utility, it shifts the burden of the credited amount to the other parcel owners in the Utility, and it has had no active parcels in recent years.

Attached is a draft resolution and code amendment developed based on the Engineer's recommendation from the July 19th Work session, the treasurer's recommendation above, and the decision points from the Oct. 5th work session (listed in the **Background section**). If the Board prefers a different direction, the draft code / resolution can be updated and return at another work session.

The code is written such that the assessments would start in 2024.

Next Steps: Depending on the direction today

- Modifying the resolution and / or code based on Commissioner input and return to work session
- Setting the public hearing
 - Mail out information to parcel owners within the district
 - Community meeting prior to the public hearing to explain the proposed changes and be available for questions
- Send outreach letters to parcel owners (draft attached)
- Post outreach flyers (draft attached)
- Hold public meeting / open house in Clinton
- Public hearing

Background, decisions from the Oct. 5th Work Session:

- Reissue the 2017 Real Estate Excise Tax loan to the Utility
 - The commitment for this action was taken Dec. 13th, 2022, with resolution R-41-22
 - At the Oct 5th work session, we discussed a \$26 per lot assessment
 - Afterwards I realized that we could apply this assessment just as capital charges are assessed, by pervious / impervious surface quantities. As the loan represents capital expenditures, staff recommends this approach
- Apply a capital improvements assessment in the amount of \$125,000 for three upcoming projects:
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- Additional Maintenance and Operations (M&O) Costs
 - Increase M&O charges by \$15 to build up funds for regular replacement of the three pumps and controller, bringing the annual M&O cost to \$45.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON**

IN THE MATTER OF AMENDING)	RESOLUTION C-XX-23
ISLAND COUNTY CODE 15.02,)	R-XX-23
STORM AND SURFACE WATER)	
UTILITY)	

WHEREAS, Island County previously adopted Ordinance R-55-95 establishing the Marshall Storm and Surface Water Utility (Utility) on December 19th, 1995, and

WHEREAS, Infrastructure was installed in 1996 and

WHEREAS, Island County previously adopted Ordinance R-07-17 on February 21st, 2017, providing a \$20,000 interfund loan from the Real Estate and Excise Tax Fund to the Utility to repair an unanticipated pump failure and

WHEREAS, the County did not previously apply an assessment to property owners within the Utility district to repay the 2017 loan and

WHEREAS, Island County previously adopted Ordinance R-41-22 reissuing the 2017 loan on December 13th, 2022, and

WHEREAS, it is anticipated that regular replacement of the three pumps installed in the Utility will be required and

WHEREAS, the need for additional infrastructure has been identified and

WHEREAS, the Program of Credits is no longer needed,

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Island County Commissioners, in consideration of the above findings of fact: That Island County Code Chapter 15.02, Sections 15.02.070 C and 15.02.075 are rescinded and Sections 15.02.010 B and E, 15.02.070 A, and Section 15.02.080 B are amended to read as contained on the attached “Exhibit A” is hereby adopted. Material interlineated is deleted and material underlined is added

Exhibit A

Chapter 15.02 - Storm and Surface Water Utility

- **15.02.010 - Purpose and intent.**

A.

The county finds that real property in the Marshall Drainage Basin contributes to a common drainage problem resulting from storm and surface water run-off; that all real property in the Marshall Drainage Basin will benefit from mitigation of the destructive forces and/or general nuisance, as well as the correction of health and safety hazards created by excessive stormwater runoff; and that improvements in the Marshall Drainage Basin are necessary to promote public health, safety and welfare.

B.

The county has adopted a stormwater management program pursuant to Ordinance R-12-95 to address stormwater management issues in the Marshall Drainage Basin and has completed the capital improvements outlined in ~~developed the Marshall Drainage Basin Plan, which recommends capital improvements needed to~~ mitigate the effects of stormwater runoff, including but not limited to flooding, in the Marshall Drainage Basin. Additional capital improvements were identified in 2022.

C.

Based on the Marshall Drainage Basin Plan, which is on file with the County Department of Public Works and is hereby incorporated herein by this reference, the county has determined that property, businesses and residents within the Marshall Drainage Basin will benefit from and/or will receive service from the improvements described in the Marshall Drainage Basin Plan.

D.

The county finds that each owner of a parcel of real property within the Marshall Drainage Basin should pay for a pro rata share of the cost of constructing, operating, maintaining, repairing, improving and replacing drainage facilities described in the Marshall Drainage Basin Plan in accordance with that plan.

E.

The county finds that maintenance and operation ("M & O") charges are necessary for the ongoing administration of the utility created by this chapter, as well as for the inspection and maintenance of surface water facilities. ~~The Marshall Drainage Basin Plan recommended specific maintenance frequencies and an initial annual maintenance cost, as one component of the M & O charge.~~ The M&O charge includes an amount applied towards

funding for regular replacement of the pumps and pump controller. In addition to those maintenance costs, administrative costs for managing utility operations include activities such as billing, accounting and periodic review and adjustment of the utility rate, which costs are included in the M & O charges.

F.

The county finds that the intensity of development on all parcels of real property, including the square footage of impervious surface area, is an appropriate and reasonable basis for determining a particular parcel's contribution to the problem of storm and surface water run-off.

G.

The utility created in this chapter shall include only such systems or programs created by the county and does not provide for a county-wide system of rates and charges.

(Ord. C-106-95/R-55-95, December 18, 1995, vol. 39, p. 247; amended by Ord. C-124-05 [R-48-05], November 28, 2005, effective January 1, 2006, vol. 2005, p. 396)

([Ord. No. C-66-19](#), Exh. A, 9-17-2019, eff. 10-2-2019)

- **15.02.020 - Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

Impervious surface means surface area that prevents or impedes infiltration of water into the soil mantle; or retards the infiltration of water into the soil mantle such that it causes water to run off the surface in greater quantities or at a greater rate of flow than under natural conditions. Common impervious surfaces include roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled surfaces. Open, uncovered retention/detention facilities are not considered impervious surfaces.

Parcel shall mean the smallest separately segregated unit or plot of land having an identified owner, identified boundaries, and surface area documented for tax purposes and given a tax account (lot) number by the Island County Assessor. The term "parcel" shall not include tracts of land that are no more than twenty-five (25) feet wide at their widest point and are also too narrow to be developed under applicable laws.

Storm and surface water facility shall mean any component of the county storm and surface water system.

Utility or system shall mean the Marshall Drainage Basin Program created pursuant to Ordinance No. R-12-95 and the Marshall Drainage Basin Plan developed to implement the program, and such other systems and plans as may be added from time to time.

(Ord. C-106-95/R-55-95, December 18, 1995, vol. 39, p. 247; amended by Ord. C-111-11 [PLG-009-11], November 14, 2011, vol. 2011, p. 210)

- **15.02.030 - Potential hazard declared; utility created.**

The Board of County Commissioners finds and declares that absent effective regulation and control, existing storm and surface water drainage conditions in the county constitute a potential hazard to health, safety and property of county inhabitants. Therefore, the county hereby creates a storm and surface water utility to mitigate these potential hazards. The utility hereby created shall not be a county-wide utility, and this chapter does not provide for a county-wide system of rates and charges. The utility created pursuant to this chapter shall only include such systems and programs as the county may create from time to time.

(Ord. C-106-95/R-55-95, December 18, 1995, vol. 39, p. 247)

- **15.02.040 - Marshall Drainage Basin storm and surface water system.**

The utility created pursuant to this chapter includes the Marshall Drainage Basin program. The boundaries of the Marshall Drainage Basin are described in the Marshall Drainage Basin plan on file in the Department of Public Works. The boundaries and features of the Marshall Drainage Basin are also reflected on maps included in the Marshall Drainage Basin plan. The Marshall Drainage Basin system shall include all property, property interests, physical and intangible rights of every kind or nature owned or held by the county, however acquired, insofar as they relate to or concern storm or surface water affecting the Marshall Drainage Basin, further including without limitation all such property, interests and rights the county has acquired by adverse possession or by prescription, directly or through another, in and to the drainage or storage facilities, or both, of storm or surface waters, or both, through, under or over land, landforms, watercourses, sloughs, streams, ponds, rivers, lakes, or swamps, all beginning, in each case or instance at a point where storm or surface waters first enter the Marshall Drainage Basin system and ending in each case or instance at a point where such storm or surface waters exit from the Marshall Drainage Basin system, and in area to the full extent of inundation caused by any storm or flood conditions affecting the Marshall Drainage Basin.

(Ord. C-106-95/R-55-95, December 18, 1995, vol. 39, p. 247)

- **15.02.050 - Property transferred to stormwater program.**

The Director of Public Works may specify and value certain facilities that serve the Marshall Drainage Basin. In addition, for purposes of RCW 43.09.210, any such facilities are hereby transferred to the system and are subject to the administration of the Department of Public Works in accordance with this chapter and the Marshall Drainage Basin Stormwater Program adopted under Ordinance R-12-95.

(Ord. C-106-95/R-55-95, December 18, 1995, vol. 39, p. 247)

- **15.02.060 - Utility administered by Department of Public Works.**

The utility shall be administered by the Department of Public Works in such a manner as the Board of County Commissioners shall provide by ordinance or by resolution. The failure to pass or adopt such a resolution shall not affect the validity of this chapter.

(Ord. C-106-95/R-55-95, December 18, 1995, vol. 39, p. 247)

- **15.02.070 - System of charges.**

A.

The county hereby imposes the following system of charges on parcels of real property within the county located within the Marshall Drainage Basin and that benefit from or are served by the county storm and surface water system. The charges are found to be reasonable and necessary to fund administration, planning, design, construction, operation, maintenance, repair, improvement, and replacement of all existing and future storm and surface water facilities, including the accumulation of reserves and the retirement of any associated debt. The charges below are in accordance with the Marshall Drainage Basin Plan and are based on parcel size and impervious surface area.

1A.

~~Parcels of less than one half (1/2) acre with a dwelling unit shall pay a one-time, capital charge of one thousand nine hundred fifteen dollars and fifty nine cents (\$1,915.59) in accordance with section 15.02.070.A.7.~~

1B.

~~As an alternative to subsection 1A., above, parcels of less than one half (1/2) acre with a dwelling unit shall pay an annual capital charge of one hundred sixty two dollars and eighty three cents (\$162.83) per year beginning in 1997, as such charge may be adjusted from time to time.~~

2A.

~~Parcels of less than one half (1/2) acre without a dwelling unit shall pay a one-time capital charge of one thousand one hundred twenty nine dollars and forty one cents (\$1,129.41) in accordance with section 15.02.070.A.7.~~

2B.

~~As an alternative to subsection 2A., above, parcels of less than one half (1/2) acre without a dwelling unit shall pay an annual capital charge of ninety six dollars (\$96.00) per year beginning in 1997, as such charge may be adjusted from time to time.~~

3.

~~All other parcels shall pay one-time capital charges~~ an amount ~~determined in accordance with the Marshall Drainage Basin plan based on an area capital charge of one hundred ninety nine dollars and sixty six cents (\$199.66) forty-nine dollars and five cents (\$49.05) per acre plus an impervious surface area capital charge of twenty three thousand twenty-~~

~~eight dollars and one cent (\$23,028.01) five-thousand eight-hundred twenty-eight and six cents (\$5,828.06) per acre, which These charges shall be due and paid in accordance with section 15.02.070.A.7. However, in lieu of the one-time capital charges described in this section, owners of such parcels shall make made in annual capital charge payments beginning in 2024 for a period of 5 years, in accordance with the Marshall Drainage Basin plan, as such charges may be adjusted from time to time.~~

4.

All capital charges and M & O charges imposed by this chapter shall be due and payable in accordance with instructions included in billings. Charges due in a given year are due and payable in two (2) installments in accordance with those instructions. If one-half ($\frac{1}{2}$) of the total amount due is not paid by the due date indicated on the billing statement, interest shall be charged on the entire balance from the date of delinquency. All capital charges and M & O charges due in a given year, plus accrued interest, if applicable, must be paid by the date indicated on the billing for the second-half payment. Any charges that have not been paid by the applicable due date are delinquent.

5.

~~The minimum total annual capital charge or the minimum one-time capital charge for any parcel in the Marshall Drainage Basin shall be ninety-six dollars (\$96.00) per year or one thousand one hundred twenty nine dollars and forty one cents (\$1,129.41) respectively. twenty-six dollars (\$26.00) per year beginning in 2024 for a period of 5 years. The maximum annual capital charge or the maximum one-time capital charge shall be four hundred dollars (\$400.00) per year or four thousand seven hundred five dollars and eighty eight cents (\$4,705.88) respectively. Such charges may be adjusted from time to time.~~

6.

~~To the extent the impervious surface area on any parcel increases in a particular year, as determined by the Director of Public Works or the director's designee, the charges applicable to such parcel shall be increased as follows. In no event shall charges be reduced under this subsection. If the parcel owner has paid a one-time capital charge for the parcel, the parcel owner shall also pay the one-time capital charge in effect at the time of the determination that the impervious surface area of the parcel increased minus the amount of the one-time capital charge already paid with respect to the parcel. If the parcel owner pays annual capital charges with respect to the parcel, the parcel owner shall pay the increased annual capital charges applicable to the parcel at the time of the determination that the impervious surface area of the parcel increased.~~

~~Increases imposed pursuant to this subsection shall be due and payable in accordance with this chapter and instructions included with bills.~~

7.

~~If a property owner has not paid one-time capital charges in full by the due dates for the second-half payment in 1997, such owner shall be deemed to have elected to pay annual~~

~~capital charges in lieu of one-time capital charges. With respect to parcels for which capital charges have not been paid in full in 1997, owners of such parcels may request in writing that the Department of Public Works determine the amount required to pay capital charges owed on a parcel in full. Upon payment of the full amount of the capital charges (plus related charges such as taxes and interest, if any), the parcel owner shall no longer owe capital charges under [section 15.02.070](#), subsections A.1A. through 5, but shall continue to be responsible for M & O charges and other applicable charges.~~

8.

County roads shall be charged in accordance with the Marshall Drainage Basin plan. ~~State roads shall be charged in accordance with the plan and applicable statutes.~~

9.

In addition to the rates above, all parcels, all or a portion of which are located in the Marshall Drainage Basin, shall be charged and shall pay annually, beginning in ~~1996~~ 2024, a ~~thirty~~ forty-five-dollar (~~\$30~~ \$45.00) M & O charge as well as any taxes applicable to the utility or its services.

10.

Any tract of land for which the Island County Assessor has assigned two (2) tax identification numbers as a result of a property owner's eligibility for a property tax exemption under RCW 84.36.381 shall be charged as a single parcel under this chapter.

B.

In addition to the charges set forth above, the county may establish water quality charges for the purpose of financing, monitoring, testing, treatment and control of pollutant discharges into the Marshall Drainage Basin system. The Director of Public Works is authorized to develop a plan for such charges.

~~C.~~

~~The county may consider establishing a system of rate reductions and/or credits, and the Director of Public Works is authorized to review the feasibility of and make recommendations regarding such system of rate reductions and/or credits.~~

(Ord. C-106-95/R-55-95, December 18, 1995, vol. 39, p. 247; amended by Ord. C-21-96, April 15, 1996, vol. 39, p. 429; amended by Ord. C-67-96, December 2, 1996, vol. 40, p. 205; amended by Ord. C-13-98, March 16, 1998, vol. 42, p. 21; amended by Ord. C-124-05 [R-48-05], November 28, 2005, effective January 1, 2006, vol. 2005, p. 396)

([Ord. No. C-66-19](#), Exh. A, 9-17-2019, eff. 10-2-2019)

~~• 15.02.075 Program of credits established Purpose Qualifications Amount.~~

~~A.~~

~~A program of credits to partially offset the charges imposed under [section 15.02.070](#) for parcel owners who meet the qualifications of this section is established in order to provide necessary support for the poor and infirm. The Department of Public Works is authorized and directed to administer the program in accordance with this chapter.~~

~~B.~~

~~Any person receiving a billing statement for capital charges and making a timely payment therefore may apply to the Public Works Department for a rate adjustment for qualified on-site mitigation that exceeds county standards and/or parcel-specific characteristics that significantly affect run-off.~~

~~1.~~

~~The burden of proof shall be on the applicant to show that the rate adjustment sought should be granted. Requirements of admissible documentation shall be determined by the Public Works Department.~~

~~2.~~

~~Applications for rate adjustment must include a deposit sufficient to cover the utility's cost of review. The deposit shall be refunded in full if the adjustment is granted. If the adjustment is not granted, only the unused portion of the deposit, if any, shall be refunded.~~

~~3.~~

~~To be effective for the current billing year, applications for rate adjustment must be made by July 15. Applications received after July 15 shall only be effective for subsequent years. If the Public Works Department grants an adjustment which reduces the charge for the current year, the applicant shall be refunded the amount overpaid.~~

~~4.~~

~~Decisions of the Public Works Department on requests for rate adjustments may be appealed to the hearing examiner within twenty (20) days of the decision date. Provisions for appeals are provided for in [section 15.02.130](#).~~

~~C.~~

~~To implement the program provided for in section 15.02.075.A., credits as set forth in section 15.02.075.E. shall be issued to each person who shows satisfactory proof that he or she is the owner of a parcel subject to the charges under [section 15.02.070](#) and:~~

~~1.~~

~~Receives supplemental security income pursuant to 42 USC Sections 1381 through 1383;
or~~

~~2.~~

~~Resides in a household whose annual income together with all household members does not exceed 125 percent of the poverty level for the number of individuals in the household as computed annually by the U.S. government or the county; or~~

~~3.~~

~~Resides in a household whose annual income together with all household members does not exceed seventy (70) percent of the Washington State median income for the number of individuals in the household as computed annually by the state or the county and is the parcel owner and is:~~

~~a.~~

~~Blind;~~

~~b.~~

~~Sixty five (65) years of age or older;~~

~~c.~~

~~Disabled and receives funds from a disability program as a result of a disability that prevents him or her from working, consistent with the requirements of 42 USC Section 401 et seq.; or~~

~~d.~~

~~Requires medical life support equipment which utilizes mechanical or artificial means to sustain, restore, or supplant a vital function.~~

~~D.~~

~~Applicants shall verify such information and shall provide such other data as is deemed appropriate upon forms and in the manner determined by the Department of Public Works.~~

~~E.~~

~~Individuals meeting one (1) or more of the qualifications in section 15.02.075.C. from and after the effective date of this section shall receive a credit equal to fifty (50) percent of the applicable annual capital charge under [section 15.02.070](#) as well as a credit equal to one hundred (100) percent of the applicable M & O charges under section 15.02.070.A.9. Credits shall be applied to reduce annual capital charges and to cover the M & O charges due with respect to a particular parcel.~~

~~F.~~

~~The Department of Public Works is further authorized to enter into a payment plan with individuals who are eligible for credits under section 15.02.075.C. evidenced by a note or notes and secured by a deed of trust on the parcel for which charges are owed. The deed of trust shall provide for non judicial foreclosure in the event that the owner of the parcel~~

~~defaults under the payment plan. The note shall include administrative costs related to executing the note and deed of trust.~~

~~G.~~

~~Credits are not transferable. If a parcel is sold to an entity or to an individual who does not qualify for a credit under [section 15.02.075](#), the individual or entity shall pay the full annual capital charge from and after the date of the transfer. In addition, the non-qualifying owner shall pay all M & O charges and all other charges imposed under this chapter from and after the date of transfer.~~

~~(Ord. C 13-98, March 16, 1998, vol. 42, p. 21; amended by Ord. C 124-05 [R 48-05], November 28, 2005, effective January 1, 2006, vol. 2005, p. 396)~~

~~([Ord. No. C-66-19](#), Exh. A, 9-17-2019, eff. 10-2-2019)~~

- **15.02.080 - Measurement of impervious surface area.**

A.

The Director of Public Works or designee shall determine the number of square feet of impervious surface on all parcels larger than one-half ($\frac{1}{2}$) acre and the total surface area of each parcel of real property, through the records of the island County Assessor and through aerial photographs and such other methods as the Director of Public Works may determine.

B.

The Director of Public Works or designee shall update such impervious surface area determinations ~~at least every twelve (12) months~~ as necessary. The Director of Public Works or the director's designee shall reclassify property for purposes of the charges imposed pursuant to this chapter based on relevant changes in the characteristics of the property. For purposes of carrying out the requirements of this chapter, the Director of Public Works or the director's designee is hereby granted a right of entry to private property, provided that the owner of such property consents to the entry.

(Ord. C-106-95/R-55-95, December 18, 1995, vol. 39, p. 247)

Marshall Drainage Basin Service Charge List

2023 Infrastructure Project Assessment		
Pump Replacement		\$ 45,000
Seashell Court Drainage		\$ 40,000
Tide Gate Replacement		\$ 40,000
Repay 2017 Loan		\$ 20,000
	Total:	\$ 145,000

Minimum Annual Capital Charge \$26
Maximum Annual Capital Charge None
Capital Charges Period 5 years, 2024 - 2028

Annual Maintenance and Operation Cost \$45

County Contributions	Total Capital Charge	Total Annual Charge
County REET Fund:	\$ -	\$ -
County Road Fund:	\$ 48,482.50	\$ 11,150.97
Total County Contribution	\$ 48,482.50	

Total number of parcels: 163

Total Parcel Utility Charge Contribution: \$101,022.20

County and Parcel Contribution Total \$149,504.70

* Total Annual Charge = Annual Capital Charge + Annual Maintenance and Operation Cost

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
R32936-098-3640	HUNTER ET AL, DANIEL & HEIDI HUNTER	\$ 152.94	\$ 71.00
R32936-375-5100	GISWOLD, SARA J	\$ 152.94	\$ 71.00
R42931-398-0400	LUCU, RICHARD N	\$ 152.94	\$ 71.00
R42931-398-0710	STILES, JAY C	\$ 152.94	\$ 71.00

Marshall Drainage Basin Service Charge List

Parcel No.	Name	Total Capital Charge		*Total Annual Charge	
R42931-398-0930	STEWART JR, JAMES R & RUTH STEWART	\$	152.94	\$	71.00
R42931-398-1040	MILLER LIFE ESTATE, PEGGY J & WILLIAM F BANDY JR L	\$	152.94	\$	71.00
R42931-454-0940	GOEHNER FINANCIAL MANAGEMENT, LLC	\$	152.94	\$	71.00
R42931-494-0170	ISLAND COUNTY & STORM & SURFACE WATER	\$	152.94	\$	71.00
S6330-00-0000A-1	CASCADE VIEW COMMUNITY CLUB	\$	152.94	\$	71.00
S6330-00-0000A-2	HAGSTROM, DENNIS	\$	152.94	\$	71.00
S6330-00-00010-0	FREITAS, RICHARD L & MICKIE R FREITAS	\$	152.94	\$	71.00
S6330-00-00012-0	VADSET, BYRON J & FREDRICA W VADSET	\$	152.94	\$	71.00
S6330-00-00019-0	GROSS, GARY A	\$	152.94	\$	71.00
S6330-00-00020-0	COOPER TTEE, WILLIAM M & DELORES A COOPER	\$	152.94	\$	71.00
S6330-00-00030-0	MILLER, MICHAEL S & ELIZABETH A MILLER	\$	152.94	\$	71.00
S6330-00-00031-0	WATKINS, GAYLE R	\$	152.94	\$	71.00
S6330-00-00034-0	MILLER LIFE ESTATE, PEGGY J & WILLIAM F BANDY JR L	\$	152.94	\$	71.00
S6330-00-00040-0	COOPER, DR G	\$	152.94	\$	71.00
S6330-00-00041-0	WELLINGTON-WEIGLT, MARIA & ASHLEY WELLINGTON	\$	152.94	\$	71.00
S6330-00-00043-0	MICHALAK, DAVID	\$	152.94	\$	71.00
S6330-00-00044-0	WILSON, JEFFREY & LISA WILSON	\$	152.94	\$	71.00

Marshall Drainage Basin Service Charge List

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
S6330-00-00058-1	FITZSIMMONS, KELLY T	\$ 152.94	\$ 71.00
S6330-00-00061-0	ROGERS, KATHERINE & TIMOTHY PEITSCH	\$ 152.94	\$ 71.00
S6330-00-00064-0	TAYLOR, ANNA	\$ 152.94	\$ 71.00
S6330-00-00073-0	NISQUALLY DEVELOPEMENT GROUP, LLC	\$ 152.94	\$ 71.00
S6330-00-00074-0	NISQUALLY DEVELOPEMENT GROUP, LLC	\$ 152.94	\$ 71.00
S6330-00-00075-0	NISQUALLY DEVELOPEMENT GROUP, LLC	\$ 152.94	\$ 71.00
S6330-00-00076-0	NISQUALLY DEVELOPEMENT GROUP, LLC	\$ 152.94	\$ 71.00
S6330-00-00077-0	NISQUALLY DEVELOPEMENT GROUP, LLC	\$ 152.94	\$ 71.00
S6330-00-00078-0	NISQUALLY DEVELOPEMENT GROUP, LLC	\$ 152.94	\$ 71.00
S7120-00-0000A-0	HIGHLAND MEADOWS COMM CLUB	\$ 152.94	\$ 71.00
S7775-00-00011-0	BARSTOW, KENNETH & CYNTHIA BARSTOW	\$ 152.94	\$ 71.00
S7775-00-00012-0	BARSTOW, KENNETH & CYNTHIA BARSTOW	\$ 152.94	\$ 71.00
S7775-00-00014-0	BARSTOW, KENNETH & CYNTHIA BARSTOW	\$ 152.94	\$ 71.00
S7775-00-00015-0	BARSTOW, KENNETH & CYNTHIA BARSTOW	\$ 152.94	\$ 71.00
S7775-02-00002-0	SLINDEN, LYNAE M	\$ 152.94	\$ 71.00
S7775-02-00005-0	ARNOLD, ELIZABETH A	\$ 152.94	\$ 71.00
S7775-02-00006-0	SCHILLE, MARY A	\$ 152.94	\$ 71.00

Marshall Drainage Basin Service Charge List

Parcel No.	Name	Total Capital Charge		*Total Annual Charge	
S7775-02-00011-0	GADBOIS, GLORIA J	\$	152.94	\$	71.00
S7775-02-00019-0	ZHENG TRUSTEE, HONGLIU & XIAO YU TRUSTEE	\$	152.94	\$	71.00
S7775-02-00022-0	KIEFER, DOUGLAS D	\$	152.94	\$	71.00
S7775-02-00023-0	WILSON, JOHN L & MARY SUSAN WILSON	\$	152.94	\$	71.00
S7775-02-00024-0	WILSON, JOHN L & MARY SUSAN WILSON	\$	152.94	\$	71.00
S7775-00-00019-0	CASPER, JULIE & RODNEY D CASPER	\$	157.57	\$	71.79
S7775-00-00004-0	NEHRING, NADJA S & MICHAEL P NEHRING	\$	172.56	\$	74.34
S7775-00-00009-0	O'HOGAN, JEROME M	\$	175.53	\$	74.84
S7775-00-00010-0	WEBER, DANIEL J	\$	176.08	\$	74.93
S7775-00-00008-0	SHEPARD, LISA M	\$	176.93	\$	75.08
S6330-00-0000E-0	CASCADE VIEW COMMUNITY CLUB	\$	177.01	\$	75.09
R42931-458-0930	FITZSIMMONS, KELLY T	\$	185.76	\$	76.58
S7775-00-00018-0	DUNCAN, NANCY A	\$	187.36	\$	76.85
S6330-00-00072-0	RITZNER, SUSAN LEE	\$	194.29	\$	78.03
S6330-00-00009-0	GRANBERG, JULIE A	\$	197.35	\$	78.55
S6330-00-00062-0	LUCU, RICHARD N	\$	201.92	\$	79.33
S6330-00-00017-0	MORGAN, WENDY A	\$	203.23	\$	79.55

Marshall Drainage Basin Service Charge List

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
S6330-00-00059-0	LAMBERT TRUSTEE, WAYNE A & ANNETTE M LAMBER	\$ 203.81	\$ 79.65
S7775-02-00004-0	ALLEN, REBECCA MARIE	\$ 205.96	\$ 80.01
S7775-02-00025-0	BROWN, JOY A	\$ 207.40	\$ 80.26
S7775-00-00007-0	CARRON, LAURIE	\$ 211.55	\$ 80.96
S6330-00-00029-0	SMITH, CLARK L & MERRY L SMITH	\$ 229.84	\$ 84.07
S7775-00-00016-0	LINDER, ROBERT	\$ 232.49	\$ 84.52
S7775-02-00001-0	DREW, BILLYE L	\$ 237.79	\$ 85.42
S6330-00-00027-0	VADSET, TOMALYN K	\$ 240.00	\$ 85.80
S6330-00-00042-0	WELLINGTON FAHEY, ALEXANDER ROBERT & DAVID B \	\$ 249.29	\$ 87.38
S6330-00-00021-0	STEWART JR, JAMES R & RUTH STEWART	\$ 258.69	\$ 88.98
S6330-00-00013-0	BAGBY, MICHAEL	\$ 259.76	\$ 89.16
S6330-00-00051-0	MALECKI, MICHAEL J & LYNNE S MALECKI	\$ 271.25	\$ 91.11
S7775-00-00017-0	WEBER JTWROS, DANIEL J & LAURIE A CARRON JTWRO	\$ 293.03	\$ 94.82
S6330-00-00036-0	KAUL, STEPHEN M & CARYN J KAUL	\$ 293.18	\$ 94.84
S6330-00-00023-0	GARDNER, BENJAMIN R & JENNIFER L MEYER	\$ 294.80	\$ 95.12
R42931-407-1350	TIMOTHY S ANDERSEN CREDIT TAX SHELTER	\$ 296.28	\$ 95.37
S6330-00-00060-0	ROGERS, KATHERINE P & TIMOTHY J PEITSCH	\$ 299.56	\$ 95.93

Marshall Drainage Basin Service Charge List

Parcel No.	Name	Total Capital Charge		*Total Annual Charge	
R42931-460-1050	GOEHNER, KEVIN AND PENNY	\$	304.86	\$	96.83
S7775-02-00013-0	DAVIS, RICHARD T	\$	304.87	\$	96.83
S6330-00-00039-0	MICHALAK, DAVID	\$	307.74	\$	97.32
S7775-00-00013-0	BARSTOW, KENNETH & CYNTHIA BARSTOW	\$	313.86	\$	98.36
S6330-00-00069-0	BENSON-BURTON, TIFFANY	\$	318.96	\$	99.22
S6330-00-0000A-3	HAGSTROM, DENNIS	\$	319.14	\$	99.25
S6330-00-00063-0	PEACOCK, SUSAN L	\$	327.55	\$	100.68
S6330-00-00055-0	BARKER, ROBERT & BERNICE BARKER	\$	329.61	\$	101.03
S6330-00-00054-0	HULTGREN, TODD W & JULIE A HULTGREN	\$	330.33	\$	101.16
R32936-299-2320	C & K PROPERTIES INC & ATTN: H KELLEY BURROUGHS	\$	332.86	\$	101.59
R42931-474-1270	CARDWELL, THOMAS R	\$	336.62	\$	102.23
S6330-00-00052-0	WILSON, JEFFREY & LISA WILSON	\$	336.62	\$	102.23
S7775-02-00020-0	GURRY, BRIAN M & MARY H GURRY	\$	347.97	\$	104.15
S6330-00-00016-0	WHOBREY, HARRY E & JILL C SHELER	\$	348.93	\$	104.32
S6330-00-00032-0	HARDECKE, RACHEL K & PETER M HAYES	\$	351.06	\$	104.68
S6330-00-00053-0	ANDERSON, ARNIE J	\$	354.26	\$	105.22
R32936-297-1680	C & K PROPERTIES INC & ATTN: H KELLEY BURROUGHS	\$	354.82	\$	105.32

Marshall Drainage Basin Service Charge List

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
S7775-00-00020-0	CHASE TRUSTEE, BARBARA J	\$ 355.27	\$ 105.40
S6330-00-00056-0	VADSET, BYRON J	\$ 362.60	\$ 106.64
S7775-00-00003-0	WITTENMYER TRUSTEE, WILLIAM CLARK	\$ 368.59	\$ 107.66
S6330-00-00028-0	COTTRELL, DOUGLAS M / PAMELA	\$ 373.21	\$ 108.45
R42931-478-1260	WILLIAMS, HENRY M & LISA T WILLIAMS	\$ 392.87	\$ 111.79
R32936-359-3310	HAMACK, PAIGE FRANCES	\$ 393.40	\$ 111.88
S6330-00-00035-0	LANDBOE, KNUT A & TRACY G LANDBOE	\$ 397.22	\$ 112.53
R32936-117-0970	DODGE, RICHARD KELLY	\$ 412.81	\$ 115.18
R32936-422-3300	HAMACK, PAIGE FRANCES	\$ 414.90	\$ 115.53
S7775-00-00005-0	O'MERA, CHERYL VADSET & KELLY MATTHEW O'MERA,	\$ 422.05	\$ 116.75
R42931-468-1040	SMITH TRUSTEE, TIMOTHY ALAN & ANITA LOUISE HOL	\$ 446.73	\$ 120.94
R32936-164-3620	HUNTER ET AL, DANIEL & HEIDI HUNTER	\$ 450.40	\$ 121.57
S7120-00-00003-0	MURPHY, NICHOLAS & AMANDA MURPHY	\$ 450.48	\$ 121.58
S6330-00-00004-0	LAMBERT TRUSTEE, WAYNE A & ANNETTE M LAMBER1	\$ 454.73	\$ 122.30
S6330-00-00005-0	LIVINGSTON, RICKY & PENNY LIVINGSTON	\$ 456.53	\$ 122.61
S6330-00-00025-0	BURDGE, HANNAH R & JOHN R DAVISON	\$ 465.59	\$ 124.15
R42931-399-1380	MASCHMEDT, ROBERT H	\$ 487.38	\$ 127.85

Marshall Drainage Basin Service Charge List

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
S6330-00-00066-0	ROBINSON, ANTHONY L & LAUREN MCCOOL	\$ 490.44	\$ 128.38
S6330-00-00071-0	HANNEMAN, STEPHEN M	\$ 497.35	\$ 129.55
S6330-00-00037-0	HULTGREN, TODD W & JULIE A HULTGREN	\$ 505.67	\$ 130.96
S6330-00-00011-0	FREITAS TRUSTEE, RICHARD LEE & MICKIE RAE FREITAS	\$ 510.94	\$ 131.86
R42931-468-1270	GRAY TRUSTEE, KRISTINE KAY JOHNSON	\$ 513.59	\$ 132.31
S6330-00-00002-0	DOWNS, ORAN G	\$ 526.49	\$ 134.50
S6330-00-00003-0	FERREL, PATRICK J & BLYTHE E FERREL	\$ 526.50	\$ 134.51
R42931-462-1280	LIVINGSTONE TRUSTEE, BRUCE & DANA KENNY TRUSTEE	\$ 536.00	\$ 136.12
S7775-02-00008-0	ARNOLD, ELIZABETH A	\$ 538.36	\$ 136.52
S6330-00-00007-0	RABIN, KEVIN W & KELLY J RABIN	\$ 555.63	\$ 139.46
R42931-466-0920	WELLS, MICHAEL E & MARIA AMANDA WELLS	\$ 582.48	\$ 144.02
S7775-02-00015-0	AMICK, SCOTT GIBBONS & DAVID CLAIR BAKER	\$ 622.19	\$ 150.77
S7775-02-00007-0	NEWNAM, RAY C & JULIE L NEWNAM	\$ 631.25	\$ 152.31
R42931-315-0110	SALAMIYAH HOLDINGS LLC	\$ 638.89	\$ 153.61
S6330-00-00008-0	STILES, JAY C	\$ 639.36	\$ 153.69
R32936-154-1680	HOLBROOK JTWROS, NANCY J & JENNY M HOLBROOK J	\$ 645.95	\$ 154.81
S6330-00-00045-0	TIMOTHY S ANDERSEN CREDIT TAX SHELTER	\$ 661.07	\$ 157.38

Marshall Drainage Basin Service Charge List

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
S6330-00-00014-0	TUREK, STEVE T	\$ 663.28	\$ 157.76
R32936-100-1650	SHULTS, ANTHONY J & PATRICIA L LEFFLER-SHULTS	\$ 678.56	\$ 160.36
S7120-00-00032-0	ECKBERG UNDIV 1/2 INT, RODNEY	\$ 692.83	\$ 162.78
R42931-455-1280	ANDERSON, KATHLEEN L	\$ 700.00	\$ 164.00
R42931-482-1240	WILLIAMS, HENRY M & LISA T WILLIAMS	\$ 711.58	\$ 165.97
R32936-278-4950	FRENCH, BENJAMIN & EYLEEN CAROLYN UCULMANA	\$ 715.40	\$ 166.62
S7775-00-00001-0	BELL TRUSTEE, JACK W & PAMELA BELL TRUSTEE	\$ 721.45	\$ 167.65
R32936-345-4610	KILUNG FOUNDATION	\$ 725.92	\$ 168.41
S7120-00-00031-0	PENNY, OLIVER NATE & STACY LEE PENNY	\$ 823.64	\$ 185.02
S7120-00-00024-0	HANSEN, ROBERT A & VALERIE A HANSEN	\$ 847.00	\$ 188.99
R32936-181-2970	JULLIAN I YOMNICK REVOCABLE FAMILY TRUST	\$ 877.69	\$ 194.21
S6330-00-00046-0	MASCHMEDT, ROBERT	\$ 889.48	\$ 196.21
R32936-235-1650	DYNES TRUSTEE, LAWRENCE M & A LYNN DYNES TRUSTEE	\$ 905.69	\$ 198.97
S7775-02-00027-0	ZHENG TRUSTEE, HONGLIU & XIAO YU TRUSTEE	\$ 945.36	\$ 205.71
R32936-114-2920	BORGMAN, ARLEE SUE & PETER BORGMAN	\$ 962.73	\$ 208.66
R32936-187-1620	KEITH, CAVEN J	\$ 969.04	\$ 209.74
R32936-210-1650	MCVAY, CALLAHAN C	\$ 969.39	\$ 209.80

Marshall Drainage Basin Service Charge List

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
S7120-00-00025-0	MCMAHON, MICHAEL S	\$ 973.35	\$ 210.47
R42931-469-1150	WADUM, SUSAN CHASE & JULIA CHASE CASPER	\$ 1,013.90	\$ 217.36
R3296-236-3640	WHIDBEY CAMANO LAND TRUST	\$ 1,032.77	\$ 220.57
R32936-154-1350	SMITH, STEPHEN R / REBECCA A	\$ 1,106.21	\$ 233.06
R32936-150-2300	MANNING, THOMAS & GAIL M MANNING	\$ 1,215.62	\$ 251.65
R42931-459-1150	LINDER, ROBERT & PAULINE LINDER	\$ 1,230.94	\$ 254.26
R42931-351-0440	DIXON, ANGIE L	\$ 1,252.94	\$ 258.00
S7120-00-00033-2	NAPOLI, MICHAEL & ELIZABETH NAPOLI	\$ 1,285.07	\$ 263.46
R42931-474-0150	WEXLER, LEE J & FARA R & TRUSTEES	\$ 1,342.96	\$ 273.30
R32936-148-2950	MCDOWELL, SUZANNE B	\$ 1,382.22	\$ 279.98
R32936-256-1620	NEWMAN, PAUL & MELISSA D NEWMAN	\$ 1,406.96	\$ 284.18
R42931-379-0720	MOORE JR, PHILIP E	\$ 1,425.40	\$ 287.32
S7120-00-00033-1	SOKOLOSKY, ALLAN & SHEILA SOKOLOSKY	\$ 1,447.31	\$ 291.04
R42931-458-0210	MAST, ROBERT E	\$ 1,595.06	\$ 316.16
S6330-00-0000C-0	CASCADE VIEW COMMUNITY CLUB	\$ 1,707.70	\$ 335.31
R32936-100-2300	SHULTS, ANTHONY J & PATRICIA L LEFFLER-SHULTS	\$ 2,126.06	\$ 406.43
R32936-313-4610	MORPHEW ALICIA & MORPHEW KAROL	\$ 2,537.12	\$ 476.31

Marshall Drainage Basin Service Charge List

Parcel No.	Name	Total Capital Charge	*Total Annual Charge
R32936-459-4630	CLINTON WATER DISTRICT & BOARD OF COMMISSIONERS	\$ 2,751.63	\$ 512.78
R32936-197-4610	ROBERTS, TANDI L	\$ 2,825.81	\$ 525.39
S7120-00-00022-0	DEAVER, ROY P	\$ 3,885.32	\$ 705.50
R32936-230-2620	NEWMAN, MELISSA	\$ 4,119.75	\$ 745.36
R32936-377-4460	KILUNG FOUNDATION	\$ 4,697.41	\$ 843.56
R42931-511-0600	FERNANDES JUDITH P & CHADWICK KNOWLES, MARYA	\$ 9,447.93	\$ 1,651.15



Island County Public Works

Connie Bowers, P.E., Director and County Engineer

P.O. Box 5000, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: ConnieB@islandcountywa.gov | www.islandcountywa.gov

Insert Date

Name

Address

City

Parcel Number

RE: Proposed assessments and increased maintenance and operation fee, Marshall Drainage Basin

You are receiving this letter as you are the owners of property that is within, or partially within, what's known as the Marshall Drainage Basin. A Storm and Surface Water Utility (Utility) was established in 1995 to install and manage drainage infrastructure in the Marshall Drainage Basin. Public Works is proposing changes to the charges for the Utility to provide funds for ongoing infrastructure needs.

The proposed total annual charge for the property that you own is: \$XXX for the 2024 – 2028 period.

ASSESSMENT: Island County Public Works is proposing to add an assessment to the parcels within the Marshall Drainage Basin to cover the following infrastructure costs:

- Replacement of three pumps in 2023 \$45,000
- Seashell Court Drainage project \$40,000
- Tide Gate Replacement \$40,000
- Replacement of three pumps in 2016 \$20,000
 - Emergency installation costs were covered by a loan from the Real Estate Excise Tax Fund. This assessment repays that loan.

Parcels and county roads are assessed based on the amount of pervious and impervious areas of the parcel area located within the basin.

MAINTENANCE AND OPERATION FEE: In order for the Utility to build up funds to pay for regular replacement of the three pumps, Public Works is proposing a \$15 increase to the annual maintenance fee. The new total would be \$45/year per parcel.

ANNUAL TOTALS: The proposed total annual charges for parcels range from \$71 - \$1,651.15.

Questions? Want more information? Visit our website, come to a public meeting, or contact us!

WEBSITE: xxx

Information on this website includes a map showing the boundaries of the Marshall Drainage Basin, a brief history of the Basin, a full listing of the proposed charges, draft code changes, draft resolution.

COMMUNITY MEETING: Day, Month / Date / Time

Clinton Community Hall
6411 Central Ave, Clinton

CONTACT:

c.herrera@islandcountywa.gov
360-679-7330

PUBLIC HEARING: Day, Month / Date / Time / Location

This is an opportunity for the public to provide in-person / virtual comments regarding these proposed charges.

Public comments can also be emailed to CommentBOCC@islandcountywa.gov or mailed to Island County BOCC, PO Box 5000, Coupeville, WA 98239. In your comment, include the date of the hearing and the item for which you want to provide written comment. Written comments will not be read during the meeting. All board members will receive the written comments.

Following the public comment period at the Public Hearing, the Board of Island County Commissioners will decide if they would like to defer their decision to a later date, modify the proposed code changes, or adopt the proposed code changes as presented.

Respectfully,

Connie Bowers, P.E.
Director/County Engineer
Island County Public Works

Cc: Alpha/Day/Storm and Surface Water Utility

Attachment 5. Draft Assessment Flyer

PROPOSED ASSESSMENTS AND INCREASED MAINTENANCE AND OPERATION FEE

ASSESSMENT: Island County Public Works is proposing to add an assessment to the parcels within the Marshall Drainage Basin to cover the following infrastructure costs:

- Replacement of three pumps in 2023 \$45,000
- Seashell Court Drainage project \$40,000
- Tide Gate Replacement \$40,000
- Replacement of three pumps in 2016 \$20,000
 - Emergency installation costs were covered by a loan from the Real Estate Excise Tax Fund. This assessment repays that loan.

Parcels are assessed based on the amount of pervious and impervious areas of the parcel area located within the basin.

MAINTENANCE AND OPERATION FEE: In order for the Utility to build up funds to pay for regular replacement of the three pumps, Public Works is proposing a \$15 increase to the annual maintenance fee. The new total would be \$45/year per parcel.

ANNUAL TOTAL: The proposed total annual charges range from **\$71 - \$1,651.15.**

Questions? Want more Information? Come to a public meeting!

COMMUNITY MEETING: **Day, Month / Date / Time / Location**

PUBLIC HEARING: **Day, Month / Date / Time / Location**

This is an opportunity for the public to provide in-person / virtual comments regarding these proposed charges. Public comments can also be emailed to **xxx** or mailed to **xxx**.

Following public comment period, the Board of Island County Commissioners will decide if they would like to see changes to the proposed code changes or if they would like to adopt the proposed code changes as presented.



ISLAND COUNTY COUNTY ADMINISTRATION

WORK SESSION AGENDA

DATE: 7/19/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Michael Jones, County Administrator

Amount of time requested for agenda discussion. 30 minutes

DIVISION: Administrative

Agenda Item No.: 1

Subject: RCED Applications received from the City of Oak Harbor

Description: Island County has received two 2023 Rural County Economic Development Grant Fund applications from the City of Oak Harbor for the Marina Improvement Project and the N. Whidbey Sewer Expansion Design. The County Administrator is seeking Board of County Commissioners guidance on the 2023 Rural County Economic Development (RCED) grant applications.

Options are any variation on funding, such as:

1. Fund all four projects in full,
2. Fund the two recommended projects in full,
3. Partially fund some projects, and
4. Provide no funding.

Attachments:

- 1) Submittal Memo from County Administrator dated June 14, 2023
- 2) RCED Application from the City of Oak Harbor for the Marina Improvement Project
- 3) RCED Application from the City of Oak Harbor for the North Whidbey Sewer Expansion Design

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input checked="" type="checkbox"/> Other: <u>Direction to staff</u> |

IT Review Complete: ☒ Not Applicable

Budget Review Complete: ☒ Not Applicable



Island County Administration

Michael Jones, MPA – County Administrator

1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: Michael.jones@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

June 14, 2023

TO: Board of County Commissioners
FROM: Michael Jones, County Administrator
CC: Blaine Oborn, Oak Harbor City Administrator
RE: 2023 RCED Applications – City of Oak Harbor

The City of Oak Harbor submitted four timely applications for the Rural County Economic Development (RCED) program. A summary of the applications is provided in Table 1, below. A discussion of each application follows.

Table 1
Oak Harbor 2023 RCED Applications

City of Oak Harbor	RCED Grant Application	Requested Amount	Match	Total
Marina Improvement	Marina Improvement Project	\$2,300,000.00	\$3,200,000.00	\$5,500,000.00
The Center	E. Whidbey Ave. & SE. Jerome St. Vulnerable Communities Multimodal Business Accessibility Improvements	\$378,450.00	\$42,050.00	\$420,500.00
Parks & Recreation	Pickleball Court Expansion	\$200,000.00	\$50,000.00	\$25,000.00
Public Works	N. Whidbey Sewer Expansion Design	\$405,000.00	\$45,000.00	\$450,000.00
	Totals	\$3,283,450.00	\$3,337,050.00	\$6,395,500.00

Program Goals

The RCED program goals as outlined in Resolution C-19-18 are:

- Increase the number of ongoing, family wage jobs available to local residents.
- Retain businesses and/or facilitate the expansion of existing businesses within Island County.
- Attract new businesses to Island County that create family wage jobs.
- Support a stable and diversified local economy.

The Board should consider if each of the four proposals described in the applications meet the program goals, and whether to fund them, and at what level. The total requested exceeds the County's expected allocation of \$3.0 million.

Comment Period

After the presentation to the Board of County Commissioners there is a two-week comment period provided to representatives from cities, towns, and ports located in Island County and the Economic Development Council.

Noncompliance with RCW 82.14.370

Two of the submittals were determined ineligible for RCED funding during staff review. The Pickleball Courts and the Multimodal Access Improvements for the Center do not meet definitions of public facilities that promote the retention and creation of jobs under the RCW's.

The Center

While a parking lot is a transportation facility, and a parking lot could be considered applicable for grant funds, it is unclear how parking lot improvements for a community center "facilitate the creation or retention of businesses and jobs in a county" as required by RCW 82.14.370. Staff recommends that this not be considered eligible, and therefore not complete.

The application notes that jobs may be at risk if the facility is not improved, and thus notes 20 jobs retained by the project. The application also indicates that eight jobs may be created as services increase at the community center. This would argue for eligibility of the project as it would "facilitate the creation or retention of businesses and jobs in a county." However, it seems unlikely that the public facilities would close if the parking lot were not improved.

An example of a parking lot that would likely be eligible would be a parking lot to increase customer parking in a downtown district.

Pickleball Courts

Park and recreation facilities are not included in the list of public facilities in RCW 82.14.370. They could possibly be considered a "structure." That term is undefined in RCW 82.14.370. If the courts are deemed structures, the test that follows would be, do these structures support the retention and creation of jobs.

The application indicates the courts as providing general support for retailers selling pickleball equipment, lodging, and food and beverage outlets. The application indicates one job retained and one created by the project. It seems unlikely that this was the intent of the Legislature in creating the program. Conversely, large sports facilities are frequently seen as economic drivers.

Examples of a recreation facility that would likely be eligible are arenas, major recreation centers, and stadiums which host events and attract significant numbers of attendees

Oak Harbor Marina Improvement Completeness Review

	Yes	No	Notes
Timely Submittal	X		5/15/23
Meets RCW 82.14.370	X		Port facilities are included in the RCW definition of public facilities
Included in plan(s)	X		The marina as a viable part of the downtown/waterfront district is referenced in the City's Comprehensive Plan
Consistent with Comprehensive Plan	X		
Application fully filled out	X		
Matching funds (10% or more)	X		City portion exceeds 50% of anticipated project budget.
Financial Plan included	X		The application includes a business plan for both the Oak Harbor Marina and the Mariner's Haven facility.
Permits documented	X		See note below.

The application appears to be complete per the requirements of the RCED policy. Permits for most of the work are documented.

The application notes that permitting is necessary, and the schedule indicates permitting to occur over twelve months in 2024. Some of the specific permits are noted in the Oak Harbor Dredging Project Proposal (Moffatt & Nichol, September 2022). No permits have been obtained. It is unclear in the County's policy if failure to note a building permit for the roofing and siding work for the Mariner's Haven building repairs, or some ancillary permit for the marina dredging would be considered grounds for determining the application incomplete.

N. Whidbey Sewer Expansion Completeness Review

	Yes	No	Notes
Timely Submittal	X		5/15/23
Meets RCW 82.14.370	X		Wastewater facility
Included in plan(s)	X		This project not specifically listed in City's Comprehensive Plan, but infrastructure extension discussed more generally and extension into future growth areas is discussed.
Consistent with Comprehensive Plan	X		The project proposes design of sewer service into the City's IGA. That is consistent with the City's Comprehensive Plan.
Application fully filled out	X		
Matching funds (10% or more)	X		10% proposed
Financial Plan included		X	The application includes a Capital Improvement Plan cut sheet for sewer

			design and construction. Cost estimates do not match the grant funding request. Since the CIP was adopted Oak Harbor staff have developed new cost information. See note below.
Permits documented	n/a	n/a	No permits are required for the design work. Permits will be needed for future construction.

The application appears to be complete per the requirements of the RCED policy.

One point of consideration is the requirement for a financial plan. It is unclear what such a plan would be for a design project. The City does conduct a capital planning process and budgets for project construction. If the design indicates there is a viable project, a construction plan would be developed and that would include an engineer's estimate and budget. A financial plan for design seems unnecessary.

The following two projects are believed to be ineligible for RCED funds.

The Center – Multimodal Accessibility Completeness Review

	Yes	No	Notes
Timely Submittal	X		5/15/23
Meets RCW 82.14.370		X	See page 2 of memo.
Included in plan(s)	X		Redevelopment of the parking and access improvements are not specifically listed in the City's Comprehensive Plan. The various services are discussed in the plan.
Consistent with Comprehensive Plan	X		
Application fully filled out	X		
Matching funds (10% or more)	X		10% proposed
Financial Plan included		X	A financial plan was not submitted. It may be unnecessary for a parking lot development/redevelopment project. A Capital Improvement Plan cut sheet was submitted indicating the project budget at \$420,500.
Permits documented		X	No permits were noted. Presumably a site plan review and/or approved civil plans, NPDES ¹ permit, and others may be needed for the project.

¹ NPDES or National Pollution Discharge Elimination System is a temporary stormwater discharge permit

Pickleball Court Expansion Completeness Review

	Yes	No	Notes
Timely Submittal	X		5/15/23
Meets RCW 82.14.370		X	See page 2 of memo.
Included in plan(s)	X		Not specifically listed in the City's Comprehensive Plan.
Consistent with Comprehensive Plan	X		Recreation facilities in parks would be consistent
Application fully filled out	X		
Matching funds (10% or more)	X		20% proposed
Financial Plan included		X	A Capital Improvement Plan cut sheet is included, but it does not match the proposed project described in the application. It is for a 2-court expansion of an existing facility.
Permits documented		X	No permits are noted in the application. Presumably a site plan review and/or approved civil plans, NPDES permit, and others may be needed for the project.

Island County Rural County Economic Development

Infrastructure Investment Program- 2023 Funding Application

Island County Board of Commissioners / Attn: County Administrator
1 NE 7th Street, Coupeville, WA 98239 / (360) 679-7311 www.islandcountywa.gov

SUBMISSION DEADLINE IS 4:30pm May 16, 2023.

Part 1: Applicant Information

Organization Name

City of Oak Harbor WA

Address

865 SE Barrington Dr, Oak Harbor, Washington 98277

Primary Contact Name

Blaine Oborn

Phone

(360) 479-4501

Email

boborn@oakharbor.org

Part 2: Project Information

RCW 82.14.370 (3) defines "public facilities" as bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, commercial infrastructure, and port facilities in the state of Washington.

Project Name

Oak Harbor Marina Improvement Project

Location

Oak Harbor

Description

The first part of this request is for planning, permitting and dredging of the marina. The second part of this request is for new siding and roof at Mariners Haven Boatyard.

Use of funds

The bulk of these funds will be used for design, permitting and dredging of the Oak Harbor Marina. The remaining funds be used for contractor services to install new roof and siding at Mariners Haven Boatyard.

Part 3: Required Resources

Total funding requested from Distressed/Rural County Sales and Use Tax to fund public facilities projects in Island County	Total funding requested
	\$2,300,000.00

Amount primary sponsor/organization is contributing to this project	Sponsor Funded Amount
	\$3,200,000.00

Other Funding Sources

	Total Project Cost
	\$5,500,000.00

Comments

The marina is an economic driver for the community with 600 – 700 individual guest boat reservations with 2 - 4 people on each boat, each year and a year round average occupancy rate of approximately 85%. The marina is an Enterprise Fund Department of the City and does not receive any taxpayer funds or support. The marina relies solely on its users and grants for financial support. It charges users a dredging surcharge, but that fee does not cover the full cost of dredging. It should be noted that the marina is an "aquatic" park that is used and enjoyed by the boating and non-boating general public.

In 2021, the marina generated \$2.1 million dollars in revenue and had \$1.9 million dollars in expenses. The estimated cost of dredging including design, planning and permitting is \$5,000,000. The marina does not have another way to generate the capital needed to fund the cost of dredging the marina. Because it is owned by the City and not a Port Authority, there is little, if any, county, and state grants or federal assistance opportunities available to fund this the dredging project.

As the County Commissioners are aware, the City is in the process of purchasing the Mariners Haven boatyard and believes that it will become a key economic driver for the City and marina. As part of the due diligence process, the building inspection identified that the siding and roof on the front building need to be replaced. The estimated cost of this is \$300,000 -\$500,000, depending on what is found when the existing siding and roof are removed.

Part 4: Growth Management

Per RCW 82.13.370 (3)(a), the project must be listed as an item in the County's adopted overall economic development plan, or the economic development section of the County's comprehensive plan, or your city or town's comprehensive plan. **Under which plan is the proposed project contained? (Please attach a resolution or ordinance documenting that the appropriate authority has included the project in one of the above plans).**

Name of Plan	Copy of Resolution/Ordinance
City of Oak Harbor Comprehensive Plan, Capital Improvements Plan	<div><div> 5.02.23 Regular Meeting Minutes.pdf 0.2 MB</div><div>Download</div></div>

Project Location	Zoning
Oak Harbor Marina	Maritime

Compatibility

The functionality of the Marina and the need for improvements to it is embedded in each layer of the City’s planning documents, including the Comprehensive Plan, the Capital Improvements Plan, the Marina Redevelopment Program, and the Marina Improvement Plan. One of the Comprehensive Plan’s overarching goals focuses on the economic development and vitality of Oak Harbor, specifically the waterfront and downtown corridor, and increasing business traffic to this region. Increasing the depth of the marina ensures that vessels of all shapes, sizes and drafts are able to access the marina at all tides thus meeting these economic development goals. Residing and reroofing the front building at Mariners Haven ensures that once the purchase is completed that the building will provide a safe and efficient facility for boat repair and maintenance. Both of these projects will ensure that the marina remains a viable economic driver for the city with multiple jobs being maintained and created for many years to come.

Part 5: Value Proposition

Supports Business(es)?

Yes

Supported Businesses

Business 1

Business Name

Oak Harbor Marina

Business 2

Business Name

Business 3

Business Name

Fathom Marine

Business 4

Business Name

Diesel Outboards Northwest

Business 5

Business Name

Island Dive Service

Business 6

Business Name

Cold Water Diving

Business 7

Business Name

Saratoga Charters

Business 8

Business Name

Humphrey Signs

Business 9

Business Name

Island Life

Business 10

Business Name

Oak Harbor Yacht Club

Business 11

Business Name

Americas Boating Club of Deception Pass

Business 12

Business Name

Describe, in specific detail, how this project will create jobs and/or allow for the retention of current jobs.

Explain Jobs Impact

The proposed project most directly supports the City of Oak Harbor Marina. Indirect benefits are also thought to exist as well. Small businesses that support the boating public (e.g. certain kinds of boat maintenance or repair) are frequently located within or serve the Oak Harbor Marina. Ensuring that boats are able to moor, dock, enter and exit the marina as well as have a facility to have boats repaired and serviced are vital to these small business and also may create more jobs as bigger more complex boats are able to access the marina and be serviced and repaired.

Provide information on the following: (1) the average wage, including benefits, and the number of new jobs/FTEs; and (b) the average wage, including benefits, anticipated as the result of the project. Please be as specific as possible. **Generic information may not be scored. Do not include any construction-related jobs.**

Number of Jobs/FTEs	Retained	Created 1-3 Years	Created 4 Years
	6	1	1
Average Wage/FTE	Retained Wage	Created 1-3 Years Wage	Created 4 Years Wage
	\$82,256.00	\$84,723.00	\$87,265.00

How will this project improve local infrastructure capacity? How much additional capacity will be provided for future development? Please be specific in your answer.

Infrastructure Benefit

The dredging of the marina and residing and reroofing of the Mariners Haven building will improve the commercial infrastructure of the community by increasing the Marina's capacity as a business. The increase in revenue will spur future Marina improvements, which have the potential to create additional temporary, seasonal and full-time jobs.

Provide evidence of local commitment (both financial and community). How does this project stimulate private capital investments that benefit the community and public-at-large? Please be specific in your answer.

Community Benefit

Local commitment to this project is demonstrated first and foremost by the Oak Harbor City Council's support of the submittal of this application. The City's Marina Advisory Committee is supportive of the project as deepening the marina and reroofing and siding the building adds to the revenue generating capacity by ensuring that larger more complex boats can access the marina as well as have maintenance and repairs completed. As mentioned in the planning section, the Marina directly impacts the economic vitality of Oak Harbor's downtown corridor. Numerous planning efforts over the years have sought to strengthen the connection between these two areas of the community. The Marina is host to a variety of boating and water-oriented events (both large and small) that bring 600 – 700 individual guest boat reservations with 2 - 4 people on each boat, each year to Oak Harbor's waterfront and/or downtown each year. These visitors often need the goods and services provided by local businesses. Accordingly, there is a strong connection between the Marina's viability and that of neighboring businesses, even if those businesses are not necessarily marina related.

Part 6: Project Timeline

Provide a timeline for the project. Please include specific deadlines for segments or phases of the project, including total project begin date and completion date.

Project Start Date	Project End Date
11/1/2022	1/31/2026

Project Phases

Efforts To Date

The City has hired Moffat & Nichols as the engineering consultant and the dredging project initial design and planning effort is underway. Bathymetric and topographic surveys have been completed and the data is being analyzed to identify where the marina needs to be dredged and how deep. Efforts are also underway to identify a timeline and plan for dredging that fits into the acceptable "fish window" and available dates. Once the initial effort has been completed the next step will be to apply for permits, determine what mitigation may be required, finalize dredge plans and create a construction bid packet. The estimated cost of the first phase of the dredging project is \$189,271 with all the planning phases costing in excess of \$500,000.

A Business Plan for the marina as well as a Marina Rate Study has also been completed. The Business Plan has identified the need for a deeper marina with larger slips that can accommodate larger modern boats. Based on the results of the rate study the marina is currently working on increasing rates to optimize the maximum amount of revenue possible from moorage and storage.

The City has negotiated a purchase price and completed a purchase and sale agreement for Mariners Haven as well as the fee simple property owned by the Claus Family corporation. The due diligence has begun with an appraisal, a business plan written, Environmental Phase I & II studies and a building inspection being completed. Escrow has been opened and the \$7,000 earnest money has been deposited. City staff has also identified a new boat hauling trailer to purchase (approx. \$200,000) that will work well with the existing low grade boat ramp. The next step in the due diligence process is to complete more environmental testing as required by DNR to transfer the leases to the City. The total amount spent on the Mariners Haven project thus far is \$62,205. It is anticipated that the City will spend an additional \$319,344 for the remaining due diligence, building repairs and new boat trailer.

Part 7: Action Plan

Action Plan Description

The following are the quantifiable measures for the dredge project:

Phase 1 Feasibility Plan

- 1. Project schedule with updates
- 2. Data review summary
- 3. Hydrographic survey of marina with combined bathymetric and topographic information
- 4. AutoCAD pdf chart of final products
- 5. Sedimentation analysis
- 6. Alternatives and preferred alternative with graphics
- 7. Planning level drawings/figures, volumes, areas and costs, constructability narrative, information to support design and permitting efforts
- 8. Draft and final dredging feasibility plan
- 9. City Council and/or Community presentations

Measurable Goals: Phase 2 Preliminary Engineering and Permitting

- 1. Preliminary engineering drafts
- 2. Permitting preparation and submission
- 3. Planning level drawings/figures, volumes, areas and costs, constructability narrative, information for engineering and permitting efforts
- 4. Draft dredging engineering plan
- 5. City Council and/or Community presentations

Measurable Goals: Phase 3 Final Engineering

- 1. Planning level drawings/figures, volumes, areas and costs, constructability narrative, information for final engineering efforts
- 2. Final dredging engineering plan
- 3. City Council and/or Community presentations

Measurable Goals: Phase 4: Construction Period Services, Dredging and Environmental Mitigation

- 1. Final project schedule with updates
- 2. Bid and award contract for dredging services
- 3. Completion of dredging marina

Expected Result: Oak Harbor Marina will be completely dredged and fully functional for another 10-15 years of operation with increased revenue through additional moorage as well as the ability to accommodate larger boats.

The quantifiable measures for the Mariners Haven Project are:

- 1. Completed Due diligence
- 2. Negotiated assumption of the DNR leases
- 3. Completed building repairs
- 4. Purchase of a new boat hauling trailer

Expected Results: The City will purchase the boatyard and return it to a full service boatyard that will increase marina revenue, create jobs and service boater needs.

Part 8: Miscellaneous

Other Information









The Oak Harbor Marina is a primary industry within the City. Dredging the marina has potential to increase revenues by \$200,000 to \$300,000 dollars within a year or two of completion. The marina will be able to rent slips currently not available as well as cater to larger boats in the near term. The marina has created numerous secondary industries and businesses directly in Oak Harbor as well as in the surrounding county. It is expected that this trend will continue and the multiplier effect the marina will have on the whole community after the project is complete is 3 to 5 times marina revenues, approximately \$10 million dollars annually.

Purchasing Mariners Haven will augment and support the marine service industries and businesses that are directly supported by the marina. Some of these marine service industries and businesses are divers, marine electrical and mechanical businesses and marine surveyors, as well as other businesses like the recently opened Outboards Northwest, a new diesel outboard motor company which decided to call Oak Harbor its home. Within Island County, there are hundreds of jobs associated directly and indirectly with the Oak Harbor Marina.

The Oak Harbor Yacht Club hosts regattas annually which bring sailboats from across the West Coast to Oak Harbor. The marina also welcomes hundreds of other guest boaters from around the world each year and is a destination stop for many avid boaters. The guests stay for days and weeks at a time, exploring and enjoying Oak Harbor and Whidbey Island. Oak Harbor Marina welcomes many mariners who boat to Oak Harbor, stay in the marina and visit Oak Harbor as well as other island cities as a planned part of their stay. Bringing visitors to Washington state, the marina is an economic driver not just for the region, but also helps the county and state economy. All of these activities at the marina generate revenue for the City of Oak Harbor and the surrounding communities in Island County.

Supporting Documents

Document 1		
Document Name	Document Type	Upload
Dredge OHM M & N Dredging Proposal	Project Plan	<div><div><div><div></div><div>PDF</div></div><div>Dredge OHM M & N Dredging Proposal.pdf</div><div>2 MB</div></div></div>

Document 2		
Document Name	Document Type	Upload
Dredge OHM M & N Feasibility Plan SOW	Project Plan	<div><div> Dredge OHM M & N Feasibility Plan SOW.pdf</div><div>0.2 MB</div><div>↓</div></div>
Document 3		
Document Name	Document Type	Upload
Dredge OHM Dredging Schedule	Project Plan	<div><div> Dredge OHM Dredging Schedule.pdf</div><div>0.3 MB</div><div>↓</div></div>
Document 4		
Document Name	Document Type	Upload
Dredge OHM Business Plan	Project Plan	<div><div> Dredge OHM Business Plan.pdf</div><div>1 MB</div><div>↓</div></div>
Document 5		
Document Name	Document Type	Upload
Mariners Haven Purchase and Sale Agreement for Mariners Haven	Project Plan	<div><div> Mariners Haven Purchase and Sale Agreement</div><div>3.6 MB</div><div>↓</div></div>
Document 6		
Document Name	Document Type	Upload
Mariners Haven Building Inspection Report	Project Plan	<div><div> Mariners Haven Building Inspection Report.pdf</div><div>0.5 MB</div><div>↓</div></div>
Document 7		
Document Name	Document Type	Upload
Mariners Haven Phase I ESA Boatyard Property	Project Plan	<div><div> Mariners Haven Phase I ESA Boatyard Property</div><div>1.4 MB</div><div>↓</div></div>
Document 8		
Document Name	Document Type	Upload
Mariners Haven Phase II ESA Boatyard Property	Project Plan	<div><div> Mariners Haven Phase II ESA Boatyard Proper</div><div>3.7 MB</div><div>↓</div></div>
Document 9		
Document Name	Document Type	Upload
Mariners Haven Business Plan	Project Plan	<div><div> Mariners Haven Business Plan.pdf</div><div>0.8 MB</div><div>↓</div></div>

Document 10**Document Name**

Marina Improvement Plan

Document Type

Project Plan

Upload[Marina Improvement Plan.pdf](#)
0.5 MB**Part 9: Applicant Certification**

The applicant here certifies and affirms (1) that it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, creed, place of birth, or degree of handicap; (2) that it will abide by all relevant local, state and federal laws and regulations; and (3) that it has read and understood the application instructions and restrictions in each part above and will comply with all provisions thereof.

Signature**Certification Date**

5/15/2023

A handwritten signature in black ink that reads "Blaine A. Oborn". The signature is written in a cursive style with a horizontal line underneath.**Printed Name**

Blaine Oborn

Title

City Administrator

Island County Rural County Economic Development

Infrastructure Investment Program- 2023 Funding Application

Island County Board of Commissioners / Attn: County Administrator
1 NE 7th Street, Coupeville, WA 98239 / (360) 679-7311 www.islandcountywa.gov

SUBMISSION DEADLINE IS 4:30pm May 16, 2023.

Part 1: Applicant Information

Organization Name

City of Oak Harbor

Address

865 SE Barrington Drive, Oak Harbor, Washington 98277

Primary Contact Name

Blaine Oborn

Phone

(360) 279-4501

Email

boborn@oakharbor.org

Part 2: Project Information

RCW 82.14.370 (3) defines "public facilities" as bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroad, electricity, natural gas, buildings, structures, telecommunications infrastructure, transportation infrastructure, commercial infrastructure, and port facilities in the state of Washington.

Project Name

North Whidbey Sewer Expansion Design

Location

Oak Harbor

Description

The North Whidbey Sewer Expansion is proposing to expand the City of Oak Harbor's sewer system from Crosby Road to Ault Field Road inroad via Oak Harbor Road into the Urban Growth Area (UGA).

Use of funds

The funds being requested will be used for the design phase of the expansion project.

Part 3: Required Resources

Total funding requested from Distressed/Rural County Sales and Use Tax to fund public facilities projects in Island County	Total funding requested \$405,000.00
Amount primary sponsor/organization is contributing to this project	Sponsor Funded Amount \$45,000.00

Other Funding Sources

	Total Project Cost \$450,000.00
--	------------------------------------

Comments

The area benefitting by this expansion project is zoned Industrial, Planned Industrial Park, Planned Business Park and Residential. There are 142 distinct parcels affected by this expansion effort. If not funded, the area will most likely stay undeveloped for the foreseeable future. The City is interested in supporting growth in that part of the UGA and starting the project with the design phase funded through the RCED will keep the project moving ahead.

Part 4: Growth Management

Per RCW 82.13.370 (3)(a), the project must be listed as an item in the County's adopted overall economic development plan, or the economic development section of the County's comprehensive plan, or your city or town's comprehensive plan. **Under which plan is the proposed project contained? (Please attach a resolution or ordinance documenting that the appropriate authority has included the project in one of the above plans).**

Name of Plan Oak Harbor's Comprehensive Plan, Economic Development Element	Copy of Resolution/Ordinance <div><div> City Council 05022023.pdf 0.7 MB</div><div>↓</div></div>
---	--

Project Location North Oak Harbor & UGA	Zoning Industrial, Residential, Commercial
--	---

Compatibility

Economic development is embedded in every part of the City's planning documents, from the Comprehensive Plan to the Capital Improvements Plan. One of the main goals of the Comprehensive Plan is economic development and the vitality of Oak Harbor. Another goal under Land Use is "Support a vibrant economy." Under this goal is the specific policies to "Support the retention and expansion of industrial uses by utility services extensions and public infrastructure improvements" and "Support the development of business parks..." This project will directly support these efforts.

Part 5: Value Proposition

Supports Business(es)?

Yes

Supported Businesses

<div>Business 1</div> <div>Business Name</div> <div>Miles Sand & Gravel</div>
<div>Business 2</div> <div>Business Name</div> <div>North Whidbey's Sportsmen's</div>
<div>Business 3</div> <div>Business Name</div> <div></div>

Business 4

Business Name

Burt's Saw & Mower

Describe, in specific detail, how this project will create jobs and/or allow for the retention of current jobs.

Explain Jobs Impact

This project will bring sewer infrastructure to 142 distinct parcels of land with various zoned uses including Commercial, Industrial, Planned Industrial Park, Planned Business Park, and Residential. A large area to be served is in the UGA. There are a number of businesses along Oak Harbor Road that will directly benefit from having sewer infrastructure available. These include Miles Sand and Gravel and Mailliard's Landing Nursery. The project can stimulate new businesses to develop in the zoned Industrial, Planned Industrial Park, and Planned Business Park areas north of the City. The area potentially served will be 375.9 acres. Job creation estimates are preliminary at this time. With a new Economic Development Coordinator on staff, efforts will be made to identify appropriate industries and encourage private development of new businesses within this area. While not specifically known, jobs created in this area will most likely be industrial in nature. Most industrial jobs are full-time and provide a living wage. Industries with high-paying, sustainable jobs will be sought to occupy the area.

Provide information on the following: (1) the average wage, including benefits, and the number of new jobs/FTEs; and (b) the average wage, including benefits, anticipated as the result of the project. Please be as specific as possible. **Generic information may not be scored. Do not include any construction-related jobs.**

Number of Jobs/FTEs	Retained	Created 1-3 Years	Created 4 Years
	30	70	100
Average Wage/FTE	Retained Wage	Created 1-3 Years Wage	Created 4 Years Wage
	\$60,552.00	\$62,640.00	\$64,728.00

How will this project improve local infrastructure capacity? How much additional capacity will be provided for future development? Please be specific in your answer.

Infrastructure Benefit

This project has a direct infrastructure benefit to the City and the County. It will increase the acreage in North Whidbey with sewer service available to connect directly to the City's state-of-the-art Clean Water Facility. The project will potentially serve 375.9 acres, the majority of which can be developed and/or expanded. The project also allows for private development with an increased density.

The City installed sewer under Goldie Road in 2009 and this area is now being developed. TSI, an electronics manufacturing company, would have left Oak Harbor if the City had not installed sewer. The City would expect to see similar private capital investment and development on Oak Harbor Rd once sewer infrastructure is available.

Provide evidence of local commitment (both financial and community). How does this project stimulate private capital investments that benefit the community and public-at-large? Please be specific in your answer.

Community Benefit

Several development applications have been submitted to the City in this area and the lack of an available gravity connection to the City sewer main has been a challenge for the projects to move forward. Not having the built infrastructure has been a detriment to new private capital investments and development that would benefit the community. This project will address this obstacle and will help stimulate private capital investments that will ultimately benefit the community and public-at-large by bringing in new businesses with living wage jobs.

Part 6: Project Timeline

Provide a timeline for the project. Please include specific deadlines for segments or phases of the project, including total project begin date and completion date.

Project Start Date	Project End Date
1/1/2024	12/31/2025

Project Phases

Phase 1	
Phase Name	Applying for funding?
North Whidbey Sewer Expansion Design	Yes
Phase Start Date	Phase End Date
1/1/2024	12/31/2025

Efforts To Date

The project was added to the Capital Improvement Plan in Fiscal Year 2022. The Design Phase is the first step in expanding sewer service to the north end of the City and UGA. A consultant will be hired to design the entire project using this funding, if awarded.

Part 7: Action Plan

Action Plan Description

The City Engineering Department will use standard operating practices to track the following quantifiable measures to ensure success of the project:
North Whidbey Sewer Expansion Design


- 1. Project schedule with updates
- 2. Cost estimates for design elements
- 3. Consultant work plan
- 4. Consultant timeline
- 5. City Council and Community Presentations
- 6. Interim Design Plans reviewed by City Engineer(s)
- 7. Final Design Plan approved by City Engineer(s)


Part 8: Miscellaneous


Other Information

Because the construction phase of this project will be significant, funding is being requested for just the design piece of the project at this time. The next step will be to secure City funding sources, including System Development fees and additional infrastructure grants or loans to begin the next phase of construction of the sewer expansion.

Supporting Documents

Document 1		
Document Name	Document Type	Upload
Zoning and Design Phase Map	Drawing	<div> ENG2204ConceptMapAndAnalysis_ CountyZone 0.9 MB</div>

Document 2		
Document Name	Document Type	Upload
Capital Improvement Plan	Budget	<div> CIP North Whidbey Sewer Expansion.pdf 0.5 MB</div>

Document 3		
Document Name	Document Type	Upload
Comprehensive Plan	City Comp Plan	<div> 2023 Comprehensive Plan - FINAL and APPROV 24.1 MB</div>

Part 9: Applicant Certification

The applicant here certifies and affirms (1) that it does not now, nor will it during the performance of any contract arising from this application, unlawfully discriminate against any employee, applicant for employment, client, customer, or other person who might benefit from said contract, by reason of age, race, color, ethnicity, sex, religion, creed, place of birth, or degree of handicap; (2) that it will abide by all relevant local, state and federal laws and regulations; and (3) that it has read and understood the application instructinos and restrictions in each part above and will comply with all provisions thereof.

Signature

Certification Date

5/15/2023

Blaine A. Oborn

Printed Name

Blaine Oborn

Title

City Administrator



ISLAND COUNTY PUBLIC HEALTH

WORK SESSION AGENDA

DATE: 7/19/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Shawn Morris, Director

Amount of time requested for agenda discussion. 15 minutes

DIVISION: Public Health

Agenda Item No.: 1

Subject: Public Health Workplan Discussion – Problems/Solutions

Description: Review Problem/Solution Statements as part of the 2024 Public Health Budget, including new positions proposed that are funded by Foundational Public Health Services (FPHS). Presented by Shawn Morris, Public Health Director.

Attachment: Problem-Solution Form 2024

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☐ Not Applicable

DIVISION: Public Health

Agenda Item No.: 2

Subject: **Consolidated Contract with Washington State Department of Health No.; CLH31021 (Amendment No. 14); Amount \$1,683,424**

Description: Review and discuss the Consolidated Contract CLH31012 Amendment No. 14 with Washington State Department of Health for Foundational Public Health Services (FPHS), Immunization Promotion, Onsite Sewage System Implementation, Recreational Shellfish, and Office of Drinking Water Group A programs, and request to move item to the next available consent agenda. Please see coversheet for summary information. Presented by Shawn Morris, Public Health Director, Megan Works, Community Health Manager, and Heather Korteum, Environmental Health Manager.

Attachment: **Contract and Executive Summary**

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☐ In process

Public Health Budget

PROBLEM	SOLUTION
<<What the request is in reasonable detail. Attach supporting documentation if available>>	<<What is your proposed solution? Include as much detail as possible and cost if available>>
<p>Additional funding from FPHS supporting new Water Resources Specialist position, which meets the needs to address water resources management and adapt to climate change in our communities, while providing a bench for our drinking water program and improve cross-department collaboration.</p>	<p>The Water Resources Specialist (classified as an Environmental Health Specialist II or III) will support sound management of water resources under the direction of the Hydrogeologist. This position will involve monitoring water quality, implementing strategies for water conservation, and coordinating with staff and agencies. Approximately \$150,000 of FPHS is available to support this position, and will fund all operations and maintenance costs as well as salary and benefits. The proposed start date is January 1, 2024.</p>
<p>Additional funding from FPHS supporting Safe & Healthy Communities Specialist position, which meets the needs to develop a bench for our land use programs and adapt to climate change in our communities.</p>	<p>The Safe & Healthy Communities Specialist (classified as an Environmental Health Specialist II or III) will work closely with stakeholders, conduct outreach activities, organize educational campaigns, and focus on climate adaptation planning related to Environmental Health programs. Approximately \$150,000 of FPHS is available to support this position, and will fund all operations and maintenance costs as well as salary and benefits. The proposed start date is January 1, 2024.</p>
<p>Need for additional accounting support for Public Health. Due to the high number of revenue and expense streams, budget deliverables, and demands on our finance team, maintaining part-time support will improve business competencies for our department. 1 of our employees exclusively supports Medicaid Match, including support for Human Services. COVID-19 funding supported a part-time accounting coordinator position that improved payroll approaches, grant processing, and finance reporting.</p>	<p>The legislature is providing \$75,000 of FPHS funding to support increased finance support for Island County for 2024 and on an ongoing basis, which will support a 0.5 FTE Accounting Coordinator, continuing capacity provided by COVID-19 funding. Having this support from FPHS will not increase our Public Health administrative rate, while supporting sustainable fiscal management of grants and payroll for our 55+ team and high number of revenue and expense streams in the department.</p>

PROBLEM	SOLUTION
<p>The Community Health division of Public Health needs additional supervisors in place to support effective span of control for the Community Health Manager, which can improve retention, oversight, and accountability - while improving overall service delivery.</p>	<p>By reclassifying the "COVID-19 Supervisor" to "Prevention Services Supervisor" position, we can effectively improve span of control for Community Health making this a long-term position within Public Health by funding with FPHS. FPHS funding is available to support this position for 2024.</p>
<p>Communications have presented a challenge related to interdepartmental and external coordination, and the legislature has provided this funding to local Public Health departments to expand capacity and address this critical need.</p>	<p>We propose contracting out with a communications agency to effectively coordinate our communications approach, improving outreach and engagement across sectors and between departments. Communications is a core public health capacity, supporting emergency response, outreach capacity, and overall effectiveness of engagement and service delivery. The legislature is providing \$200,000 for Island County Public Health to support contract services for communications. A portion of this funding can also support the communication capacity in the County Administration office. By working with a contractor, we can address consistency with social media campaigns and public engagement, creating more locally relevant resources and information. Oftentimes, our communications strategy relies on reposting content from larger jurisdictions or the Dept. of Health and CDC, who have capacity and staff to create original content. While this provides a baseline level of information, we need greater resources for communications to provide local context and resources as well as development of original campaigns – including graphics and text. Contracting services can help us develop original, locally relevant content and integrate co-design approaches, partnering with communities to co-create messaging and design campaigns that reflect the needs of our unique communities.</p>

Public Health Budget

PROBLEM	SOLUTION
Island County previously had a Camano based PHN position along with infection preventionist and lost our Camano PHN in the 2023 budget. We need local PHN support on Camano Island to provide essential services and outreach with the community, ensuring equitable service delivery.	FPHS funding supports recruiting a part-time PHN at the 1-3 range. The attached FPHS expense table outlines the proposed use of funding for the 0.5 FTE for the PHN, who would start January 1, 2024.
Need to support effective public health emergency preparedness long term, and new funding is available.	Legislature has provided 200,000 of FPHS to Island County Public Health to support Emergency Preparedness and Response (EPR), which will support our PHEPR Coordinator, Assessment Supervisor, Community Health Manager, and community contracts to promote effective planning and preparedness efforts. All funding is provided via FPHS.
Certain Community Health staff are incorrectly classified as Public Health Nurses, including Paul Shimada (Vaccine Outreach Lead), Jen Krenz (infection preventionist), and Elizabeth Smith (COVID Outreach).	Reclassifying staff as follows will more appropriately align with job duties and professional background: Change Jen Krenz to Epidemiologist, change Paul Shimada to Public Health Coordinator, change Elizabeth Smith to Public Health Coordinator.

Consolidated Contract with WA State Dept of Health
Contract No.: CLH31012; Amendment No. 14

- Executive Summary -
July 19th BOCC Work Session

Summary	Consolidated Contract Amendment No. 14 with Washington State Department of Health for the Foundational Public Health Services (FPHS), Immunization Promotion, Onsite Sewage System Implementation, Recreational Shellfish, and Office of Drinking Water Group A Programs. Contract No.; CLH31021 (14); Amount increase of \$1,683,424. Funding supports delivery of FPHS, including all core FPHS capabilities, OSS management plan implementation, vaccine outreach, and support to Group A Water systems.
Policy Context	<ul style="list-style-type: none"> • FPHS Funding: Aligns with supporting the work outlined in the Public Health 2023 Workplan while continuing funding for existing services that address communicable disease, family health, chronic disease, assessment, and environmental health. Funding supports cross-department coordination. One example is providing resources to align health assessment activities with Comprehensive Planning. • Group A Water System, OSS Funding, Recreational Shellfish: Aligns with policy of providing technical environmental health services and assistance.
	<u>Equity Lens</u> <ul style="list-style-type: none"> • FPHS Funding: Enables delivery of a variety of essential services that focus on historically underserved residents through outreach, care linkages, and population health measures that improve social drivers of health. • Group A Water System, OSS Funding, Recreational Shellfish: Ensures access to healthy drinking water and shellfish recreation for communities.
	<u>Climate Lens</u> <ul style="list-style-type: none"> • FPHS Funding: Supports staff to address climate health impacts with marginalized communities through population-scale initiatives, such as supporting indoor air quality measures through community outreach campaigns to prevent health hazard of wildfire smoke. • Group A Water System, OSS Funding, Recreational Shellfish: Increased environmental contaminants from stormwater runoff and seawater intrusion increase the need for timely sanitary surveys, management planning, and shellfish safety.
Fiscal Impact	<p>Overall, Amendment 13 increases allocations by \$1,683,424 for a revised maximum consideration of \$7,948,734. Funding will require a budget amendment.</p> <ul style="list-style-type: none"> • FPHS Funding will support current staff and services staff as well as administrative staff between July 1, 2023 – June 30, 2025. All funding must be utilized prior to June 30, 2025. No significant additional risks from accepting funding, as this funding supports ongoing work. • Group A Water System, OSS Funding, Recreational Shellfish is all anticipated funding that will require a budget amendment.

Recommendations and Desired Outcomes	<p>Overall Recommendation: Accept contract and funding changes based on factors outlined in this Executive Summary and contract review.</p> <ul style="list-style-type: none"> • FPHS Funding: Continue services and programs to improve social drivers of health through evidence-informed, community-driven services and programs within Assessment, Community Health, and Environmental Health Divisions. For vaccine funding, support equitable access to vaccination, treatment, and community guidance. • Group A Water System, OSS Funding, Recreational Shellfish: Safe, healthy drinking water and water quality across Island County. Improved recreational shellfish public information.
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**ISLAND COUNTY PUBLIC HEALTH DEPARTMENT
2022-2024 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: CLH31012

AMENDMENT NUMBER: 14

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

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

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:
<https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/sitewebpages/home.aspx?e1:9a94688da2d94d3ea80ac7fbc32e4d7c>
 - ☒ Adds Statements of Work for the following programs:
 - Foundational Public Health Services (FPHS) - Effective July 1, 2023
 - Office of Immunization-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2023
 - OSS LMP Implementation - Effective July 1, 2023
 - Recreational Shellfish Activities -Effective July 1, 2023
 - ☒ Amends Statements of Work for the following programs:
 - Office of Drinking Water Group A Program - Effective January 1, 2022
 - OSS LMP Implementation - Effective January 1, 2022 .
 - ☐ Deletes Statements of Work for the following programs:
2. Exhibit B-14 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-13 Allocations as follows:
 - ☒ Increase of **\$1,683,424** for a revised maximum consideration of **\$7,948,734**.
 - ☐ Decrease of _____ for a revised maximum consideration of _____.
 - ☐ No change in the maximum consideration of _____.
 Exhibit B Allocations are attached only for informational purposes.

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

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

This section intentionally left blank.

**ISLAND COUNTY PUBLIC HEALTH DEPARTMENT
2022-2024 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: CLH31012**AMENDMENT NUMBER: 14**

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

ISLAND COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

Chair Date
Board of County Commissioners

Signature Date

Print Name Title

Print Name Title

ISLAND COUNTY BOARD OF HEALTH

APPROVED AS TO FORM ONLY
Assistant Attorney General

Chair Date
Board of Health

Print Name Title

Indirect Rate January 1, 2022 through December 31, 2022: 24%

Indirect Rate January 1, 2023 through December 31, 2023: 23%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work		DOH Use Only Chart of Accounts		Amount	Funding Period SubTotal	Chart of Accounts Total
					LHJ Funding Start Date	Period End Date	Funding Start Date	Period End Date			
FFY23 USDA BFPC Prog Mgmt	7WA700WA1	Amd 11	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$25,804	\$34,405	\$46,696
FFY23 USDA BFPC Prog Mgmt	7WA700WA1	Amd 8, 11	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$8,601		
FFY22 USDA BFPC Prog Mgmt	7WA700WA1	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	\$12,291	\$12,291	
FFY24 USDA WIC Client Svs Contracts	NGA Not Received	Amd 11	10.557	333.10.55	10/01/23	12/31/23	10/01/23	12/31/23	\$53,125	\$53,125	\$427,450
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 11	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$158,375	\$212,100	
FFY23 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	10/01/22	09/30/23	10/01/22	09/30/23	\$53,725		
FFY22 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	01/01/22	09/30/22	10/01/21	09/30/22	\$162,225	\$162,225	
FFY23 USDA WIC Prog Mgmt CSS	7WA700WA7	Amd 11	10.557	333.10.57	01/01/23	09/30/23	10/01/22	09/30/23	\$1,600	\$1,600	\$1,600
FFY22 USDA FMNP Prog Mgmt	7WA810WA7	Amd 4	10.572	333.10.57	05/01/22	09/30/22	10/01/21	09/30/22	\$548	\$548	\$548
LHJ Vaccination ARPA	SLFRP0002	Amd 10	21.027	333.21.02	11/01/22	06/30/23	11/01/22	06/30/23	\$342,392	\$342,392	\$342,392
PS SSI 1-5 Sub Award Process Task 4	01J18001	Amd 2	66.123	333.66.12	01/01/22	09/30/22	07/01/16	08/31/23	\$57,206	\$57,206	\$57,206
FFY23 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 12	66.472	333.66.47	03/01/23	10/31/23	03/01/23	10/31/23	\$12,000	\$12,000	\$27,000
FFY22 Swimming Beach Act Grant IAR (ECY)	01J74301	Amd 2	66.472	333.66.47	03/01/22	10/31/22	01/01/22	11/30/22	\$15,000	\$15,000	
FFY22 PHEP BP4 LHJ Funding	NU90TP922043	Amd 7	93.069	333.93.06	07/01/22	06/30/23	07/01/22	06/30/23	\$64,271	\$64,271	\$128,542
FFY21 PHEP BP3 LHJ Funding	NU90TP922043	Amd 2	93.069	333.93.06	01/01/22	06/30/22	07/01/21	06/30/22	\$64,271	\$64,271	
COVID19 Vaccines	NH23IP922619	Amd 13	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	(\$30,569)	\$351,098	\$351,098
COVID19 Vaccines	NH23IP922619	Amd 4	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$381,667		
COVID19 Vaccines R4	NH23IP922619	Amd 7	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$5,000	\$386,667	\$386,667
COVID19 Vaccines R4	NH23IP922619	Amd 1	93.268	333.93.26	01/01/22	06/30/24	07/01/20	06/30/24	\$381,667		
FFY24 CDC VFC Ops	NGA Not Received	Amd 14	93.268	333.93.26	07/01/23	06/30/24	07/01/23	06/30/24	\$6,024	\$6,024	\$6,024
FFY19 COVID CARES	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	04/22/22	04/23/20	07/31/24	\$220,357	\$220,357	\$220,357
FFY19 ELC COVID Ed LHJ Allocation	NU50CK000515	Amd 2	93.323	333.93.32	01/01/22	10/18/22	05/19/20	10/18/22	\$367,314	\$367,314	\$367,314
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 7, 9, 12	93.323	333.93.32	01/01/22	12/31/23	01/15/21	07/31/24	(\$13,429)	\$1,083,320	\$1,083,320
FFY20 ELC EDE LHJ Allocation	NU50CK000515	Amd 2, 9, 12	93.323	333.93.32	01/01/22	12/31/23	01/15/21	07/31/24	\$1,096,749		
FFY22 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5	93.323	333.93.32	08/01/22	09/30/22	08/01/22	07/31/23	\$1,500	\$1,500	\$3,000
FFY21 Vector-borne T2&3 Epi ELC FPH	NU50CK000515	Amd 5	93.323	333.93.32	06/01/22	07/31/22	08/01/21	07/31/22	\$1,500	\$1,500	

Indirect Rate January 1, 2022 through December 31, 2022: 24%

Indirect Rate January 1, 2023 through December 31, 2023: 23%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work		DOH Use Only Chart of Accounts		Amount	Funding Period SubTotal	Chart of Accounts Total
					LHJ Funding Period Start Date	LHJ Funding Period End Date	Funding Period Start Date	Funding Period End Date			
FFY23 MCHBG LHJ Contracts	B04MC47453	Amd 7	93.994	333.93.99	10/01/22	09/30/23	10/01/22	09/30/23	\$55,804	\$55,804	\$107,615
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 4	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$9,958	\$51,811	
FFY22 MCHBG LHJ Contracts	B04MC45251	Amd 1	93.994	333.93.99	01/01/22	09/30/22	10/01/21	09/30/22	\$41,853		
GFS-Group B (FO-NW)		Amd 11	N/A	334.04.90	01/01/23	06/30/23	07/01/22	06/30/23	\$25,878	\$25,878	\$51,755
GFS-Group B (FO-NW)		Amd 1	N/A	334.04.90	01/01/22	06/30/22	07/01/21	06/30/22	\$25,877	\$25,877	
Rec Shellfish/Biotoxin		Amd 14	N/A	334.04.93	07/01/23	12/31/24	07/01/23	06/30/25	\$2,400	\$2,400	\$5,400
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/22	06/30/23	07/01/21	06/30/23	\$3,000	\$3,000	
Small Onsite Management (ALEA)		Amd 14	N/A	334.04.93	07/01/24	12/31/24	07/01/23	06/30/25	\$30,000	\$30,000	\$75,000
Small Onsite Management (ALEA)		Amd 14	N/A	334.04.93	07/01/23	06/30/24	07/01/23	06/30/25	\$45,000	\$45,000	
Wastewater Management-GFS		Amd 1	N/A	334.04.93	07/01/22	06/30/23	07/01/21	06/30/23	\$45,000	\$45,000	\$67,500
Wastewater Management-GFS		Amd 1	N/A	334.04.93	01/01/22	06/30/22	07/01/21	06/30/23	\$22,500	\$22,500	
SFY23 FPHS-LHJ-GFS		Amd 13	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$100,000	\$1,700,000	\$1,700,000
SFY23 FPHS-LHJ-GFS		Amd 6, 9	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$1,600,000		
FPHS-LHJ-Proviso (YR2)		Amd 7	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	(\$854,000)	\$0	\$854,000
FPHS-LHJ-Proviso (YR2)		Amd 1	N/A	336.04.25	07/01/22	06/30/23	07/01/21	06/30/23	\$854,000		
FPHS-LHJ-Proviso (YR1)		Amd 1	N/A	336.04.25	01/01/22	06/30/22	07/01/21	06/30/23	\$854,000	\$854,000	
FPHS-Local Health Jurisdiction		Amd 14	N/A	336.04.25	07/01/23	06/30/24	07/01/23	06/30/25	\$1,600,000	\$1,600,000	\$1,600,000
YR 25 SRF - Local Asst (15%) (FO-SW) SS		Amd 13	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	\$250	\$17,750	\$32,250
YR 25 SRF - Local Asst (15%) (FO-SW) SS		Amd 12	N/A	346.26.64	01/01/23	12/31/23	01/01/23	12/31/23	\$17,500		
YR24 SRF - Local Asst (15%) (FO-NW) SS		Amd 5	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$250	\$14,500	
YR24 SRF - Local Asst (15%) (FO-NW) SS		Amd 2	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$500		
YR24 SRF - Local Asst (15%) (FO-NW) SS		Amd 1	N/A	346.26.64	01/01/22	12/31/22	07/01/21	06/30/23	\$13,750		
YR 25 SRF - Local Asst (15%) (FO-SW) TA		Amd 12	N/A	346.26.66	01/01/23	12/31/23	01/01/23	12/31/23	\$4,000	\$4,000	\$6,000
YR24 SRF - Local Asst (15%) (FO-NW) TA		Amd 1	N/A	346.26.66	01/01/22	12/31/22	07/01/21	06/30/23	\$2,000	\$2,000	
TOTAL									\$7,948,734	\$7,948,734	
Total consideration:	\$6,265,310									GRAND TOTAL	\$7,948,734
GRAND TOTAL	\$1,683,424									Total Fed	\$3,556,829
	\$7,948,734									Total State	\$4,391,905

*Catalog of Federal Domestic Assistance

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

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Foundational Public Health Services (FPHS) - Effective July 1, 2023

Local Health Jurisdiction Name: Island County Public Health Department

Contract Number: CLH31012

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

Period of Performance: July 1, 2023 through June 30, 2024

Funding Source <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Periodic Distribution
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Statement of Work Purpose: Per RCW 43.70.512, Foundational Public Health Services (FPHS) funds are for the governmental public health system: local health jurisdictions, Department of Health, state Board of Health, sovereign tribal nations and Indian health programs. These funds are to build the system's capacity and increase the availability of FPHS services statewide.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
FPHS-LOCAL HEALTH JURISDICTION	99200840	N/A	336.04.25	07/01/23	06/30/24	0	1,600,000	1,600,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	1,600,000	1,600,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	FPHS funds to each LHJ – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$674,000
2	Assessment Reinforcing Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$60,000
3	Assessment – CHA/CHIP – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$30,000
4	Lifecourse – Infrastructure & Workforce Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$360,000

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
5	CD – Tuberculosis Program – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$17,000
6	Assessment – Shared Regional Epidemiology – General (Assessment/Surveillance, CHA/CHIP) – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$150,000
7	EPH Core Team – Safe and Healthy Communities – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in <u>Program Specific Requirements - Deliverables</u>	See below in <u>Program Specific Requirements - Deliverables</u>	\$160,000
8	EPH Core Team – Water System Capacity – See below in <u>Program Specific Requirements – Activity Special Instructions</u> for details	See below in Program Specific Requirements - Deliverables	See below in Program Specific Requirements - Deliverables	\$149,000

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

FPHS staff from DOH and the Washington State Association of Local Public Health Officials (WSALPHO) will coordinate and communicate together to build and assure common systemwide approaches per FPHS Steering Committee direction and the FPHS framework intent.

- For LHJ questions about the use of funds:
 - Chris Goodwin, FPHS Policy Advisor, WSALPHO – cgoodwin@wsac.org, 564-200-3166
 - Brianna Steere, FPHS Policy Advisor, WSALPHO – bsteere@wsac.org, 564-200-3171

The intent of FPHS funding is outlined in [RCW 43.70.512](#).

Foundational Public Health Services Definitions and related information can be found here: www.doh.wa.gov/fphs.

Stable funding and an iterative decision-making process – The FPHS Steering Committee’s roles and responsibilities are outlined in the [FPHS Committee & Workgroup Charter](#). The Steering Committee is the decision making body for FPHS and operates under a consensus-based decision making model, outlined [here](#). The Steering Committee use an iterative approach to decision making meaning additional tasks and/or funds may be added to a local health jurisdiction’s (LHJ) FPHS Statement of Work (SOW) as funding decisions are made.

Spending of FPHS funds – FPHS funds do not require pre-approval or pre-authorization to spend. FPHS funds are to assure FPHS services are available in each jurisdiction based on the FPHS Definitions (link) and as reflected in the SOW. Assurance includes providing FPHS as part of your jurisdiction's program operations, contracting with another governmental public health system partner to provide the service, or receiving the service through a new service delivery model such as cross-jurisdictional sharing or regional staff. **FPHS funds are eligible starting at the beginning of each state fiscal year (July 1) regardless of when funds are received by the LHJ, even if the expenditure occurred before the LHJ’s contract was signed.**

These funds are not intended for fee-based services such as select environmental public health services. As state funding for FPHS increases, other funds sources (local revenue, grants, federal block grants) should be directed to the implementation of additional important services and local/state priorities as determined by each agency/jurisdiction.

Annual Allocations – The legislature appropriates FPHS funding on an annual basis and the FPHS Steering Committee allocates funds annually through the FPHS Concurrence Process for the State Fiscal Year (SFY): July - June.

The Legislature appropriates FPHS funding amounts for each fiscal year of the biennium. This means that funds must be spent within that fiscal year and cannot be carried forward. Any funds not spent by June 30th each year must be returned to the State Treasury. Funding allocations reset and begin again at the start of the next fiscal year (July 1).

This Statement of Work is for the period of July 1, 2023-June 30, 2024 and may be included in multiple Consolidated Contracts (ConCons) which are based on the calendar year and renewed every three years.

Disbursement of FPHS funds to LHJs – Unlike other ConCon grants, FPHS bill-back to DOH is NOT required. Half of the annual FPHS funds allocated by the Steering Committee to each LHJ are disbursed each July and January. The July payments to LHJs and access to FPHS allocation for all other parts of the governmental public health system occur upon completion of the FPHS Annual Assessment.

Deliverables – FPHS funds are to be used to assure FPHS services statewide. The FPHS accountability process measures how funds are spent, along with changes in system capacity through the FPHS Annual Assessment, system performance indicators, and other data. DOH, SBOH and local health jurisdictions have agreed to complete:

1. Reporting of spending and spending projections. Process timelines and reporting template are provided by the FPHS Steering Committee via FPHS Support Staff.
2. FPHS Annual Assessment is due each July to report on the previous state fiscal year. Process and reporting template are provided by the FPHS Steering Committee via FPHS Support Staff. System results are published in the annual FPHS Investment Report available at www.doh.wa.gov/fphs.

BARS Revenue Code: 336.04.25

BARS Expenditure Coding – provided for your reference.

562.xx	BARS Expenditure Codes for FPHS activities: see below
10	FPHS Epidemiology & Surveillance
11	FPHS Community Health Assessment
12	FPHS Emergency Preparedness & Response
13	FPHS Communication
14	FPHS Policy Development
15	FPHS Community Partnership Development
16	FPHS Business Competencies
17	FPHS Technology
20	FPHS CD Data & Planning
21	FPHS Promote Immunizations
23	FPHS Disease Investigation – Tuberculosis (TB)
24	FPHS Disease Investigation – Hepatitis C
25	FPHS Disease Investigation – Syphilis, Gonorrhea & HIV
26	FPHS Disease Investigation – STD (other)
27	FPHS Disease Investigation – VPD
28	FPHS Disease Investigation – Enteric
29	FPHS Disease Investigation – General CD
40	FPHS EPH Data& Planning
41	FPHS Food
42	FPHS Recreational Water
43	FPHS Drinking Water Quality
44	FPHS On-site Wastewater

45	FPHS Solid & Hazardous Waste
46	FPHS Schools
47	FPHS Temporary Worker Housing
48	FPHS Transient Accommodations
49	FPHS Smoking in Public Places
50	FPHS Other EPH Outbreak Investigations
51	FPHS Zoonotics (includes vectors)
52	FPHS Radiation
53	FPHS Land Use Planning
60	FPHS MCH Data & Planning
70	FPHS Chronic Disease, Injury & Violence Prevention Data & Planning
80	FPHS Access/Linkage with Medical, Oral and Behavioral Health Care Services Data & Planning
90	FPHS Vital Records
91	FPHS Laboratory – Centralized (PHSKC Only)
92	FPHS Laboratory

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

[FPHS Intent - RCW 43.70.512](#)

[FPHS Funding – RCW 43.70.515](#)

[FPHS Committee & Workgroup Charter](#)

[FPHS Steering Committee Consensus Decision Making Model](#)

Activity Special Instructions:

Investments to Each LHJ:

1. FPHS Funds to Each LHJ

These funds are allocated to be used to provide any programs and services within all of the FPHS Definitions. Each LHJ is empowered to prioritize where and how to use these funds to maximize equitable, effective and efficient delivery of FPHS to every community in Washington.

Use BARS expenditure codes from the list above that most closely align with expenditure made.

Targeted Investments to Each LHJ:

2. Assessment Reinforcing Capacity (FPHS definition G.2)

Support LHJ assessment capacity with flexible funds to meet locally identified needs. BARS expenditure codes: 562.10 or 11

3. Assessment – CHA/CHIP (FPHS definitions G.3)

Support any CHA/CHIP activity or service (e.g., data analysis, focus groups, report writing, process facilitation) and may be used to contract with other agencies for staff time or services. Use BARS expenditure codes: 562.11

4. Lifecourse – Infrastructure & Workforce Capacity (FPHS definitions D, E, F)

Infrastructure and workforce investments to each LHJ to meet fundamental needs in three areas: Maternal/Child/Family Health; Access/Linkage with Medical, Oral and Behavioral Health Services; and Chronic Disease, Injury and Violence Prevention. Use BARS expenditure codes: 562.60 or 70 or 80.

Targeted Investments to Select LHJs – Assuring FPHS Available in Own Jurisdiction:

5. CD – Tuberculosis Program (FPHS definition C.4.q-v)

Expand capacity to conduct timely investigation for all infectious TB cases, conduct outreach and evaluation to Class B arrivers and infected contacts, provide education and resources to promote engagement with community providers, and coordinate case management for patients with LTBI. Funding allocated to LHJs with high Tuberculosis (TB) burden. Use BARS expenditure codes: 562.23.

Targeted Investments to Select LHJs – Assuring FPHS Available for/in Multiple Jurisdictions:

6. Assessment – Shared Regional Epidemiology – General (Assessment/Surveillance, CHA/CHIP) (FPHS definitions G.1,2)

Increase assessment and epidemiology capacity via regional/shared epidemiologist model to meet locally identified needs. Use BARS expenditure codes: 562.10 or 11

EPH -- Core Teams (Applies to all EPH Core Team FPHS Investments) (FPHS definition B.1-7)

Each EPH Core Team investment is for LHJ staff to participate in a cross-jurisdictional topic-specific Core Team. The Core Teams are each tasked with developing one or more model program(s), intended to offer guidance for scalable environmental public health responses relating to their specific sub-topic area(s). Where it makes sense to do so, the Core Teams may also work on implementation of these model programs. The content and output of these model programs will vary depending on the needs and approaches specific to each sub-topic area.

Recipients of these Core Team FPHS funds are required to participate in the associated Core Team for each investment. Recipients may spend these funds towards staffing time necessary to participate and on FPHS-qualifying activities for the specific sub-topic area(s) attached to its associated investment. Each Core Team FPHS investment is distinctive from all other Core Team FPHS investments.

Core Teams exist outside the FPHS structure, in partnership between LHJs and WA DOH, with one co-lead from each. Model programs developed through Core Team work will be made available to all Washington public health agencies.

There are currently six EPH Core Teams. They are listed below, with their sub-topic area(s), as applicable.

- System-Wide Data Management Improvement
- Climate-Change Response
- Lead Exposure
- Water System Capacity
- Homelessness Response
- Safe & Healthy Communities

Island is receiving funds to participate in these EPH Core Teams:

7. EPH Core Team – Safe & Healthy Communities

This Core Team develops system capacity to advance EPH perspectives into planning processes such as State Environmental Policy Act (SEPA) work, Health Impact Assessments, Comprehensive Plans, and related environmental review opportunities. The Core Team will develop one or more model program(s) to provide scalable approaches to healthy community planning, which may include wastewater planning and treatment, seawater intrusion in drinking water, ventilation in public buildings, PFAS contamination, climate change challenges, and other emerging topics identified by the Core Team.

- Use BARS expenditure code: 562.40

8. EPH Core Team – Water System Capacity

The goal of this Core Team is to increase LHJ capacity for water resource management and planning.

- Use BARS expenditure code: 562.43 or 53.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of Drinking Water Group A Program -
Effective January 1, 2022.

Local Health Jurisdiction Name: Island County Public Health Department

Contract Number: CLH31012

SOW Type: Revision **Revision # (for this SOW)** 5

Period of Performance: January 1, 2022 through December 31, 2023

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

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

Revision Purpose: The purpose of this revision is to identify Data Sharing Information.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period		Current Allocation	Allocation Change None	Total Allocation
YR 24 SRF - LOCAL ASST (15%) (FO-NW) SS	24229224	N/A	346.26.64	01/01/22	12/31/22	14,500	0	14,500
YR 24 SRF - LOCAL ASST (15%) (FO-NW) TA	24229224	N/A	346.26.66	01/01/22	12/31/22	2,000	0	2,000
YR 25 SRF - LOCAL ASST (15%) (FO-NW) SS	24229225	N/A	346.26.64	01/01/23	12/31/23	17,750	0	17,750
YR 25 SRF - LOCAL ASST (15%) (FO-NW) TA	24229225	N/A	346.26.66	01/01/23	12/31/23	4,000	0	4,000
						0	0	0
						0	0	0
TOTALS						38,250	0	38,250

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	<p>Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by the DOH Office of Drinking Water (ODW) Regional Office.</p> <p>See Special Instructions for task activity.</p> <p>The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small</p>	<p>Provide Final* Sanitary Survey Reports to ODW Regional Office. Complete Sanitary Survey Reports shall include:</p> <ol style="list-style-type: none"> Cover letter identifying significant deficiencies, significant findings, observations, recommendations, and referrals for further ODW follow-up. Completed Small Water System checklist. Updated Water Facilities Inventory (WFI). Photos of water system with text identifying features 	<p>Final Sanitary Survey Reports must be received by the ODW Regional Office within 30 calendar days of conducting the sanitary survey.</p>	<p>Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid \$250 for each sanitary survey of a non-community system with three or fewer connections.</p> <p>Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid \$500 for each sanitary survey of a non-community system with four or more connections and each community system.</p> <p>Payment is inclusive of all associated costs such as travel, lodging, per diem.</p>

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	community and non-community Group A water systems.	5. Any other supporting documents. *Final Reports reviewed and accepted by the ODW Regional Office.		Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
2	Trained LHJ staff will conduct Special Purpose Investigations (SPI) of small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.	Completed SPI Reports must be received by the ODW Regional Office within 2 working days of the service request.	Upon acceptance of the completed SPI Report, the LHJ shall be paid \$800 for each SPI. Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed SPI Report within the 2-working day deadline. Late or incomplete reports may not be accepted for payment.
3	Trained LHJ staff will provide direct technical assistance (TA) to small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.	Provide completed TA Report and any supporting documents and photos to ODW Regional Office.	Completed TA Report must be received by the ODW Regional Office within 30 calendar days of providing technical assistance.	Upon acceptance of the completed TA Report, the LHJ shall be paid for each technical assistance activity as follows: <ul style="list-style-type: none"> • Up to 3 hours of work: \$250 • 3-6 hours of work: \$500 • More than 6 hours of work: \$750 Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed TA Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
4	LHJ staff performing the activities under tasks 1, 2 and 3 attend periodic required survey training as directed by DOH. See Special Instructions for task activity.	For training attended in person, prior to attending the training, submit an "Authorization for Travel (Non-Employee)" DOH Form 710-013 to the ODW Program Contact for approval (to ensure enough funds are available).	Annually	For training attended in person, LHJ shall be paid mileage, per diem, lodging, and registration costs as approved on the pre-authorization form in accordance with the current rates listed on the OFM Website http://www.ofm.wa.gov/resources/travel.asp

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

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

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

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

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

Program Specific Requirements

Data Sharing

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

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

Special References:

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

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

Special Billing Requirements

The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of ~~\$32,000~~ **\$32,250** for **Task 1**, and **\$6,000** for **Task 2, Task 3 and Task 4** combined during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above. When invoicing for sanitary surveys, bill to BARS Revenue Code 346.26.64.

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

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

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

Special Instructions

Task 1

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

- No more than **2** surveys of non-community systems with three or fewer connections be completed between January 1, 2022 and December 31, 2022.

- No more than **28** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2022 and December 31, 2022.
- No more than **3** surveys of non-community systems with three or fewer connections be completed between January 1, 2023 and December 31, 2023.
- No more than **34** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2023 and December 31, 2023.

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

Task 2

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

Task 3

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

Task 4

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

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

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Office of Immunization-Promotion of Immunizations to Improve Vaccination Rates - Effective July 1, 2023

Local Health Jurisdiction Name: Island County Public Health Department

Contract Number: CLH31012

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

Period of Performance: July 1, 2023 through June 30, 2024

Funding Source <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work is to contract with local health to conduct activities to improve immunization coverage rates

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY24 CDC VFC Ops	74310241	93.268	333.93.26	07/01/23	06/30/24	0	6,024	6,024
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	6,024	6,024

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Develop a proposal to improve immunization coverage rates for a target population by increasing promotion activities and collaborating with community partners (can use pre and post qualitative or quantitative collection methods) <u>Examples of qualitative & quantitative methods/measures:</u> <ul style="list-style-type: none"> Surveys, Questionnaires, Interviews Immunization coverage rates expressed in percentages Observations (i.e., feedback from surveys/interviews, social media posts comments) Analytic tools (i.e., google analytics measuring website traffic, page views etc.) 	Written proposal summarizing project plan and method of assessing/observing change in target population. (Template will be provided)	August 1, 2023	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	Upon approval of proposal, implement the plan to increase immunization coverage rates with the target population identified.	Written report describing the progress made on reaching milestones for activities identified in the plan (template will be provided)	November 30, 2023 March 31, 2024	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.
3	Develop final report to include comparison of change or improvement of targeted outcome from start of the project/intervention [This can be short-term or intermediate outcomes with overall goal to increase immunization rates] Examples: <ul style="list-style-type: none"> ▪ Increased partner knowledge on immunization guidelines ▪ Change in attitudes about childhood vaccines ▪ Increase in school district immunization coverage rates 	Final written report including measured and/or observed outcomes [what was achieved as a result of the activity/intervention?]. (Template will be provided)	June 15, 2024	Reimbursement for actual costs incurred, not to exceed total funding consideration amount.

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

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

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

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

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

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: OSS LMP Implementation - Effective January 1, 2022

Local Health Jurisdiction Name: Island County Public Health Department

Contract Number: CLH31012

SOW Type: Revision **Revision # (for this SOW)** 1

Period of Performance: January 1, 2022 through June 30, 2023

Funding Source <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work is to fund implementation of the on-site sewage system (OSS) local management plan (LMP).

Revision Purpose: The purpose of this revision is to change the period of performance from December 31, 2023 to June 30, 2023 to close out this concon for the end of the 21-23 biennium.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change None	Total Allocation
WASTEWATER MANAGEMENT - GFS	26701100	N/A	334.04.93	01/01/22	06/30/22	22,500	0	22,500
WASTEWATER MANAGEMENT - GFS	26701100	N/A	334.04.93	07/01/22	06/30/23	45,000	0	45,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						67,500	0	67,500

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	<p>Operation and Maintenance (O&M) Program and Local Management Plan Implementation</p> <p>O&M Program activities will include, but will not be limited to, contract/indirect administration, staff training, staff participation in DOH regional projects/meetings, advertising, brochures, surveys, website development, hardware, software, costs and fees associated with all supporting databases.</p> <p>Local management plan implementation includes:</p> <ul style="list-style-type: none"> Enforcement for system deficiencies found during Operations, Maintenance and Monitoring (O&M) inspections O&M program administration Onsite Sewage System (OSS) complaint response O&M data reports about deficiencies 	<p>O&M Program activities will be tracked and reported to demonstrate progress and will detail accomplishments. Local Management Plan implementation will be tracked and reported via an electronic copy of progress report and mapping data to include:</p> <ul style="list-style-type: none"> Number of systems with known system type. Number of septic systems with current inspections. Number of septic failures. 	<p>Report Due Date: June 15, 2022 January 15, 2023 June 15, 2023 December 31, 2023</p> <p>Task is ongoing throughout the project period.</p>	\$24,975

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	Homeowner Septic Training (HOST) Program Continued development, advertisement, and delivery of Septic education classes. Classes are open to all of Island County residents.	Septic classes will be offered in person, if possible, along with links to online classes. All classes, numbers of community members in attendance, and test results will be tracked and reported.	Report Due Date: June 15, 2022 January 15, 2023 June 15, 2023 December 31, 2023 Task is ongoing throughout the project period.	\$10,125
3	Onsite Sewage Systems (OSS) Professionals Continued development and delivery of educational information to OSS Professionals through industry meetings and other learning opportunities.	Industry meeting agendas and attendance will be reported.	Report Due Date: June 15, 2022 January 15, 2023 June 15, 2023 December 31, 2023 Task is ongoing throughout the project period.	\$10,125
4	OSS Data Quality Control Continue to implement and train staff for all Island County Databases used to organize and easily track OSS data collected. All software utilizes Geographic Information Systems (GIS) to improve reporting accuracy and efficiency.	The continued integration of databases and GIS data into the O&M Program will allow for easily accessible and reportable data.	Report Due Date: June 15, 2022 January 15, 2023 June 15, 2023 December 31, 2023 Task is ongoing throughout the project period.	\$22,275

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

Program Specific Requirements

Restrictions on Funds:

These funds can NOT be used for local match to federal grants.

Special References:

WAC 246-272A and RCW 70A.110

State funds from the Aquatic Lands Enhancement Account must be used to implement elements and activities of the local on-site sewage management plans that do not conflict with and are consistent with the goals, strategies, objectives, and actions of the Puget Sound Action Agenda.

Definitions:

Failure: A condition of an on-site sewage system or component that threatens the public health by inadequately treating sewage or by creating a potential for direct or indirect contact between sewage and the public. Examples of failure include: (a) Sewage on the surface of the ground; (b) Sewage backing up into a structure caused by slow soil absorption of septic tank effluent; (c) Sewage leaking from a sewage tank or collection system; (d) Cesspools or seepage pits where evidence of ground water or surface water quality degradation exists; (e) Inadequately treated effluent contaminating ground water or surface water; or (f) Noncompliance with standards stipulated on the permit.

Maintenance and Monitoring: The actions necessary to keep the on-site sewage system components functioning as designed. Periodic or continuous checking of an on-site sewage system, which is performed by observations and measurements, to determine if the system is functioning as intended and if system maintenance is needed. Monitoring also includes maintaining accurate records that document monitoring activities.

Billing Requirements:

1. Billings are submitted on an A19-1A form, which is provided by DOH.
2. A19-1A forms may be submitted monthly and must be submitted bi-monthly at minimum.

Special Instructions:

Semi-annual progress reports, including marine recovery area (MRA) mapping data, are due to DOH via email to mail to: Roger.Parker@doh.wa.gov and taylor.warren@doh.wa.gov. Progress Report Due Dates: January 15, 2022, June 15, 2022, December 31, 2022 June 15, 2023 and December 31, 2023.

The report format will be provided by DOH and may be modified throughout the contract period via email announcement.

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: OSS LMP Implementation - Effective July 1, 2023

Local Health Jurisdiction Name: Island County Public Health Department

Contract Number: CLH31012

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

Period of Performance: July 1, 2023 through December 31, 2024

Funding Source <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work is to fund implementation of the on-site sewage system (OSS) local management plan (LMP).

Note: Statements of work with GFS funds must exhaust those funds before billing ALEA funds. GFS funds in the 07/01/23-06/30/24 funding period cannot roll over into the next funding period. This funding allocation is for the 2023-2025 state biennium. New statements of work with a period of performance of January 1, 2025 to June 30, 2025 will be issued in the next consolidated contract term.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
SMALL ONSITE MANAGEMENT (GFS)	26701100	N/A	334.04.93	07/01/23	06/30/24	0	45,000	45,000
SMALL ONSITE MANAGEMENT (GFS)	26701100	N/A	334.04.93	07/01/24	12/31/24	0	30,000	30,000
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	75,000	75,000

GOALS & MEASURABLE OBJECTIVES

This table summarizes starting and target metrics achieved by implementing the tasks below. This data is reported on an ongoing basis in the semiannual progress reports.

Description (e.g., "OSS compliance")	Units (e.g. "systems")	Starting Amount	Targets
OSS compliant with inspections in Marine Recovery Areas (MRAs) and/or Sensitive Areas (SA)	Number of OSS	185	500
OSS compliant with inspections countywide	Number of OSS	3500	5000
OSS failures identified/corrected in MRA/SA	Number of OSS failures identified and repaired/replaced	2/5	5/10
OSS failures identified/corrected countywide	Number of OSS failure identified and repaired/replaced	54/97	50/100

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Task 1. Grant Administration This task is to fund the required financial and reporting activities necessary to meet state DOH and Auditor requirements including administration of LHJ local management plan and OSS LMP grant program.				
1.1	Bi-monthly Invoicing and Progress Reports DOH Consolidated Contracts (ConCon) requires billing within 60 days of completing work. LHJ will submit invoices through the ConCon process and will send progress reports and deliverables to the LMP Contract Manager. Invoices must be submitted at least bi-monthly (per ConCon requirements) but no more frequently than monthly. Invoices will be reviewed for consistency with progress. The LMP Contract Manager may require monthly invoices.	Bimonthly/Monthly invoices	Bimonthly/monthly for duration of contract period	Reimbursement up to \$7,500 based on actual costs.
1.2	Semi-Annual Progress Reports Reporting periods are semiannually from January 1 – June 30 and July 1 – December 31. Progress reports include data described in the outcome column.	Data about the following: <ul style="list-style-type: none">Qualitative:<ul style="list-style-type: none">Summary of workBarriers to LMP ImplementationQuantitative:<ul style="list-style-type: none">OSS inventory metricsEnforcement actionsOutreach and Education efforts	Due July 15 and December 31 for the duration of the contract period	
Task 2. Local Management Plan Implementation This task includes all work done to implement the county’s LMP excluding grant management tasks and inspection rebates/incentives.				
2.1	Database Maintenance and Quality Assurance/Quality Control Database maintenance and QA/QC is ongoing to ensure accurate tracking methods for all OSS in the county. Specific tasks include: <ul style="list-style-type: none">Import and maintain records from OnlineRME and SmartGOV data management systemsMonitor data input and output for accuracy	<ul style="list-style-type: none">Supports quality of all reporting associated with this SOW		Reimbursement up to \$54,000 based on actual costs.
2.2	Operations and Maintenance Program Administration <ul style="list-style-type: none">Mail inspection reminders to homeowners as needed.Inspection Compliance tracking/mappingFailure and repair tracking/mappingCompliance enforcementComplaint responseO&M data reports about inventory and deficienciesCollaborate with Surface Water Quality team to notify homeowners in identified risk areas of inspection requirements	a. Enforcement Protocol b. Data on the following: <ul style="list-style-type: none">Number of OSS with current inspectionsNumber of OSS failures and calculated risk using DOH-provided risk assessment.Number of repairs	a. September 1, 2023 b. Report in semi-annual progress report in Subtask 1.2.	
2.3	Education and Outreach Education and outreach are conducted for OSS owners, realtors, builders and consultants. Specific tasks include:	Report attendance	With semi-annual reporting	

Task #	Task/Activity/Description	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none">EHD led realtor classesBuilders' discussion forum with EHDOutreach and flyers to support consultants & owners			
2.4	Professional Development and Coordination <ul style="list-style-type: none">The LHJ will participate in LMP and West Side Coordinators Meetings and will network between counties.The LHJ will support professional development through:<ul style="list-style-type: none">Attending DOH OSS Program trainingsWashington On-Site Sewage Association (WOSSA) Septicon for up to six (6) staffORENCO in person week for one (1) staff – if offered	a. Attendance and contribution at four (4) meetings per year b. Conference and Training participation as available	a-b. Report attendance semi-annually, as scheduled in Task 1.2	
Task 3. Indirects Indirects rates can only be charged to this work if the County has a current approved rate on file with DOH.				
3.1	Indirect rate on __\$51,300__ at a rate of __24%__ . Annual rate may change during contract period.	Submit current approved indirect rate to DOH Grants Management Office for approval.	Before indirects can be approved for reimbursement	Reimbursement up to \$13,500 based on actual costs.

Budget	
Category	Amount
Personnel/Salaries	\$36,615
Fringe Benefits	\$19,875
Travel	\$4,500
Supplies	\$510
Contracts	\$0
Other <ul style="list-style-type: none"> Registration Fees 	\$0
Total Direct Charges	\$61,500
Indirect Charges (federally approved rate)	\$13,500
TOTAL – Not to Exceed	\$75,000

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

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: Recreational Shellfish Activities -
Effective July 1, 2023

Local Health Jurisdiction Name: Island County Public Health Department

Contract Number: CLH31012

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

Period of Performance: July 1, 2023 through December 31, 2024

Funding Source <input type="checkbox"/> Federal <Select One> <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	Federal Compliance (check if applicable) <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	Type of Payment <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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Statement of Work Purpose: The purpose of this statement of work (SOW) is to provide funds for shellfish harvesting safety.

Revision Purpose: N/A

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date	LHJ Funding Period End Date	Current Allocation	Allocation Change Increase (+)	Total Allocation
REC. SHELLFISH/BIOTOXIN	26402600	N/A	334.04.93	07/01/23	12/31/24	0	2,400	2,400
						0	0	0
						0	0	0
						0	0	0
						0	0	0
						0	0	0
TOTALS						0	2,400	2,400

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Biotoxin Monitoring <ul style="list-style-type: none"> Conduct emergency biotoxin sampling when needed. Post / remove recreational shellfish warning and / or classification signs on beaches and restock cages as needed. Issue biotoxin news releases during biotoxin closures in Island County. This task may also include recruiting, training, and coordination of volunteers, and fuel reimbursement funds for volunteer biotoxin monitoring. 	Submit annual report on DOH approved format of activities for the year, including the number of sites monitored and samples collected, and number and names of beaches posted with signs.	Email Report to DOH by February 15, 2024 (See Special Instructions below.)	\$1,900
2	Outreach <ul style="list-style-type: none"> Staff educational booths at local events. Distribute safe shellfish harvesting information. 	Submit annual report including the number of events staffed and amount of educational materials distributed.	Email Report to DOH by February 15, 2024 (See Special Instructions below.)	\$500

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

Program Specific Requirements

Program Manual, Handbook, Policy References:

Department of Health's Biotxin Monitoring Plan

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

Chapter 246-280 WAC

<https://doh.wa.gov/community-and-environment/shellfish/recreational-shellfish>

<https://doh.wa.gov/about-us/programs-and-services/environmental-public-health/environmental-health-and-safety/about-shellfish-program/about-biotoxins-and-illness-prevention-program>

Special Instructions:

Report for work performed in 2023 must be submitted via email to Liz Maier (liz.maier@doh.wa.gov) by February 15, 2024.

The report format will be provided by DOH and may be modified throughout the period of performance via email announcement.



ISLAND COUNTY HUMAN RESOURCES/GSA

WORK SESSION AGENDA

DATE: 7/19/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Catherine Reid, Director

Amount of time requested for agenda discussion. 15 minutes

Agenda Item No.: 1

Subject: Health Benefits

Description: Discuss whether to remain with WCIF for non-medical health benefits or move to PEBB

Attachment: None

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Discussion |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: |

IT Review Complete: ☒ Not Applicable

Budget Review Complete: ☐ Not Applicable



ISLAND COUNTY COMMISSIONERS

WORK SESSION AGENDA

DATE: 7/19/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: BOCC Staff

Amount of time requested for agenda discussion. 60 Minutes

Agenda Item No.: 1

Subject: Low Income Housing Institute (LIHI) Harbor Inn Project update

Description: Multi-department update of the Harbor Inn Project.

Attachment: LIHI Contract from 12/13/2022

Request: *(Check boxes that apply)*

☐ Move to Consent

☐ Move to Regular

☐ None/Informational

☒ Discussion

☐ Signature Request

☐ Other: _____

IT Review Complete: ☐ Not Applicable

Budget Review Complete: ☐ Not Applicable



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE:

12/13/2022

Agenda Item No 16

☒ CONSENT AGENDA

☐ REGULAR AGENDA

☐ PUBLIC HEARING/MTG

Resolution/Ordinance No:

DEPARTMENT: Human Services

DIVISION: Housing

STAFF CONTACT: Lynda Austin

AGENDA SUBJECT: Contract with Low Income Housing Institute (LIHI) to provide funding for Operations and Maintenance for the Harbor Inn Project. Contract No. HS-08-22; Term: 7/29/22 - 6/30/23; Contract Amount \$525,141 (RM-HS-2022-339).

BACKGROUND/SUMMARY:

WORK SESSION DATE: 12/7/2022

Contract with Low Income Housing Institute Harbor Inn to provide funding for Operations and Maintenance for the Harbor Inn Project including 20 Short Stay Housing Units per month and one on-site Manager's Unit, an on-site property manager and a case manager.

FISCAL IMPACT/FUNDING SOURCE:

Consolidated Homeless Grant (CHG) Hotel Leasing and Rapid Rehousing

RECOMMENDED ACTION:

- ☐ Approve/ Adopt
☐ Schedule Public Hearing/Meeting
☐ Continue Public Hearing/Meeting
☐ Information/Discussion
☐ Other (describe) _____

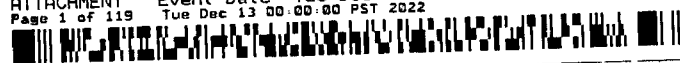
SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- ☒ APPROVED
☐ DENIED
☐ TABLED/DEFERRED/NO ACTION TAKEN
☐ CONTINUED TO DATE: ____/____/____ TIME: ____
☐ OTHER copy to Lynda

12/14/22
TC



FACE SHEET



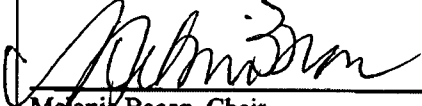
	PROFESSIONAL SERVICES CONTRACT	Contract Number: <div style="text-align: center;">HS-08-22</div>		
Contracting Organization: Low Income Housing Institute (LIHI) 1253 Jackson St. Ste A Seattle, WA 98144		County Department: Human Services PO Box 5000 Coupeville, WA 98239		
Contracting Organization Representative: Sharon Lee Executive Director 1253 Jackson St. Ste A Seattle, WA 98144		County Representative: Lynda Austin Director PO Box 5000 Coupeville, WA 98239		
Tax ID Number: 49-3155150		Risk Management Number: RM-HS-2022-339		
Contract Amount: Up to \$525,141	Funding Source: Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Start Date: 7/29/22</td> <td style="width: 50%;">End Date: 6/30/23</td> </tr> </table>	Start Date: 7/29/22	End Date: 6/30/23
Start Date: 7/29/22	End Date: 6/30/23			
Federal Funds (as applicable):	Federal Agency:	CFDA Number:		
Additional Terms of Contract: Additional terms of this contract are set out in and governed by the following, which are incorporated herein by reference. <ol style="list-style-type: none"> 1. Standard HIPAA Business Associate Agreement attached as Exhibit A. 2. Island County Human Services General Terms and Conditions attached as Exhibit B. 3. Scope of Work attached as Exhibit C. 4. Budget Summary attached as Exhibit D. 5. Department of Commerce Consolidated Homeless Grant (CHG) with Island County Human Services, Contract #22-46108-12 attached as Exhibit E. 6. Department of Commerce CHG Grant Guidelines attached as Exhibit F. 7. LIHI Code of Conduct Exhibit G. 				
<p>The parties intend for the Exhibits identified above to serve as a lawful and binding contract. The Contracting Organization and Island County hereby acknowledge and agree to the terms and representations specified in the identified and attached exhibits and mutually promise to carry out all of the terms for which they are respectively responsible in full consideration of the other party's reciprocal promises. A failure to assert a breach of a promise or term shall not constitute a waiver of any remedies available at law or equity arising out of such breach. The entire Contract consists of this face sheet and all the identified and attached exhibits, which together constitute the complete understanding and agreement between the parties, and supersede all prior representations and understandings, whether oral or written. This contract may only be amended by mutual written agreement of the parties.</p>				
FOR THE CONTRACTING ORGANIZATION: <div style="text-align: center;">  </div> <hr/> Authorized Party <div style="text-align: right;"> Date: 12/5/2022 </div>		FOR ISLAND COUNTY: <div style="text-align: center;">  </div> <hr/> Melanie Bacon, Chair Board of County Commissioners Island County, Washington <div style="text-align: right;"> Date: 12/13/22 </div>		



EXHIBIT A

ISLAND COUNTY HUMAN SERVICES DEPARTMENT STANDARD HIPAA BUSINESS ASSOCIATE AGREEMENT

Definitions

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

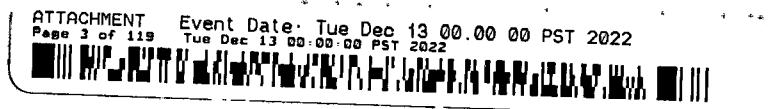
Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Low Income Housing Institute (LIHI).
- (b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Island County Human Services Department.
- (c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

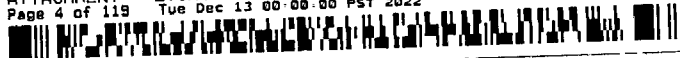
- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI created, received, maintained or transmitted in any Electronic Media form in conformity with the Security Rule. Business Associate agrees to ensure that its agents and subcontractors to whom it provides such electronic PHI meet the same standard.



- (d) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (e) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (f) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;
- (g) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- (h) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- (i) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- (j) Make its internal practices, books, and records relating to the use, disclosure and security measures of protected health information available to the Covered Entity or to the Secretary for purposes of determining compliance with the HIPAA Rules.
- (k) Provide to Covered Entity or an Individual within 60 days of the receipt of a request, information collected in accordance with subsection (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.

Permitted Uses and Disclosures by Business Associate

- (a) Business Associate may only use or disclose protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in LIHI – HS-08-22, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (b) Business Associate may use or disclose protected health information as required by law.



- (c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
- (e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (f) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity as permitted by 42 CFR Part 164.504(e)(2)(i)(B).

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- (c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the date of the contract and terminate at the end of the contract period or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

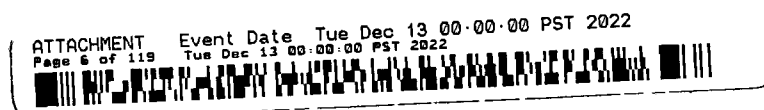
(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the underlying Agreement for services between the Covered Entity and Business Associate if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
2. Immediately terminate this Agreement and the underlying Agreement for services between the Covered Entity and Business Associate if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.



Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- (c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.



**EXHIBIT B
GENERAL TERMS AND CONDITIONS**

I. BILLING AND REIMBURSEMENT PROCEDURES

- A. The Contracting Organization shall submit written claims for reimbursement of services provided under this Agreement on a format prescribed by the County.
- B. Such money claims for reimbursement shall be paid up to "Maximum Amount Awarded Under this Contract." Such claim shall be submitted to the County on the first working day of each month for services rendered the previous month. Vouchers will be processed by the Auditor, and forwarded to the Board of County Commissioners for approval as soon thereafter as possible.
- C. The County will not process claims for reimbursement until all supporting reporting documents are provided. The County reserves the right to withhold payment for services required to be performed under this Agreement until it receives reports and/or other documents as may be required in performance of this Agreement.

II. BUDGET ADJUSTMENTS

- A. Changes not to exceed 10 percent, or \$300.00, whichever is greater, may be made by the Contracting Organization to each BASUB/SUBELEMENTS of the BARS contract budget without a budget addendum receiving prior approval from the County. Provided, that the Contracting Organization shall notify the County of such changes. Provided, further that changes in excess of a cumulative 10 percent or \$300.00, whichever is greater, must receive prior County approval by amendment of the contract budget. Provided, further that the total funds awarded the Contracting Organization in the contract cannot be modified and administrative costs cannot be increased without a bilateral amendment.
- B. A deviation of ten percent or more below the prorated performance levels specified in the Statement of Work and/or budget during a biennial quarter (six months) shall require review of both the budget and the work statement and may result in overpayment.

III. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contracting Organization shall indemnify and hold harmless and defend the County and the State of Washington, all officials, agents and employees of each, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The Contracting Organization's obligation to indemnify, defend, and hold harmless includes any claim by the Contracting Organization's agents, employees, representatives, or any subcontractor to its employees.

- B. The Contracting Organization expressly agrees to indemnify, defend, and hold harmless Island County and the State of Washington for any claim arising out of or incident to the Contracting Organization or any subcontractor's performance or failure to perform the contract. The Contracting Organization's obligation to indemnify, defend, and hold harmless Island County and the State of Washington should not be eliminated or reduced by any actual or alleged concurrent negligence of Island County or its agents, agencies, employees and officials.

IV. **INSURANCE**

Prior to commencement of services under this Contract, the Contracting Organization shall submit to Island County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Contract. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without sixty (60) days prior notice to the County. The Contracting Organization shall maintain at the Contracting Organization's sole expense unless otherwise stipulated, the following insurance coverages, insuring the Contracting Organization, Contracting Organization's employees, agents, designees and indemnities as required herein:

- A. The Contracting Organization shall not commence work under this Contract until the Contracting Organization has obtained all insurance required under this paragraph and such insurance has been approved by the County.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workman's Compensation, to be maintained by the Contracting Organization, shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without sixty (60) days written prior notice to the County. The Contracting Organization's insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers officials, employees or volunteers shall be excess of the Contracting Organization's insurance and shall not contribute to it.
- C. The Contracting Organization shall maintain, during the life of this Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG00001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the Contracting Organization from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations by the Contracting Organization or by anyone directly employed by or contracting with the Contracting Organization.

Specified limits required	\$2,000,000	General Aggregate
	\$1,000,000	Products/Completed Operations
	\$1,000,000	Personal Injury and Advertising Injury

\$1,000,000 Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (CG2010) and an endorsement that specifically states the Contracting Organization's General Liability shall be primary and not contributory, with any other insurance maintained by the County.

The policy shall be endorsed to include stopgap employer's liability coverage with minimum limits as follows:

\$1,000,000 Accident
\$1,000,000 Policy Limit for Disease

- D. Commercial General Liability Insurance shall be endorsed to include a "cross liability", indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.
- E. The Contracting Organization shall maintain, during the life of this Contract, Business Automobile Liability Insurance (CA00001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident to protect the Contracting Organization from claims which may arise from the performance of this Contract, whether such operation be by the Contracting Organization or by anyone directly or indirectly employed by the Contracting Organization. Covered auto shall be designated as "Symbol 1" any auto.
- F. All Liability coverages, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims made, and state the Retroactive Date.
- G. The Contracting Organization shall secure liability coverages for industrial injury for its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contracting Organization shall submit a copy of its Certificate of Coverage from the Department of Labor and Industries prior to the commencement of work.
- H. Industrial Insurance Waiver – With respect to the performance of this Contract and as to claims against the County, its officers, agents and employees, the Contracting Organization expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contracting Organization against the County. This waiver is mutually negotiated by the parties to this Agreement.
- I. Professional Liability Insurance – Prior to the start of work, the Contracting Organization will secure and maintain at its own expense, Professional Liability



Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made form coverage shall be maintained by the Contracting Organization for a minimum of three (3) years following the termination of this Contract, and the Contracting Organization shall annually provide the County with proof of renewal.

- J. Subcontractors – The Contracting Organization shall include all subcontractors as insured under its policy or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all of the requirements stated therein.

V. **DONATIONS/FEEES**

All project income derived from the provision of services described in any portion of this Agreement or derived or generated through program fund raising activities shall remain within the project and shall be used to provide increased levels of service or improved quality of service to the target population.

VI. **ENDORSEMENTS**

Contracting Organization agrees not to use Island County's name in political endorsements or other endorsements, which may involve products or programs.

VII. **CONTRACTING ORGANIZATION NOT COUNTY AGENCY**

Contracting Organization is not a County Agency, but is an independent contractor. Contracting Organization employees are not employees or agents of the County, except when acting as a designated County mental health professional within the scope of their duties as such as while acting pursuant to the Involuntary Mental Commitment Act, RCW Chapter 71.05. Contracting Organization agrees not to represent itself as a County Agency and Contracting Organization's employees agree not to represent themselves as County employees.

VIII. **DISPUTES**

- A. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement or any contract, which is not disposed of by consensus, shall be decided by the Island County Human Services Director, who shall reduce his/her decision in writing and mail or otherwise furnish a copy thereof to the Contracting Organization. The decision of the County Human Services Director shall be subject to appeal to the County Commissioners. Pending final decision of a dispute thereunder the Contracting Organization shall proceed diligently with the performance of this agreement or any contract in accordance with the Island County Human Services Director's decision.
- B. This "Disputes" clause does not preclude the consideration of questions of law in connection with decision provided for in Paragraph A above. Provided that nothing

in this agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

IX. PROVIDING DATA AND AUTHORIZING FACILITY INSPECTION

Contracting Organization agrees to provide to the County on request such program and fiscal data as the County reasonably requires and authorizes the County to make periodic inspection of facilities and to evaluate the performance of the contract and subcontractor(s) at least annually. Contracting Organization's Administrator will meet monthly with the County or more often as reasonably required in order to insure an effective Program.

X. TERMINATION

- A. This agreement or any contract, may be terminated in whole or in part by either party hereto upon sixty (60) days advance written notice to the other party.
- B. The County reserves the right, by prior written notice, to terminate this agreement or any contract in whole or in part, without the sixty (60) days written notice in the event expected or actual funding from the state, federal, or other sources is withdrawn, reduced or limited in any other contract, prior to normal completion thereof.
- C. In the event of termination under A or B above, the County shall be liable only for payment in accordance with the terms of the contract for services rendered prior to the effective date of termination.
- D. The County, may, by written notice, terminate any Contract in whole or in part, for the substantial breach by the Contracting Organization of its duties under this Agreement. In such an event, the Contracting Organization shall be liable for reasonable damages, including the reasonable cost of procuring similar services actually procured by the State or County from another source to fully execute the County's duties under this Contract with the State, provided that if (1) it is determined for any reason that no substantial default occurred or (2) the failure to perform was not within the Contracting Organization's control, fault or negligence, termination shall be controlled under the terms of A or B above.

XI. STAFFING LEVEL

The Contracting Organization agrees that the level of staffing shall not be reduced for the duration of the contract without the approval of the County Coordinator. Contracting Organization shall report to the County Coordinator on the effective date of this Agreement, a detailed list of its staff positions and salaries.



XII. LICENSING AND ACCREDITATION

The Contracting Organization shall comply with all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as may be described in special portions of this Agreement in order that quality of services is assured.

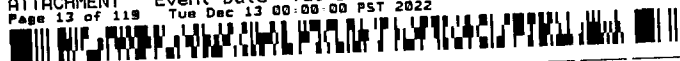
XIII. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990

The Contracting Organization must comply with the Americans with Disabilities Act of 1990, 42 USC §12101 et.seq 600D, also referred to as the "ADA", and the rules 28 CFR Part 35. This act provides comprehensive civil rights protections to individuals with a record of, or regarded as having sensory, mental or physical impairment in the area of employment, public accommodations, state and local government services and telecommunications.

XIV. NON DISCRIMINATION IN SERVICES

A. The Contracting Organization shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, the presence of any sensory, mental or physical disability, honorably discharged veteran or military status or the use of a trained dog guide or service animal by a person with a disability:

1. Deny any individual any services or other benefits provided under this Contract;
2. Provide any services or other benefits to any individual which are different or are provided in a different manner from those provided to others under this Contract;
3. Subject any individual to segregation or separate treatment in a manner related to his/her receipt of any service or other benefits provided under this Contract;
4. Deny any individual an opportunity to participate in any program provided by this Contract through the provision of services or otherwise, or will afford him/her an opportunity to do so which is different from those afforded to others under this Contract.



- B. The Contracting Organization in determining (a) types of services or other benefits to be provided, (b) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (c) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which discriminate on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, the presence of any sensory, mental or physical handicap, honorably discharged military status, or the use of a trained dog guide or service animal by a person with a disability, or having the effect of defeating or substantially impairing accomplishment of the objective of this Contract with respect to individuals of a particular race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, the presence of any sensory, mental or physical handicap, honorably discharged military status, or the use of a trained dog guide or service animal by a person with a disability.
- C. The Contracting Organization shall take affirmative action to insure that its facilities and programs are accessible to people with sensory, mental or physical handicaps.

XV. VENUE STIPULATION

Any action at law, suit in equity or judicial proceeding for the enforcement or breach of Agreement or any provisions thereof, shall be instituted and maintained only in a court of competent jurisdiction in Island County, Washington.

XVI. DRUG FREE WORKPLACE

The Contracting Organization's employees shall abstain from the use of alcohol and illegal drugs in the workplace and in the performance of their duties.

XVII. CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The Contracting Organization certifies to the best of its knowledge and belief the entity and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- B. Have not within a three-year period 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 Federal, State, or local transaction, violation of Federal or State antitrust statutes or commission of embezzlement, forgery, bribery, falsification or destruction of record, making a false statement or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of offenses in B. above; and
- D. Have not within a three-year period had one or more public transactions terminated for cause or default.



The Contracting Organization will provide immediate written notice if at any time it learns that this certification has become erroneous by reason of changed circumstances.

By signing this certification the Contracting Organization agrees that it shall not knowingly enter into any lower tier covered transaction if the entity or principals are debarred, suspended, declared ineligible, proposed for debarment, or voluntarily excluded from participation in this covered transaction. The Contracting Organization may rely upon certification of a lower tier covered transaction unless it knows that the certification is erroneous.

XVIII.

COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state and local laws, rules, and regulations in the performance of this contract. Contractor acknowledges, agrees and understands Island County is subject to provisions set forth in the WA State Public Records Act, RCW 42, 56, et seq.



EXHIBIT C

Scope of Work

I. Introduction and Intent

Grant funds to the Low Income Housing Institute (LIHI) located at 1253 S. Jackson St., Ste. A, Seattle, WA 98144 to provide funding for the operational costs for 21 units, including one for an on-site managers at the property located at 1606 E. Main St., Freeland, WA 98249 (the “**Project**”) for households with incomes at or below 30% of area median income. Funding for the project is available through the Hotel Leasing and Rapid Rehousing, Consolidated Homeless Grant.

LIHI is a Partner Agency within Island County Homeless Housing Continuum of Care. This grant aligns with the goals of the Island County 5 Year Homeless Housing Plan 2020. The Contracting Organization must partner with The Housing Support Center of Island County (Island County Coordinated Entry Program), and coordinate housing openings and referrals with The Housing Support Center as appropriate for the housing intervention.

II. Scope of Services

The Project: The Contracting Organization agrees to:

- Follow all requirements of Exhibit E and all other provisions of this Agreement.
- Provide detailed operations and leasing costs including, but not limited to: utilities, repairs, insurance, communications and office expenses related to the Project
- Provide a full-time on-site Property Manager
- Provide a full-time on-site Case Manager focused on assisting clients with Housing Stability and Behavioral Health needs and exits to successful permanent housing.
- Maintain the buildings and grounds of the property including the entrance to be clean and well kept at all times.
- Require all Project residents to sign and follow the LIHI Code of Conduct Exhibit G

Other Services: The Contracting Organization agrees to:

- Attend quarterly Housing Provider Network meetings.
- Participate in the annual Point in Time count.
- Notify Island County Housing Program Coordinator of circumstances that could affect services agreed to in this contract.
- Report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to Island County Human Services.

III. Program Outcomes

Outcomes anticipated for this funding include:

- Provide 20 Short Stay Housing units per month and 1 on site Manager’s unit.
- Provide case management and other supports to prepare clients for exiting to successful housing solutions.
- 100% of those residing at the project will receive appropriate referrals to community resources when needed.



IV. System Performance Requirements

In 2005, the Washington State Legislature passed the Homeless Housing and Assistance Act, which outlined several bold policies to address homelessness. The Act also required Department of Commerce to develop a strategic plan, which was first submitted in 2006. WA State Department of Commerce recently updated their Homeless Housing Strategic Plan in January 2018, which includes a statewide vision that directs our efforts and resources to ensure that people have a safe place to live. The Plan includes specific minimum system performance requirements that have been incorporated into State Contracts with local governments. Island County baseline measures by intervention along with State benchmarks are included in this Contract and in chart below.

Island County Actual Baseline Measures and Department of Commerce System Wide Performance Targets by Intervention			
Program	Island County Current Baseline	Expected Change from Baseline	Department of Commerce Performance Target
Emergency Shelter	42% Exits to Permanent Housing (PH)	Increase by at least 5%	60% Exits to Permanent Housing (PH)
Transitional Housing	67% Exits to PH	Increase by at least 5%	80% Exits to PH
Rapid Re-Housing	86% Exits to PH	Maintain	80% Exits to PH
Permanent Supportive Housing	89% Retention or Exits to PH	Maintain	90% Retention or Exit to PH
All Intervention Types	30% Total HH Served are Unsheltered	Increase by at least 5%	60% Total HH Served Be Unsheltered

The State has notified all counties that if their local systems are not able to perform to the contracted standards, they will initially be provided intensive technical assistance as part of corrective action plans. However, if our local homeless system is not able to achieve reasonable performance improvement toward the state performance requirements, contracted funding could be reduced and redirected to higher performing communities.

Contracting Organization agrees to work together to meet benchmarks related to funded programs.

V. Reporting Requirements

The Contracting Organization will report the expenses incurred and provide all required back-up documentation supporting the expenses incurred. Contractor's Representative to this Agreement is Ralph Neis, Director of Special Projects and Operations, for LIHI. Required reports, with the applicable date due, are as follows:

- | | |
|---|--|
| <p><u>REPORT</u></p> <p>a. Monthly invoice for payment</p> <p>b. Quarterly outcomes report</p> | <p><u>DATE DUE</u></p> <p>15th of each month following service provision</p> <p>Due: Oct. 31, 2022 (July 1-Sept 30),
Jan. 31, 2023 (Oct 1-Dec 31),</p> |
|---|--|

April 30, 2023 (Jan 1-March 31),
July 31, 2023 (April 1-June 30)

c. Annual Final Report

Due: July 31, 2023
(July 1, 2022-June 30, 2023)

Invoices shall be mailed, emailed, or hand delivered to the County's representative to this Agreement:

Emily Wildeman
Island County Human Services
105 NW 1st Street
P.O. Box 5000
Coupeville, WA 98239
e.wildeman@islandcountywa.gov

The County agrees to make payment for services provided as approved by the Auditor of Island County with County warrants within thirty (30) working days following receipt of Contracting Organization's claim for reimbursement; provided that no payment shall be made in the month during which services are delivered unless otherwise approved by the County.

VI. Monitoring and Evaluation

The Contracting Organization shall cooperate with the County in monitoring and/or evaluation of program activities as deemed appropriate by the County. Monitoring activities shall include, but not be limited to an annual on-site program monitoring visit, monthly monitoring of the required reports, and attendance at a Housing Advisory Board Meeting yearly during the contract period to give a report on the progress of their program.



EXHIBIT D
Budget Summary

Original Budget: July 29, 2022 – June 30, 2023, Up to \$525,141

DESCRIPTION	Hotel Leasing and Rapid Re-Housing CHG
Admin for Hotel Leasing/RRH	\$ 42,579
Hotel Leasing/RRH/Operations	\$ 482,562
Total	\$ 525,141



Exhibit E

Amendment



Contract Number: 22-46108-12

Amendment Number: C

Washington State Department of Commerce
Housing Division
Homelessness Assistance Unit
Consolidated Homeless Grant (CHG)

1. Grantee Island County – Human Services PO Box 5000 105 NW 1st Street Coupeville, WA 98239		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Joanne Pelant Housing Program Coordinator (360) 678-7962 j.pelant@islandcountywa.gov		4. COMMERCE Representative Sara Ihmoda Grant Manager 360-725-2674 Sara.ihmoda@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Original Grant Amount (and any previous amendments) \$1,103,269	6. Amendment Amount \$21,805	7. New Grant Amount \$1,125,074	
8. Amendment Funding Source Federal: State: X Other: N/A:		9. Amendment Start Date August 1, 2022	10. Amendment End Date June 30, 2023
11. Federal Funds (as applicable):	Federal Agency:	CFDA Number:	
12. Amendment Purpose: Amends occupancy date in Scope of Work for HL RRH funded project and adds additional funding to support grantees who had increased costs due to the pandemic.			

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: CHG Guidelines (as they may be revised from time to time), and Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".

FOR GRANTEE  Melanie Bacon, Chair Board of Island County Commissioners 9/27/22 Date	FOR COMMERCE Docusigned by:  Corina Grigoras, Assistant Director Housing Division 10/4/2022 8:27 PM PDT Date APPROVED AS TO FORM ONLY Sandra Adix Assistant Attorney General 3/20/2014 Date
---	--

Amendment

Attachment A

This Contract is amended as follows:

Special Terms and Conditions

Adds the following language:

8. FRAUD AND OTHER LOSS REPORTING

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

Scope of Work is hereby revised:

1. Hotel Leasing and Rapid Re-Housing funding will be used for:
 - a. Operational costs for up to 20 Emergency Shelter rooms per month.
 - b. Operational costs for 1 on site managers unit.
2. Rooms will be occupied beginning July 29, 2022.

Amendment

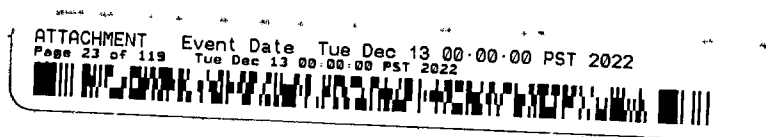
Attachment B

Budget Categories	Current Contract Amount (and any previous amendments and revisions)	Amendment C	New Total
CHG Standard			
Admin	\$0	\$0	\$
Rent/Fac Support Lease	\$208,049.00	\$0	\$208,049.00
Other Rent/Fac Support Lease and Housing Costs	\$0	\$0	\$0
Operations	\$170,000.00	\$0	\$170,000.00
PSH CHF			
PSH CHF Rent/Fac Support Lease	\$0	\$0	\$0
PSH CHF Other Rent/Fac Support Lease and Housing Costs	\$0	\$0	\$0
PSH CHF Operations	\$0	\$0	\$0
HEN SFY 2022 (July 2021-June 2022)			
HEN Admin 2022	\$1,928.00	\$0	\$1,928.00
HEN Rent/Fac Support and Housing Costs 2022	\$73,222.00	\$0	\$73,222.00
HEN Operations 2022	\$3,600.00	\$0	\$3,600.00
HEN SFY 2023 (July 2022-June 2023)			
HEN Admin 2023	\$1,928.00	\$0	\$1,928.00
HEN Rent/Fac Support and Housing Costs 2023	\$73,222.00	\$0	\$73,222.00
HEN Operations 2023	\$3,600.00	\$0	\$3,600.00
Hotel Leasing and Rapid Re-Housing			
Admin for Hotel Leasing/RRH	\$85,158.00	\$0	\$85,158.00
Hotel Leasing/RRH/Operations	\$482,562.00	\$0	\$482,562.00
Additional CHG			
Additional CHG Funding	\$0	\$21,805.00	\$0
Total	\$1,103,269.00	\$21,805.00	\$1,125,074.00



Amendment

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.



Certificate Of Completion

Envelope Id: E59FA27605B141B5BFE77924772D2D06

Status: Completed

Subject: Complete with DocuSign: CHG Island Amendment C signed by Commissioner.pdf

Division:

Community Services and Housing

Program: Consolidated Homeless Grant

ContractNumber: 22-46108-12

DocumentType:

Contract Amendment

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Sara Ihmoda

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

sara.ihmoda@commerce.wa.gov

IP Address: 198.239.10.192

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Status: Original

Holder: Sara Ihmoda

Location: DocuSign

10/4/2022 10:22:58 AM

sara.ihmoda@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce Location: DocuSign

Signer Events

Corina Grigoras

corina.grigoras@commerce.wa.gov

Assist. Director

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

Corina Grigoras

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Emily Wildeman

e.wildeman@islandcountywa.gov

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(None)**COPIED**

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Carbon Copy Events

Joanne Pelant

J.Pelant@islandcountywa.gov

Security Level: Email, Account Authentication
(None)Electronic Record and Signature Disclosure:
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Amendment

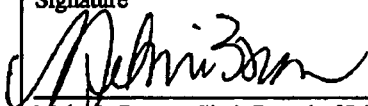
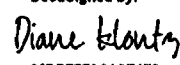
Contract Number: 22-46108-12

Amendment Number: A

Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)

1. Grantee Island County -- Human Services PO Box 5000 105 NW 1st Street Coupeville, WA 98239		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Joanne Pelant Housing Program Coordinator (360) 678-7962 j.pelant@islandcountywa.gov		4. COMMERCE Representative Sarah Harrison Grant Manager 360-463-0216 Sarah.harrison@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Original Grant Amount (and any previous amendments) \$458,167.00	6. Amendment Amount \$567,720.00		7. New Grant Amount \$1,025,887.00
8. Amendment Funding Source Federal: State: X Other:	9. Amendment Start Date January 1, 2022	10. Amendment End Date June 30, 2023	
11. Federal Funds (as applicable):	Federal Agency:	CFDA Number:	
12. Amendment Purpose: Adds Hotel Leasing and Rapid Re-Housing funds.			

COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: CHG Guidelines (as they may be revised from time to time), and Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".

FOR GRANTEE Signature  Melahie Bacon, Chair Board of Island County Commissioner March 1, 2022 Date	FOR COMMERCE DocuSigned by:  96DD7778CA2E4F3... Diane Klontz, Assistant Director Community Services and Housing Division 3/22/2022 10:11 AM PDT Date APPROVED AS TO FORM ONLY Sandra Adix Assistant Attorney General 3/20/2014 Date
---	--



Amendment

This Contract is amended as follows:

Attachment A

Scope of Work is hereby revised to include additional activities:

1. Hotel Leasing and Rapid Re-Housing funding will be used for:
 - a. Operational costs for up to 10 Emergency Shelter rooms per month.
 - b. Operational Costs for up to 10 Permanent Supportive Housing rooms per month.
 - c. Operational costs for 1 on site managers unit.
2. Rooms will be occupied beginning March 2022.

Attachment B

Amendment**Budget**

Budget Categories		Current Grant Amount (and any previous amendments)	Amendment A	New Total
CHG Standard				
Admin		\$0	\$0	\$0
Rent/Fac Support Lease		\$130,667.00	\$0	\$130,667.00
Other Rent/Fac Support Lease and Housing Costs		\$0	\$0	\$0
Operations		\$170,000.00	\$0	\$170,000.00
PSH CHF				
PSH CHF Rent/Fac Support Lease		\$0	\$0	\$0
PSH CHF Other Rent/Fac Support Lease and Housing Costs		\$0	\$0	\$0
PSH CHF Operations		\$0	\$0	\$0
HEN SFY 2022 (July 2021-June 2022)				
HEN Admin 2022		\$1,928.00	\$0	\$1,928.00
HEN Rent/Fac Support and Housing Costs 2022		\$73,222.00	\$0	\$73,222.00
HEN Operations 2022		\$3,600.00	\$0	\$3,600.00
HEN SFY 2023 (July 2022-June 2023)				
HEN Admin 2023		\$1,928.00	\$	\$1,928.00
HEN Rent/Fac Support and Housing Costs 2023		\$73,222.00	\$	\$73,222.00
HEN Operations 2023		\$3,600.00	\$	\$3,600.00
Hotel Leasing and Rapid Re-Housing				
Admin for Hotel Leasing/RRH		\$0	\$85,158.00	\$85,158.00
Hotel Leasing/RRH/Operations		\$0	\$482,562.00	\$482,562.00
Total		\$458,167.00	\$567,720.00	\$1,025,887.00

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Certificate Of Completion

Envelope Id: 6554C454F92042E68BEA55F53CFDEDF9

Status: Completed

Subject: Please DocuSign: Island County CHG Amendment A HL RRH signed.pdf

Division:

Community Services and Housing

Program: CHG

ContractNumber: 22-46108-12

DocumentType:

Contract Amendment

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Megan Kendig

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1011 Plum Street SE

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MS 42525

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Olympia, WA 98504-2525

megan.kendig@commerce.wa.gov

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Holder: Megan Kendig

Location: DocuSign

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megan.kendig@commerce.wa.gov

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Signer Events

Diane Klontz

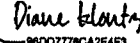
diane.klontz@commerce.wa.gov

Assistant Director

Washington State Department of Commerce

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Kathy Kinard

Kathy.Kinard@commerce.wa.gov

Security Level: Email, Account Authentication
(None)**VIEWED**

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Electronic Record and Signature Disclosure:

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Certified Delivery Events

Tedd Kelleher

tedd.kelleher@commerce.wa.gov

Senior Managing Director

Washington State Department of Commerce

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Joanne Pelant

J.Pelant@islandcountywa.gov

Security Level: Email, Account Authentication
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Payment Events**Status****Timestamps**



Interagency Agreement with

Island County – Human Services

through

Community Services and Housing Division
Housing Assistance Unit

Consolidated Homeless Grant (CHG)

Start date: July 1, 2021



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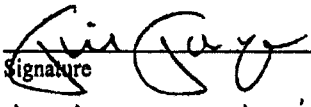
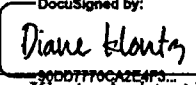
Attachment A, Scope of Work
Attachment B, Budget



FACE SHEET

Contract Number: 22-46108-12

Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant

1. Contractor Island County – Human Services PO Box 5000 105 NW 1 st Street Coupeville, WA 98239		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Emily Wildeman Housing Program Coordinator (360) 678-7804 e.wildeman@islandcountywa.gov		4. COMMERCE Representative Sarah Harrison Grant Manager (360) 463-0216 sarah.harrison@commerce.wa.gov	
5. Contract Amount \$458,167.00	6. Funding Source Federal: <input type="checkbox"/> State: <input type="checkbox"/> Other: <input checked="" type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2021	8. End Date June 30, 2023
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
		CFDA Number N/A	
10. Tax ID # N/A	11. SWV # SWV0000203-07	12. UBI # 151000298	13. DUNS # N/A
14. Contract Purpose This grant provides resources to assist people who are experiencing homelessness obtain and maintain housing stability. Grantees and subgrantees must prioritize unsheltered homeless households for assistance and services			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: 2022-2023 CHG Information and Budget workbook, CHG Guidelines (as they may be revised from time to time), and Contract Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR  Signature Jill Johnson, Chair Board of Island County Commissioners 8/17/2021 Date		FOR COMMERCE DocuSigned by:  Diane Klontz, Assistant Director Community Services and Housing Division 8/24/2021 9:04 AM PDT Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	



**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

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

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the Contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment B -- Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month (or quarterly) can be made by COMMERCE on a case-by-case basis.

When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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



**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

6. ELIGIBLE USE OF FUNDS

Funding awarded under this Grant may only be used for eligible activities and expenses described in the CHG Program Guidelines. These Guidelines are incorporated by reference.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable. Contractor shall provide upon requested to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program.

7. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- CHG Guidelines, incorporated by reference on the Face Sheet

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.



**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, 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.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including Intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall 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.

8. GOVERNING LAW AND VENUE

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



**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the



**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.



**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A

Scope of Work

- A. Grantees shall commit to operating a high-performing crisis response system in their county by:
 - a. Prioritizing unsheltered homeless households and households fleeing violence for services and programs.
 - b. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
 - c. Employing a progressive engagement service model.
 - d. Prioritizing households most likely to become homeless when using prevention rent assistance.
- B. Grantees shall submit the following monthly deliverables on time with truthful, accurate information:
 - a. Invoice and Voucher Detail Worksheet for reimbursement
 - b. Required report(s) from HMIS included with the invoice
- C. Grantees shall submit the following deliverables on time with truthful, accurate information:
 - a. Local Homeless Housing Plan Updates.
 - b. Annual County Report/Homeless Housing Inventory including Point-In-Time Count Information.
 - c. Essential Needs Report.
 - d. Grantees shall commit to reporting complete quality data that is timely, truthful and accurate.
- D. Grantees shall comply with all of the requirements, policies and procedures in the Consolidated Homeless Grant Guidelines, including the Coordinated Entry Guidelines.
- E. Grantees shall commit to participating in developing new performance measures that will be finalized by January 2022.



Attachment B

Budget

Budget	Total
Admin	\$-
Rent/Fac Support Lease	\$130,667.00
Other Rent/Fac Support Lease and Housing Costs	\$-
Operations	\$170,000.00
PSH CHF Rent/Fac Support Lease	\$-
PSH CHF Other Rent/Fac Support Lease and Housing Costs	\$-
PSH CHF Operations	\$-
HEN Admin 2022	\$1,928.00
HEN Rent/Fac Support and Housing Costs 2022	\$73,222.00
HEN Operations 2022	\$3,600.00
HEN Admin 2023	\$1,928.00
HEN Rent/Fac Support and Housing Costs 2023	\$73,222.00
HEN Operations 2023	\$3,600.00
Total	\$458,167.00



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Division:

Community Services and Housing

Program: CHG

ContractNumber: 22-46102-12

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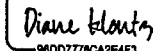
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Assistant Director

Washington State Department of Commerce

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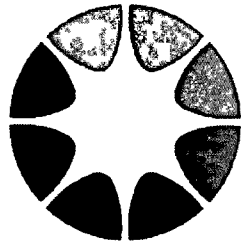
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Payment Events	Status	Timestamps
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Washington State
Department of
Commerce

Guidelines

FOR THE

Consolidated Homeless Grant

July 1, 2022



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1 Grant Basics

1.1 Overview

The Consolidated Homeless Grant (CHG) has several fund sources, including state general fund and document recording fees. Throughout the guidelines the funding sources are referred to as CHG Standard, Permanent Supportive Housing for Chronically Homeless Families (PSH CHF), Eviction Prevention, and Housing and Essential Needs (HEN). Each of the funds has different eligibility requirements. These guidelines provide information on how to comply with requirements and Commerce invites grantees to reach out for clarification, as needed.

Funding Source*	Allowable Interventions	Housing Status Eligibility	Income Eligibility	Where to Find Eligibility Requirements in Guidelines
CHG Standard	<ul style="list-style-type: none"> ✓ Emergency Shelter <ul style="list-style-type: none"> • Drop-In • Continuous Stay ✓ Transitional Housing ✓ Homelessness Prevention ✓ Rapid Re-Housing ✓ Permanent Supportive Housing ✓ Street Outreach 	<ul style="list-style-type: none"> ✓ Homeless ✓ Homeless and a household member with a permanent disability ✓ At Risk of Homelessness 	At or Below 80% AMI	Homelessness Assistance Homelessness Prevention
Permanent Supportive Housing for Chronically Homeless Families (PSH CHF)	<ul style="list-style-type: none"> ✓ Permanent Supportive Housing ✓ Street Outreach 	<ul style="list-style-type: none"> ✓ Chronically homeless head of household with a permanent disability 	At or Below 80% AMI	Homelessness Assistance
Eviction Prevention (new 1277 legislation)	<ul style="list-style-type: none"> ✓ Homelessness Prevention 	<ul style="list-style-type: none"> ✓ At Risk of Homelessness 	At or Below 80% AMI	Homelessness Prevention
Housing and Essential Needs (HEN)	<ul style="list-style-type: none"> ✓ Transitional Housing (TH)** ✓ Homelessness Prevention (HP) ✓ Rapid Re-Housing (RRH) ✓ Permanent Supportive Housing (PSH)** ✓ Street Outreach 	<ul style="list-style-type: none"> ✓ Homeless ✓ At Risk of Homelessness 	HEN Referral	Housing and Essential Needs (funded with HEN)

*Allowable expenses are detailed in [Section 6 Allowable Expenses](#). The following guidelines sections are required for all funding sources: [Section 7 Requirements of all Lead Grantees and Subgrantees Providing Direct Service](#) and [Section 8 Additional Requirements of Lead Grantees and Subgrantees Providing Rent Assistance](#).

**See [Section 6.2.5 HEN Facility Support](#).

The State Homeless Housing Strategic Plan and Annual Report of the Homeless Grant Programs are located on the Department of Commerce [website](#).

1.2 Purpose Statement

The Office of Family and Adult Homelessness in the Homelessness Assistance Unit at the Department of Commerce administers state and federal funds to support homeless crisis response systems in WA State.

The Consolidated Homeless Grant is a critical resource in the crisis response system.

People living unhoused become stably housed when the system is low barrier, trauma informed, culturally responsive and Housing First oriented. People living unstably housed become stably housed when the system is oriented toward problem solving conversations and personal advocacy to help people identify practical solutions based on their own available resources.

We expect Commerce grantees, including county governments and nonprofits, to be leaders in their crisis response systems, facilitating partnership among service organizations and promoting evidence-based, anti-racist practices.

Grantees must respond to the disproportionality in access to services, service provision and outcomes and cannot simply rely on standard business practices to address inequity. Grantees have the responsibility to ensure all people eligible for services receive support and are served with dignity, respect and compassion regardless of circumstance, ability or identity.

This includes marginalized populations, Black, Native and Indigenous, People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not access mainstream support.

We are here to support your efforts. The Homelessness Assistance Unit provides access to continuous learning on trauma informed services, racial equity, LGBTQ+ competency and more. We can help you strategize outreach, coordinated entry and help you understand your data so we can meet Washington's vision that no person is left living outside.

1.3 Authorizing Statute and Fund Sources

Chapter RCW 43.185c Homeless Housing and Assistance authorizes these funds.

1.4 Allowable Interventions

All allowable housing interventions are defined below. Allowable interventions are dependent on fund source.

1.4.1 Temporary Housing Interventions

Temporary housing interventions are those in which the household must leave the shelter or unit at the end of their program participation. Households are considered homeless while enrolled in temporary housing interventions.

1.4.1.1 Emergency Shelter

Emergency Shelter (ES) provides short-term¹ temporary shelter (lodging) for those experiencing homelessness. Emergency Shelters can be facility-based or hotel/motel voucher.

1.4.1.1.1 Drop-in Shelter

Drop-in Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis.

¹ Emergency Shelter programs are typically designed and intended to provide temporary shelter for short-term stays: up to three months. Clients are not required to exit after 90 days. Clients are not required to exit after 90 days.



1.4.1.1.2 Continuous-stay Shelter

Continuous-stay Shelters offer living arrangements where households have a room or bed assigned to them throughout the duration of their stay.

1.4.1.2 Transitional Housing

Transitional Housing (TH) is subsidized, facility-based housing that is designed to provide long-term² temporary housing and to move households experiencing homelessness into permanent housing. Lease or rental agreements are required between the transitional housing project and the household.

1.4.2 Permanent Housing Interventions

Permanent housing is housing in which the household may stay as long as they meet the basic obligations of tenancy.

1.4.2.1 Homelessness Prevention

Homelessness Prevention (HP) helps households who are at risk of homelessness to maintain or obtain stable housing and avoid homelessness. Services include housing-focused case management and temporary rent subsidies.

1.4.2.2 Rapid Re-Housing

Rapid Re-Housing (RRH) quickly moves households from homelessness into permanent housing by providing:

- ✓ Housing Identification Services: Recruit landlords to provide housing for RRH participants and assist households with securing housing.
- ✓ Financial Assistance: Provide assistance to cover move-in costs and deposits as well as ongoing rent and/or utility payments.
- ✓ Case Management and Services: Provide services and connections to community resources that help households maintain housing stability.

1.4.2.3 Permanent Supportive Housing

Permanent Supportive Housing (PSH) is subsidized, non-time-limited housing with support services for homeless households that include a household member with a permanent disability. Support services must be made available but participation is voluntary (see section 7.1.2). PSH may be provided as a rent assistance (scattered site) or facility-based model. For facility-based models, a lease or rental agreement is required between the PSH project and the household. The services and the housing are available permanently.

Households funded with PSH CHF must include a Head of Household who is chronically homeless and permanently disabled.

1.4.3 Services Only Interventions

1.4.3.1 Street Outreach

Street outreach is a strategy for engaging people experiencing homelessness who are otherwise not accessing services for the purpose of connecting them with emergency shelter, housing, or other critical services.

² Transitional Housing programs are typically designed and intended to provide temporary housing for long-term stays: up to two years.



2 Administrative Requirements of Lead Grantees

2.1 Homeless System Responsibilities

2.1.1 Prioritization Requirements

Homeless crisis response systems must prioritize unsheltered homeless households and households fleeing violence for services and programs. For more details, see Appendix D: Performance Requirements.

2.1.2 System Wide Performance Requirements

RCW 43.185C.185 requires that Commerce ensure equity in new Eviction Prevention funds. During the period of July 2022 to June 2023 Commerce will develop performance requirements that promote both equitable program access and equitable program outcomes. This will include a review and possible revision of Washington's homeless system performance requirements. See Appendix D: Performance for more information.

2.1.3 Low Barrier Housing Project

Each county must have at least one low barrier project³ serving homeless adults and at least one low barrier project serving homeless households with children.

All homeless housing projects adhere to state and federal anti-discrimination laws:

- ✓ All projects ensure equal access for people experiencing homelessness regardless of race, national origin, gender identity, sexual orientation, marital status, age, veteran or military status, disability, or the use of an assistance animal.
- ✓ Projects designed to serve families with children experiencing homelessness ensure equal access regardless of family composition and regardless of the age of a minor child.
- ✓ Projects that operate gender segregated facilities allow the use of facilities consistent with the person's gender expression or identity.

2.1.3.1 Intake & Project Eligibility

Low barrier projects have flexible intake schedules and require minimal documentation. At the minimum, homeless households are not screened out based on the following criteria:

- ✓ Having too little or no income
- ✓ Having poor credit or financial history
- ✓ Having poor or lack of rental history
- ✓ Having involvement with the criminal justice system
- ✓ Having active or a history of alcohol and/or substance use
- ✓ Having a history of victimization
- ✓ The type or extent of disability-related services or supports that are needed
- ✓ Lacking ID or proof of U.S. Residency Status
- ✓ Other behaviors that are perceived as indicating a lack of "housing readiness," including resistance to receiving services

³ Project types that can meet this requirement: Emergency Shelter, Transitional Housing, PH: Rapid Re-Housing, PH: Housing with Services (no disability requirement), and PH: Housing Only. Projects must operate year round and serve all homeless single adults or households with children (projects cannot be subpopulation specific, e.g. DV, HEN, youth, etc.).



2.1.3.2 Project Participation

Low barrier projects have realistic and clear expectations. Rules and policies are narrowly focused on maintaining a safe environment and avoiding exits to homelessness. Low barrier projects do not have work or volunteer requirements. Projects that require households to pay a share of rent allow reasonable flexibility in payment.

Households are not terminated from the project for the following reasons:

- ✓ Failure to participate in supportive services or treatment programs
- ✓ Failure to make progress on a housing stability plan
- ✓ Alcohol and/or substance use in and of itself is not considered a reason for termination

2.1.4 Coordinated Entry System

Each county must maintain a Coordinated Entry (CE) process. Refer to the Washington State Coordinated Entry Guidelines for requirements. If the CHG lead grantee is a county government, projects funded by local homeless housing surcharge revenue (local document recording fees) must also participate in the CE process as described below.

Transitional Housing, Homelessness Prevention, Rapid Re-Housing, and Permanent Supportive Housing projects funded by CHG must participate in the county or regional CE by accepting referrals and must fill openings exclusively through the CE process.

Lead grantees may elect to opt out of the CE process for Homelessness Prevention projects if the county has enough funding to serve all households at risk of homelessness in need of services or if the project is operated by a By and For subgrantee as defined in these guidelines (Section 2.2.4). Lead grantees must receive approval from Commerce and provide evidence that they are meeting the need in their community and providing adequate outreach to their community if a mainstream housing provider organization is opting out of the CE process.

If the county or regional CE requires Emergency Shelters and Drop-in Shelters to participate in the county or regional CE process, Emergency Shelters and Drop-in Shelters funded by CHG must participate in the county or regional CE process by accepting referrals and must fill openings exclusively through the CE process.

Street Outreach projects funded by CHG must be linked to the county or regional CE by either performing mobile CE process services (e.g. assessment) or by providing referrals to CE.

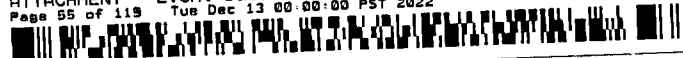
Projects operated by victim service providers are not required but may elect to participate in the county or regional CE process.

2.1.5 Reporting Requirements

Lead grantees are responsible for submitting the following:

2.1.5.1 Local Homeless Housing Plan

Lead grantees must submit an updated county Local Homeless Housing Plan to Commerce at least every five years. Local Plan Guidance is located on the Commerce State Strategic Plan, Annual Report and Audits website.



2.1.5.2 Annual County Expenditure Report

Lead grantees must submit a complete and accurate Annual County Expenditure Report to Commerce.

2.1.5.3 Commerce will annually score Annual County Expenditure Report data quality. Point-in-Time Count

Lead grantees must ensure the collection and reporting of the annual Point-in-Time Count of sheltered and unsheltered homeless persons for their county is in accordance with the Commerce Count Guidelines, located on the Commerce Annual Point in Time Count [website](#).

2.1.5.4 Essential Needs Report

Lead grantees must submit an HEN Essential Needs Report at the end of each state fiscal year, which is a count of the total instances of Essential Needs services.

2.1.6 Training

Lead/subgrantees must identify staff to attend and complete trainings. These staff should include staff that provide direct services, supervisors of direct service staff, and staff that manage homeless grants.

The following trainings are required at least every three years and attendance must be documented:

- ✓ Trauma Informed Services
- ✓ Mental health
- ✓ Supporting survivors of domestic violence
- ✓ Local coordinated entry policies and procedures as required by lead CE entity
- ✓ Fair Housing
- ✓ Housing First
- ✓ Racial Equity
- ✓ LGBTQ+ competency
- ✓ Rapid Re-Housing
- ✓ Progressive Engagement and Problem-Solving (Diversion)

Other recommended trainings include crisis intervention, professional boundaries, and case management.

In addition, lead/subgrantee staff are highly encouraged to attend the annual [Washington State Conference on Ending Homelessness](#).

Costs to attend trainings are an eligible program expense (see Section 6.3).

Visit the Commerce [Homeless Services Grantee Trainings](#) website for available online trainings.

2.1.7 Benefit Verification System Requirements

Commerce maintains a data share agreement with the Department of Social and Health Services (DSHS) so homeless housing grantees can access the Benefits Verification System (BVS) to confirm HEN program eligibility. The BVS can also be used to confirm benefits and financial eligibility for homeless housing programs.

Lead grantees manage BVS User access for their staff and subgrantees. Upon approval by Commerce, lead grantees may also appoint another agency as the BVS lead for their county.

BVS leads are responsible for the following:

- ✓ Review User requests to confirm requesting agency is a subgrantee and staff have a business



need to access the BVS system.

- ✓ Confirm that each User request includes a signed DSHS Non-Disclosure form.
- ✓ Retain all signed DSHS Non-Disclosure forms.
- ✓ Maintain an Excel spreadsheet identifying current and past BVS Users. Spreadsheet must be in format designated by Commerce.
- ✓ Report to Commerce within one business day when User no longer require access to BVS.
- ✓ Provide access to DSHS Non-Disclosure forms and User spreadsheet for inspection within one business day of request by Commerce or DSHS.

BVS leads are also responsible for the following, annually:

- ✓ Require Users to re-sign DSHS Non-Disclosure form.
- ✓ Review BVS User spreadsheet for accuracy and notify Commerce of any changes.
- ✓ Notify Commerce via email upon completion of annual requirements.

2.2 Grant Management

2.2.1 Changes to Guidelines

Commerce may revise the guidelines at any time. All lead grantees will be sent revised copies. Lead grantees are responsible for sending revisions to subgrantees in a timely manner.

2.2.2 Commerce Monitoring

Commerce will monitor lead grantees' grant activities, including coordinated entry. Lead grantees will be given a minimum of 30 days' notice unless there are special circumstances that require immediate attention. The notice will specify the monitoring components.

2.2.3 Subgrantee Requirements

The Grant General Terms & Conditions Section 32 or 15 identifies subgrantee requirements. In addition, all subgrantee agreements must be time-limited and have defined roles and responsibilities for each party, detailed budgets and performance terms. Commerce reserves the right to directly contact subgrantees at any time for data quality, monitoring, fiscal and other issues.

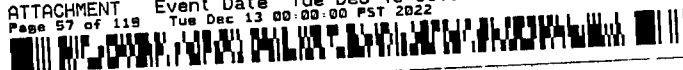
Lead grantees may enter into an agreement with any other local government, Council of Governments, Housing Authority, Community Action Agency, nonprofit community or neighborhood-based organization, federally recognized Indian tribe in the state of Washington, or regional or statewide nonprofit housing assistance organizations who operate programs to end homelessness within a defined service area.

Lead grantees must provide Commerce with copies of subgrant agreements (upon request) and notify Commerce if subgrants are terminated during the grant period.

Lead grantees must notify Commerce of any changes in selection of subgrantees funded with CHG, or changes in the interventions of those subgrantees.

2.2.3.1 Subgrantee Risk Assessment and Monitoring

Lead grantees are responsible for ensuring subgrantee compliance with all requirements identified in the CHG guidelines. The lead grantee must conduct a risk assessment and develop a monitoring plan for each subgrantee within six months of contracting CHG to the subgrantee. The risk assessment must inform the monitoring plan for each subgrantee. Monitoring plans must include monitoring dates, the type of monitoring (remote, on-site), and the program requirements being reviewed.



The lead grantee must maintain policies and procedures that guide the risk assessment, monitoring activities, and monitoring frequency.

Commerce reserves the right to require lead grantees to undertake special reviews when an audit or other emerging issue demands prompt intervention and/or investigation.

2.2.4 Eviction Prevention By and For Organization Subgrant Requirement

At least 10 percent of the Eviction Prevention total award must be subgranted to organizations that serve and are substantially governed by marginalized populations (By and For organizations⁴). Subgrant activities may include the full scope of homelessness prevention program activities.

Marginalized communities may include ethnic and racial minorities; immigrants and refugees; individuals who are lesbian, gay, bisexual, and transgender; individuals with disabilities or who are deaf; and Native Americans.

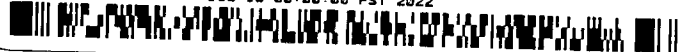
Lead grantees must make a reasonable effort to subgrant with By and For organizations. If a lead grantee is not able to execute a subagreement, they may ask Commerce for an exemption from this requirement by submitting the Eviction Prevention Sub Contracting Exemption Request Form in the application. An exemption request must include a plan to spend 10 percent of the grant in a manner that will improve racial equity for historically underserved communities.

2.3 Fiscal Administration

2.3.1 Budget Caps

- ✓ Private Landlord Set Aside - At least 40 percent of the CHG Standard and PSH CHF funds must be budgeted and spent on rent/lease payments to private landlords, which includes for-profit and non-profit entities, and housing authorities. Private landlord rent/lease payments must be billed to Rent/Fac Support Lease or PSH CHF Rent/Fac Support Lease. Government and tribal government rent/lease payments must be budgeted and billed to Other Rent/Fac Support Lease and Housing Costs or PSH CHF Other Rent/Fac Support Lease and Housing Costs.
- ✓ CHG Standard Administration - up to 15 percent of the CHG Standard and PSH CHF contracted budget may be allocated to administration.
- ✓ HEN Administration - up to 7 percent of the HEN contracted budget may be allocated to HEN administration.
- ✓ Eviction Prevention Administration – up to 15 percent for the lead grantee and each subgrantee may be allocated to administration.
- ✓ Budgeted amounts in these four funding categories cannot be changed by moving funds from one of these categories to another.

⁴By and For Organizations are operated by and for the community they serve. Their primary mission and history is serving a specific community and they are culturally based, directed, and substantially controlled by individuals from the population they serve. At the core of their programs, the organizations embody the community's central cultural values. These communities may include ethnic and racial minorities; Immigrants and refugees; Individuals who identify as LGBTQ+, Individuals with disabilities or who are deaf; and Native Americans.



2.3.2 Budget Categories

The following table maps the budget categories to the allowable expenses.

Fund Source	Budget Categories	Allowable Expenses (linked to relevant sections of the Guidelines)
CHG Standard	Admin	Administration
	Rent/Fac Support Lease	Rent Payments and Lease Payments to private landlords
	Other Rent/Fac Support Lease and Housing Costs	Rent Payments and Lease Payments to government and tribal government, Other Housing Costs, and Other Facility Costs
	Operations	Operations, including Flexible Funding
PSH CHF	PSH CHF Rent/Fac Support Lease	Rent Payments and Lease Payments to private landlords
	PSH CHF Other Rent/Fac Support Lease and Housing Costs	Rent Payments and Lease Payments to government and tribal government, Other Housing Costs, and Other Facility Costs
	PSH CHF Operations	Operations, including Flexible Funding
HEN	HEN Admin	Administration
	HEN Rent/Fac Support Lease and Other Housing Costs	Rent and Facility Support
	HEN Operations	Operations, including Flexible Funding
Eviction Prevention	Eviction Prevention Admin	Administration
	Eviction Prevention Rent	Rent Payments and Other Housing Costs
	Eviction Prevention Operations	Operations, including Flexible Funding

2.3.3 Reimbursements

Lead grantees must bill Commerce monthly for reimbursement of allowable costs. Invoices are due on the 20th of the month following the provision of services. Final invoices for a biennium may be due sooner than the 20th. If the lead grantee fails to submit an invoice within a three-month period, without a reasonable explanation, Commerce may take corrective action as outlined in the lead grantee contracted Scope of Work. Exceptions to billing procedures can be negotiated with Commerce on a case-by-case basis.

Invoices must be submitted online using the Commerce Contract Management System (CMS) through Secure Access Washington (SAW).

2.3.3.1 Back-up Documentation

All invoices must include the Voucher Detail Worksheet (if grantee has subgrantees) and the required HMIS reports. Invoices may not be paid until the report(s) are received and verified. Commerce may require a lead grantee to submit additional documentation. Lead grantees must retain original invoices submitted by their subgrantees.



2.3.4 Budget Revisions

Revisions must be submitted using the Budget Revision Tool and approved by Commerce. Budget Caps must be maintained with each revision.

A contract amendment is required when revisions (in one or cumulative transfers) reach more than 10 percent of the grant total.



3 Homelessness Assistance (funded with CHG Standard and PSH CHF)

3.1 Homelessness Assistance Allowable Interventions

All housing intervention definitions can be found in Section 1.4.

3.1.1 Temporary Housing Interventions

- ✓ Emergency Shelter (ES)
 - Drop-in Shelter
 - Continuous-stay Shelter
- ✓ Transitional Housing (TH)

3.1.2 Permanent Housing Interventions

- ✓ Rapid Re-Housing (RRH)
- ✓ Permanent Supportive Housing (PSH)

3.1.3 Services Only Interventions

- ✓ Street Outreach

3.2 Homelessness Assistance Household Eligibility

A household is one or more individuals seeking to obtain housing together. The entire household must be considered for eligibility determination and services. A household does not include friends or family that are providing temporary housing. Refer to Appendix E: Household Eligibility Requirements.

A household's primary nighttime residence, where they sleep the majority of the time, is used for determining eligibility.

A household's current nighttime residence, where they slept last night, is used for determining HMIS project entry.

Eligible households for homelessness assistance must meet both housing status and income requirements as detailed in the following sections.

3.2.1 CHG Standard

Housing Status		Income*
Homeless	AND	At or below 80% area median income

*Household income must not exceed 80 percent of area median income. Lead grantees may determine to target households with a lower area median income.

3.2.2 Permanent Supportive Housing for Chronically Homeless Families (PSH CHF)

Eligibility for PSH CHF:

- ✓ Head of household (HOH) must meet housing status detailed below and have a disability as defined in section 3.8, and



- ✓ Household must meet income status and have dependents. Dependent is defined as any household member who is not the head, co-head, or spouse, but is: under the age of 18 years; disabled (of any age); or a full-time student (of any age).

Housing Status		Income*
HOH Chronically Homeless	AND	At or below 80% area median income

*Household income must not exceed 80 percent of area median income. Lead grantees may determine to target households with a lower area median income. Homelessness Assistance Housing Status Eligibility

3.3 Homelessness Assistance Housing Status Eligibility

3.3.1 Homeless

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

3.3.1.1 Unsheltered Homeless:

- ✓ Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.
- ✓ Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

3.3.1.2 Sheltered Homeless:

- ✓ Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.
- ✓ Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.
- ✓ Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

3.3.2 Chronically Homeless⁵

1. A homeless individual with a disability⁶ who:

- ✓ Lives in a place not meant for human habitation or in an emergency shelter; and
- ✓ Has been homeless (as described above) continuously for at least 12 months or on at least 4 separate occasions in the last 3 years where the combined occasions must total at least 12 months.

⁵ Section 3.3.2 summarizes HUD's definition of chronically homeless. Refer to 24 CFR part 578 for the full definition.

⁶ Refer to Section 3.8 of the guidelines to read more on disability.



- Occasions separated by a break of at least seven nights.
 - Stays in institution of fewer than 90 days do not constitute a break.
2. An individual who has been residing in an institutional care facility for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
 3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

3.4 Homelessness Assistance Documentation of Housing Status

Lead/subgrantees must verify and document eligible housing status prior to program entry. Refer to the *CHG Verification of Household Eligibility and Income Recertification Form* for allowable documentation.

The *CHG Verification of Household Eligibility and Income Recertification Form* and housing status documentation must be kept in the client file. Documentation must be dated within 30 days of program entry.

3.4.1 Housing Status Eligibility Exemption

Households entering emergency shelter are exempt from housing status requirements.

3.5 Homelessness Assistance Income Eligibility

The combined household income must not exceed 80 percent of area median gross income as defined by HUD. Lead grantees can determine to target households with a lower area median income.

Income limits are based on Area Median Income (AMI) which can be located for each county at: www.huduser.gov (Data Sets, Income Limits).

Income is money that is paid to, or on behalf of, any household member. Income includes the current gross income (annualized) of all adult (18 years and older) household members and unearned income attributable to a minor. Income eligibility determinations are based on the household's income at program entry. Income inclusions and exclusions are listed in the Electronic Code of Federal Regulations, www.ecfr.gov, Title 24 – Housing and Urban Development: Subtitle A 0-99: Part 5: Subpart F: Section 5.609 Annual Income.

Gross Income is the amount of income earned before any deductions (such as taxes and health insurance premiums) are made.

Current Income is the income that the household is currently receiving. Income recently terminated should not be included.

3.5.1 Income Eligibility Exemptions

Income eligibility verification is never required for Drop-in Shelter or for households receiving only flexible funding.

The following are exempt from income eligibility requirements for the first 90 days of program participation:

- ✓ Households entering Transitional Housing



- ✓ Households entering a **Error! Reference source not found.** program
- ✓ Households entering a Continuous-stay Shelter

Households residing in Domestic Violence Shelters past 90 days may be exempt from income requirements on a case by case basis, as determined by the lead/subgrantee, if needed in order to ensure safety of the household.

3.6 Homelessness Assistance Documentation of Income Eligibility

Lead/subgrantees must verify and document income eligibility prior to program entry.

CHG Verification of Household Eligibility and Income Recertification Form, all allowable income documentation, and the *CHG Income Eligibility Worksheet* (or equivalent) must be kept in the client file. Documentation must be dated within 30 days.

Adult household members that have no income are required to complete a *CHG Self-Declaration Form*.

3.6.1 Annualizing Wages and Periodic Payments

Use the *CHG Income Eligibility Worksheet* (or equivalent) to calculate income based on hourly, weekly, or monthly payment information. Add the gross amount earned in each payment period that is documented and divide by the number of payment periods. This provides an average wage per payment period. Depending the schedule of payments, use the following calculations convert the average wage into annual income:

- ✓ Hourly wage multiplied by hours worked per week multiplied by 52 weeks.
- ✓ Weekly wage multiplied by 52 weeks.
- ✓ Bi-weekly (every other week) wage multiplied by 26 bi-weekly periods.
- ✓ Semi-monthly wage (twice a month) multiplied by 24 semi-monthly periods.
- ✓ Monthly wage multiplied by 12 months.

The *CHG Income Eligibility Worksheet* is not required for households that have no income.

3.7 Homelessness Assistance Eligibility Recertification

Lead/subgrantees must document recertification of household income eligibility at least every three months using the *CHG Verification of Household Eligibility and Income Recertification Form*.

Income recertification is not required for CHG Standard PSH or PSH CHF.

3.7.1 Income Ineligible at Recertification

If households are determined income ineligible, they may remain in the program for an additional three months. Case management may continue for an additional six months after the determination of income ineligibility to support the household transition to self-sufficiency.

3.8 Additional Eligibility Requirements for Permanent Supportive Housing

To be eligible for CHG Standard PSH, a household must be homeless (as defined in section 3.3.1) AND include at least one household member who has a disability.

To be eligible for PSH CHF, the head of household must meet homelessness and disability criteria identified in the definition of chronically homeless in Section 3.3.2.



Disabilities are expected to be long-continuing or indefinite in duration and sustainability impedes the household member's ability to live independently.

Disability includes: a physical, developmental, mental, or emotional impairment, including impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury. A person will also be considered to have a disability if he or she has Acquired Immune Deficiency Syndrome (AIDS) or any conditions arising from the etiologic agent for 86 Acquired Immune Deficiency Syndrome, including infection with the Human Immunodeficiency Virus (HIV).

3.8.1 Documentation of a Disability

Lead/subgrantees must verify and document the disability prior to program entry. Acceptable documentation of the disability must include one the following:

- ✓ Written verification of the disability from a professional licensed by the state to diagnose and treat the disability and his or her certification that the disability is expected to be long continuing or of indefinite duration and substantially impedes the individual's ability to live independently.
- ✓ Written verification from the Social Security Administration.
- ✓ Disability check receipt (Social Security Disability Insurance check or Veteran Disability Compensation).
- ✓ Other documentation approved by Commerce.

CHG Verification of Household Eligibility and Income Recertification Form and all allowable disability documentation must be kept in the client file. If unable to document disability at program entry with the above methods, program staff must record observation of disability. Required documentation (above) must be obtained within 45 days of program enrollment.

3.8.2 Maintaining Homeless Status for Permanent Housing

While receiving Rapid Re-Housing assistance, households maintain their homeless status for purposes of eligibility for other permanent housing placements.



4 Homelessness Prevention (funded with CHG Standard and Eviction Prevention)

4.1 Homelessness Prevention Allowable Housing Intervention

All housing intervention definitions can be found in Section 1.4.

4.1.1 Permanent Housing Interventions

- ✓ Homelessness Prevention (HP)

4.2 Homelessness Prevention Household Eligibility

A household is one or more individuals seeking to obtain or maintain housing together. The entire household must be considered for eligibility determination and services. A household does not include friends or family that are providing temporary housing. Refer to Appendix E: Household Eligibility Requirements.

A household's primary nighttime residence, where they sleep the majority of the time, is used for determining eligibility.

A household's current nighttime residence, where they slept last night, is used for determining HMIS project entry.

Eligible households for homelessness prevention must meet both housing status and income requirements as detailed in the following sections.

Housing Status		Income*
At Risk of Homelessness	AND	At or below 80% area median income

*Household income must not exceed 80 percent of area median income. Lead grantees may determine to target households with a lower area median income.

4.3 Homelessness Prevention Housing Status Eligibility

4.3.1 At Risk of Homelessness

Households are at risk of homelessness if they meet one of the following conditions:

- ✓ Have a missed rent payment and currently owe all or part of a rent payment (current month or past months); OR
- ✓ Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; OR
- ✓ Is living in the home of another because of economic hardship; OR
- ✓ Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; OR
- ✓ Lives in a hotel/motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; OR



- ✓ Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; OR
- ✓ Is exiting a publicly funded institution or system of care.

4.4 Homelessness Prevention Documentation of Housing Status

Lead/subgrantees must verify and document eligible housing status prior to program entry. Refer to the *CHG Verification of Household Eligibility and Income Recertification Form* for allowable documentation.

The *CHG Verification of Household Eligibility and Income Recertification Form* and housing status documentation must be kept in the client file. Documentation must be dated within 30 days of program entry.

4.4.1 Targeted Prevention

Homelessness prevention programs must prioritize households most likely to become homeless, and must use either the *CHG Targeted Prevention Eligibility Screening Form* or other tool approved by Commerce. This form must be kept in the client file.

If modifying the *CHG Targeted Prevention Eligibility Screening Form* or using another tool, the risk factors must be evidence informed. Submit the screening tool to your Commerce grant manager for approval.

4.5 Homelessness Prevention Income Eligibility

The combined household income must not exceed 80 percent of area median gross income as defined by HUD. Lead grantees can determine to target households with a lower area median income.

Income limits are based on Area Median Income (AMI) which can be located for each county at: www.huduser.gov (Data Sets, Income Limits).

Income is money that is paid to, or on behalf of, any household member. Income includes the current gross income (annualized) of all adult (18 years and older) household members and unearned income attributable to a minor. Income eligibility determinations are based on the household's income at program entry. Income inclusions and exclusions are listed in the Electronic Code of Federal Regulations, www.ecfr.gov, Title 24 – Housing and Urban Development: Subtitle A 0-99: Part 5: Subpart F: Section 5.609 Annual Income.

Gross Income is the amount of income earned before any deductions (such as taxes and health insurance premiums) are made.

Current Income is the income that the household is currently receiving. Income recently terminated should not be included.

4.5.1 Income Eligibility Exemptions

Income eligibility verification is never required for households receiving only flexible funding.



4.6 Homelessness Prevention Documentation of Income Eligibility

Lead/subgrantees must verify and document income eligibility prior to program entry.

CHG Verification of Household Eligibility and Income Recertification Form, all allowable income documentation, and the *CHG Income Eligibility Worksheet* (or equivalent) must be kept in the client file. Documentation must be dated within 30 days.

Adult household members that have no income are required to complete a *CHG Self-Declaration Form*.

4.6.1 Annualizing Wages and Periodic Payments

Use the *CHG Income Eligibility Worksheet* (or equivalent) to calculate income based on hourly, weekly, or monthly payment information. Add the gross amount earned in each payment period that is documented and divide by the number of payment periods. This provides an average wage per payment period. Depending the schedule of payments, use the following calculations convert the average wage into annual income:

- ✓ Hourly wage multiplied by hours worked per week multiplied by 52 weeks.
- ✓ Weekly wage multiplied by 52 weeks.
- ✓ Bi-weekly (every other week) wage multiplied by 26 bi-weekly periods.
- ✓ Semi-monthly wage (twice a month) multiplied by 24 semi-monthly periods.
- ✓ Monthly wage multiplied by 12 months.

The *CHG Income Eligibility Worksheet* is not required for households that have no income.

4.7 Homelessness Prevention Eligibility Recertification

Lead/subgrantees must document recertification of household income eligibility at least every three months using the *CHG Verification of Household Eligibility and Income Recertification Form*.

4.7.1 Income Ineligible at Recertification

If households are determined income ineligible, they may remain in the program for an additional three months. Case management may continue for an additional six months after the determination of income ineligibility to support the household transition to self-sufficiency.

4.8 Landlords Applying for Homelessness Prevention Assistance on Behalf of Tenant

Lead/subgrantees must allow landlords to initiate a request for assistance on behalf of their tenants by completing the *Certification of Payment Obligation Form*. Eligibility is based on tenant eligibility. At minimum, a reasonable attempt to contact the tenant must be made by the lead/subgrantee using the information provided from the landlord. The lead/subgrantee must create a process for what is reasonable based on the agency and staffing capacity.

If a tenant is unresponsive, ineligible, or eligibility cannot be determined, assistance must be denied.



5 Housing and Essential Needs (funded with HEN)

5.1 Allowable Interventions

All housing intervention definitions can be found in Section 1.4.

5.1.1 Temporary Housing Interventions

- ✓ Transitional Housing (TH)

5.1.2 Permanent Housing Interventions

- ✓ Homelessness Prevention (HP)
- ✓ Rapid Re-Housing (RRH)
- ✓ Permanent Supportive Housing (PSH)

5.1.3 Services Only Interventions

- ✓ Street Outreach

5.2 HEN Household Eligibility

A household is one or more individuals seeking to obtain or maintain housing together. The entire household must be considered for eligibility determination and services. A household does not include friends or family that are providing temporary housing. Refer to Appendix E: Household Eligibility Requirements.

A household's primary nighttime residence, where they sleep the majority of the time, is used for determining eligibility.

A household's current nighttime residence, where they slept last night, is used for determining HMIS project entry.

Eligible HEN households must meet both housing status and income requirements as detailed in the following sections.

Housing Status		Income
Homeless	AND	HEN Referral ⁷
OR		
At Risk of Homelessness		

5.3 HEN Housing Status Eligibility

5.3.1 Homeless

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

⁷ HEN Referral includes households who have a HEN Referral and households enrolled in General Assistance (ABD recipient) and General Assistance Pregnancy (Pregnant Women Assistance recipient) from the Washington State Department of Social and Health Services (DSHS) as documented in the Benefits Verification System (BVS).



5.3.1.1 Unsheltered Homeless:

- ✓ Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.
- ✓ Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

5.3.1.2 Sheltered Homeless:

- ✓ Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.
- ✓ Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.
- ✓ Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

5.3.2 At Risk of Homelessness

Households are at risk of homelessness if they meet one of the following conditions:

- ✓ Have a missed rent payment and currently owe all or part of a rent payment (current month or past months); OR
- ✓ Has moved because of economic reasons 2 or more times during the 60 days immediately preceding the application for assistance; OR
- ✓ Is living in the home of another because of economic hardship; OR
- ✓ Has been notified that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance; OR
- ✓ Lives in a hotel/motel and the cost is not paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals; OR
- ✓ Lives in an SRO or efficiency apartment unit in which there reside more than 2 persons or lives in a larger housing unit in which there reside more than one and a half persons per room; OR
- ✓ Is exiting a publicly funded institution or system of care.

5.4 HEN Documentation of Housing Status

Lead/subgrantees must verify and document eligible housing status prior to program entry. Refer to Error! Reference source not found. for allowable documentation.

The *CHG Verification of Household Eligibility and Income Recertification Form* and housing status documentation must be kept in the client file. Documentation must be dated within 30 days of program entry.

5.4.1 Targeted Prevention

Homelessness prevention programs must prioritize households most likely to become homeless, and must use either the *CHG Targeted Prevention Eligibility Screening Form* or other tool approved by Commerce. This form must be kept in the client file.



If modifying the CHG Targeted Prevention Eligibility Screening Form or using another tool, the risk factors must be evidence informed. Submit the screening tool to your Commerce grant manager for approval.

5.5 HEN Referral

5.5.1 Documentation of HEN Referral⁸

In place of income verification, lead/subgrantees must verify and document the household's HEN Referral from the Washington State Department of Social and Health Services (DSHS) as documented in the Benefits Verification System (BVS) prior to program entry.

The *CHG Verification of Household Eligibility and Income Recertification Form* and HEN Referral documentation must be kept in the client file.

For Pregnant Women Assistance (PWA) recipients with a HEN Referral, BVS will only display active PWA households. If a household is no longer on the program (e.g. birth of baby), BVS will no longer display an active status. Contact your Commerce CHG grant manager to help determine PWA status. The referral to HEN remains valid for 24 consecutive months.

5.6 HEN Eligibility Recertification

Lead/subgrantees must document recertification of the household's HEN Referral from DSHS as documented in the BVS at least every three months. Both the HEN Referral and updated *CHG Verification of Household Eligibility and Income Recertification Form* must be kept in the client file.

Recertification is not required for HEN households who are a PWA recipient up to 24 months.

5.6.1 HEN Ineligible at Recertification

If households do not have a HEN Referral at recertification and are determined ineligible for HEN, HEN funding cannot be used to support that household any further. Consider using other CHG funding such as CHG Standard or Eviction Prevention to support the household transition to self-sufficiency. If other CHG funding is used for an ineligible household they may remain in the program for an additional three months and case management may continue for an additional six months.

⁸ HEN Referral includes households who have a HEN Referral and households enrolled in General Assistance (ABD recipient) and General Assistance Pregnancy (Pregnant Women Assistance recipient) from DSHS as documented in BVS.



6 Allowable Expenses

6.1 Rent

6.1.1 Rent Payments

- ✓ Monthly rent and any combination of first and last months' rent. Rent may only be paid one month at a time, although rental arrears, pro-rated rent, and last month's rent may be included with the first month's payment. Monthly rent is not time-limited.
- ✓ Rental arrears and associated late fees. Rental arrears may be paid if the payment enables the household to obtain or maintain permanent housing. Arrears is not time-limited.
 - Rental arrears is any missed rent payment currently owed (full or partial), including the current month or past months.
 - Rental arrears for HEN households can be paid for a time period when the household was not HEN enrolled.
- ✓ Lot rent for RV or manufactured home.
- ✓ Costs of parking spaces when connected to a unit.
- ✓ Incentives paid to landlords, including reimbursement for damages.
- ✓ Security deposits for households moving into new units.
- ✓ Hotel/Motel expenses for households if no suitable shelter bed is available during housing search or when a hotel/motel unit is used as permanent housing.
- ✓ Utilities which are included in rent.
- ✓ Landlord administrative fees required with rent.

6.1.2 Other Housing Costs

- ✓ Utility payments for households also receiving rental assistance.
- ✓ Utility arrears (see utility-only assistance below) for up to three months. Utility arrears may be paid if the payment enables the household to obtain or maintain permanent housing. If funds are used to pay utility arrears, arrears must be included in determining the total period of the household's financial assistance.
- ✓ Utility-only assistance (including arrears) can be provided when no other utility assistance, such as LIHEAP, is available to prevent a shut-off, and documented using the *Utility-Only Assistance Form*.
- ✓ Utility deposits for a household moving into a new unit.
- ✓ Application fees, background, credit check fees, and costs of urinalyses for drug testing of household members if necessary/required for rental housing.
- ✓ Other costs as approved by Commerce.

6.1.3 Special Circumstances

- ✓ Master-lease: Security deposit and monthly rent is allowable when an organization master-leases a unit, and then sub-leases the property to eligible households in the context of a Rapid Re-Housing or Permanent Supportive Housing program.
- ✓ Temporary absence: If a household must be temporarily away from the unit, but is expected to return (such as temporary incarceration, hospitalization, or residential treatment), lead/subgrantees may pay for the household's rent for up to 60 days and charge the grant for eligible costs. While a household is temporarily absent, he or she may continue to receive case



management. Any temporary absence must be documented in the client file.

- ✓ Subsidized housing: rent/utility assistance may be used for move-in costs (security deposits, first and last month's rent) for subsidized housing (where household's rent is adjusted based on income), including project- or tenant-based housing.⁹ Rental arrears or utility arrears assistance may be used for subsidized housing.

6.1.4 Ineligible Expenses

- ☒ Ongoing rent/utilities for subsidized housing
- ☒ Rent and rent/utility assistance in combination with facility support
- ☒ Cable deposits or services
- ☒ Mortgage assistance and utility assistance for homeowners

6.2 Facility Support

6.2.1 Lease Payments

- ✓ Lease or rent payment on a building used to provide temporary housing or permanent supportive housing
- ✓ Hotel/Motel expenses to provide temporary housing
- ✓ Move-in costs (security deposits, first and last month's rent) for permanent housing

6.2.2 Other Facility Costs

- ✓ Utilities (gas /propane, phone, electric, internet, water and sewer, garbage removal)
- ✓ Maintenance (janitorial/cleaning supplies, pest control, fire safety, materials and contract or staff maintenance salaries and benefits associated with providing the maintenance, mileage for maintenance staff)
- ✓ Security and janitorial (salaries and benefits associated with providing security, janitorial services)
- ✓ Essential facility equipment and supplies (e.g. common-use toiletries, food served in shelters, bedding, mats, cots, towels, microwave, etc.)
- ✓ Expendable transportation costs directly related to the transportation of eligible households (bus tokens and fuel for a shelter van)
- ✓ On-site and off-site management costs related to the building
- ✓ Facility specific insurance (mortgage insurance is not allowable) and accounting
- ✓ Costs for securing permanent housing including: application fees, background check fees, credit check fees, utility deposits, and costs of urinalyses for drug testing of household members if necessary/required for housing
- ✓ Other expenses as approved by Commerce

6.2.3 Special Circumstances

- ✓ Master-lease: Facility costs are allowable when an organization master-leases a building and then sub-leases the property to eligible households in the context of a Transitional Housing or Permanent Housing program.

6.2.4 Ineligible Expenses

- ☒ Replacement or operating reserves
- ☒ Debt service

⁹ In this context tax credit units are not considered subsidized housing.



- ☒ Construction or rehabilitation of shelter facilities
- ☒ Facility support in combination with rent and rent/utility assistance
- ☒ Mortgage payment for the facility

6.2.5 HEN Facility Support

Lease payments and other facility costs are allowable with HEN funding for transitional housing (section 1.4.1.2) and permanent housing (section 1.4.2). Emergency shelter is not allowable.

HEN facility support must be proportionally billed according to an estimate of the number of HEN households expected to occupy the facility.

6.2.6 Maintenance Activities vs. Building Rehabilitation

Building maintenance is an allowable facility support expenses.

Maintenance activities include cleaning activities; protective or preventative measures to keep a building, its systems, and its grounds in working order; and replacement of existing appliances or objects that are not fixtures or part of the building. Maintenance activities should fix, but not make improvements that would add value to the building.

Maintenance activities do not include the repair or replacement of fixtures or parts of the building. A fixture is an object that is physically attached to the building and cannot be removed without damage to the building. Fixtures also include, but are not limited to, kitchen cabinets, built in shelves, toilets, light fixtures, staircases, crown molding, sinks and bathtubs. Maintenance activities do not include the installment or replacement of systems designed for occupant comfort and safety such as HVAC, electrical or mechanical systems, sanitation, fire suppression, and plumbing.

Building rehabilitation and capital improvements are not allowable facility support expenses.

These typically include those items that are done building-wide or affect a large portion of the property such as roof replacement, exterior/interior common area painting, major repairs of building components, etc. See Appendix F: Examples of Maintenance Activities.

6.3 Operations

Operations expenses are directly attributable to a particular program or to the homeless crisis response system.

- ✓ Salaries and benefits for staff costs directly attributable to the program or to the homeless system, including but not limited to program staff, information technology (IT) staff, human resources (HR) staff, bookkeeping staff, and accounting staff.
- ✓ Office space, utilities, supplies, phone, internet, and training related to grant management and/or service delivery/conferences/travel and per diem.
- ✓ Equipment up to \$5,000 per grant period unless approved in advance by Commerce.

6.3.1 Homeless Crisis Response System Expenses

- ✓ Point-in-Time counts
- ✓ Annual report/housing inventory
- ✓ Local homeless plans
- ✓ Coordinated entry planning, implementation and operations



- ✓ State data warehouse and Homeless Management Information System
- ✓ Interested landlord list and landlord outreach activities
- ✓ Participation in local Continuum of Care

6.3.2 Program Expenses

- ✓ Intake and assessment, including time spent assessing a household, whether or not the household is determined eligible
- ✓ Housing Stability Services. This includes developing an individualized housing and service plan, monitoring and evaluating household progress, identifying creative and immediate housing solutions outside of the traditional homeless service system (diversion), SSI/SSDI Outreach, Access, and Recovery (SOAR), and assuring that households' rights are protected.
- ✓ Housing Search and Placement Services. This includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing, tenant counseling, assisting households to understand leases, inspections, securing utilities, making moving arrangements, and representative payee services concerning rent and utilities.
- ✓ Mediation and outreach to property owners/landlords related to locating or retaining housing (landlord incentives)
- ✓ Outreach services
- ✓ Optional support services for individuals in permanent supportive housing, including case management and connections to resources
- ✓ Data collection and entry
- ✓ General liability insurance and automobile insurance
- ✓ Other costs as approved in advance by Commerce

6.3.3 Flexible Funding

Flexible Funding is the provision of goods or payments of expenses not included in other allowable expense categories, which directly help a household to obtain or maintain permanent housing or meet essential household needs.

Essential household needs means personal health and hygiene items, cleaning supplies, transportation passes and other personal need items. Essential household need items are available to all eligible households. Verification of housing status is not required for households with a HEN Referral. Essential needs distribution does not need to be documented in housing stability plans.

All eligible households are eligible for Flexible Funding. Households receiving only Flexible Funding and not ongoing assistance are exempt from income eligibility requirements. Verification of housing status is required. Flexible Funding payments must be paid directly to a third party on behalf of the household and noted in a household's housing stability plan.

6.3.3.1 Ineligible Expenses

- ☒ Retailer or merchant gift cards, vouchers, or certificates that can be exchanged for cash or that allow the recipient to purchase alcohol or tobacco products.

6.4 Administration

CHG Standard Administration - up to 15 percent of the CHG Standard and PSH CHF contracted budget may be allocated to administration.



HEN Administration - up to 7 percent of the HEN contracted budget may be allocated to HEN administration.

Eviction Prevention Administration - up to 15 percent for the lead grantee and each subgrantee.

Allowable administrative costs benefit the organization as a whole and cannot be attributed specifically to a particular program or to the homeless crisis response system. Administrative costs may include the same types of expenses that are listed in program operations (such as IT staff and office supplies), in the case that these costs are benefiting the agency as a whole and are not attributed to a particular program or the homeless system. Administrative costs may include, but are not limited to, the following:

- ✓ Executive director salary and benefits
- ✓ General organization insurance
- ✓ Organization wide audits
- ✓ Board expenses
- ✓ Organization-wide membership fees and dues
- ✓ Washington State Quality Award (WSQA) expenses
- ✓ General agency facilities costs (including those associated with executive positions) such as rent, depreciation expenses, and operations and maintenance

All amounts billed to administration must be supported by actual costs. If actual costs in the contract period meet the budget cap, that amount may be charged in equal monthly amounts.

- ✓ Billed directly such as IT services that are billed by the hour.
- ✓ Shared costs that are allocated directly by means of a cost allocation plan.
- ✓ Costs related to executive personnel such that a direct relationship between the cost and the benefit cannot be established must be charged indirectly by use of an indirect cost rate which has been appropriately negotiated with an approved cognizant agency or by use of the 10 percent de minimus rate.

7 Requirements of all Lead Grantees and Subgrantees Providing Direct Service

7.1 Service Delivery

Commerce promotes evidence-based service delivery models that efficiently move people experiencing homelessness into permanent destinations.

7.1.1 Access to Homeless Housing Assistance

Coordinated entry intake must not require identification, social security cards, birth certificates, or other documentation not required by funders. Households experiencing homelessness should be provided temporary housing if available while documentation is being obtained. Flexible Funding can be used to assist homeless households in obtaining required documentation to access housing.

Programs should limit eligibility criteria to those required by funders and/or facility structure (for example, funding for veterans or unit size suitable for families with children).

7.1.2 Voluntary Services

Programs must not terminate or deny services to households based on refusal to participate in supportive services. Supportive services are helping or educational resources that include support groups, mental health services, alcohol and substance abuse services, life skills or independent living skills services, vocational services and social activities.

Supportive services do not include housing stability planning or case management.

PSH CFH eligible households must be offered a referral to Foundational Community Supports (FCS). A FCS provider directory can be found [here](#). Households are not required to participate in FCS services.

7.1.3 Progressive Engagement

Lead/subgrantees must employ a progressive engagement (PE) service model. Progressive Engagement includes the following components:

- ✓ Whenever possible, households experiencing a housing crisis should be diverted from entering homeless housing programs through problem-solving conversations, linkages to mainstream and natural supports, and/or flexible, and light-touch financial assistance.
- ✓ Initial assessment and services address the immediate housing crisis with the minimal services needed.
- ✓ Frequent re-assessment determines the need for additional services.
- ✓ Services are individualized and responsive to the needs of each household.
- ✓ Households exit to permanent housing as soon as possible.
- ✓ Having already received assistance does not negatively impact a household's eligibility if they face homelessness again.

Income eligibility recertification (every 3 months) can be included in case management and an assessment that determines the need for additional services, but shouldn't be considered the only approach to a PE service model.

7.1.4 Assessment and Housing Stability Planning

A problem-solving diversion conversation should occur prior to a full, standardized assessment. Lead/subgrantees must assess each household's housing needs and facilitate planning with the goal of obtaining or maintaining housing stability. Housing stability planning must be housing-focused and



client-driven.

Assessments and housing stability planning must be documented.

Assessments and housing stability planning are not required for Drop-in Shelters.

7.2 HMIS

Lead/subgrantees providing direct service must enter client data into the Homeless Management Information System (HMIS) for all temporary and permanent housing interventions regardless of funding source in accordance with the most current HMIS Data Standards.

Additionally, if the lead grantee is a county/city government, all Emergency Shelter, Transitional Housing, Safe Haven, Homelessness Prevention or any Permanent Housing¹⁰ type programs funded with local document recording fees must enter client data in HMIS.

7.2.1 Data Quality

Projects are required to provide quality data to the best of their ability. Maintaining good data quality is important for effective program evaluation. Data quality has four elements: completeness, timeliness, accuracy, and consistency.

7.2.1.1 Completeness

Completeness of data is measured by the percentage of incomplete fields in required data elements.

Agencies are expected to collect first name, last name, date of birth, race, and ethnicity from clients that give consent on the HMIS consent form. Agencies will never require a client to provide this information even if they have consented, but should gather it to the best of their ability.

All clients, consenting and non-consenting, must have complete prior living situation and exit destination data.

Examples of incomplete entries:

Incomplete Entries	
Data Element	Incomplete if...
Name*	[Quality of Name] field contains Partial, Street name, or Code name, Client doesn't know, Client refused or Data not collected; or [First Name] or [Last Name] is missing.
Date of Birth*	[Quality of DOB] field contains Approximate, Partial DOB reported, Client doesn't know, Client refused or Data not collected; or [Date of Birth] is missing.
Race*	[Race] field contains Client doesn't know, Client refused, Data not collected, or is missing.
Ethnicity*	[Ethnicity] field contains Client doesn't know, Client refused, Data not collected, or is missing.
Prior Living Situation	[Prior Living Situation] is client doesn't know, client refused, data not collected, or is missing.
Destination	[Destination] is Client doesn't know, Client refused, No exit interview completed, Data not collected, or is missing.

*Only measured for consenting clients.

Expected completeness measures for project types:

Expected Completeness Measures				
Data Element	Emergency	Night-by-	All other Housing	Street

¹⁰ PH – Permanent Supportive Housing, PH – Housing Only, PH – Housing with Services, PH – Rapid Re-Housing



	Shelter	Night/Drop-in Emergency Shelter	Project Types	Outreach
Name*	85%	80%	95%	90%
Date of Birth*	85%	80%	95%	90%
Race*	85%	80%	95%	90%
Ethnicity*	85%	80%	95%	90%
Prior Living Situation	85%	80%	100%	85%
Destination	80%	50%	95%	50%

*Only measured for consenting clients.

7.2.1.2 Timeliness

Client data should be entered into HMIS as close to the date of collection as possible. Entering data as soon as possible supports data quality by avoiding backlogs of pending data and allowing near real time analysis and reporting.

Projects must enter/update project client/household data in HMIS within 14 calendar days following the date of project enrollment/exit.

Counties not using the State HMIS (data integration counties), must work with the HMIS Manager to provide full CSV exports every six months. When Commerce is able to accept monthly imports, Counties must upload data to the State's HMIS using XML or CSV schema compliant with current HUD HMIS Data Standards. Uploads must occur no later than the 30th calendar day following the end of each month. Counties not able to export and upload data to the State HMIS using an approved format must use the State HMIS for direct data entry.

7.2.1.3 Accuracy

Data entered into HMIS must reflect the real situation of the client/household as closely as possible.

Accurate data is necessary to ensure any project reporting fairly represents the work of the project and each client's story.

Examples of data accuracy:

Elements of Data Accuracy	
Date of Birth and Project Start Date	Ensure the two are not the same dates.
Prior Living Situation data elements	Ensure responses for Prior living situation, Length of stay in prior living situation, Approximate date homelessness started, Number of times the client has experienced homelessness in the last 3 years, and Number of months experiencing homelessness in the last 3 years do not conflict with each other.
Disabling Condition	Ensure the Yes/No answer does not conflict with the specific types of disabling conditions.
Health Insurance	Ensure the Yes/No answer does not conflict with the specific types of health insurance.
Monthly Income	Ensure the Yes/No answer does not conflict with the specific sources of monthly income.
Non-Cash Benefits	Ensure the Yes/No answer does not conflict with the specific sources of non-cash benefits.
Relationship to Head of Household	Ensure there is only one Head of Household for any given household (including clients served individually) and that this element is entered and accurate for all household members.



Veteran Status	Ensure individuals under 18 years of age are not identified as veterans.
Project Population Specifics	<p>Ensure that projects only serving individuals only enroll individuals and not multi-person households.</p> <p>Ensure that projects only serving families with children only enroll families with children.</p> <p>Ensure that projects only serving clients of a specific age range only enroll clients of that age range.</p>

7.2.1.4 Consistency

Consistent data helps ensure that any reporting generated by a project is understood. Data consistency is important for effectively communicating the processes and outcomes of a project.

All data will be collected, entered, and stored in accordance with the Agency Partner Agreement.

All data elements and responses will be entered per the HUD data Standards Manual. To avoid inconsistency, agencies should use language on intake forms that closely matches the elements and responses in HMIS.

Clients who refuse consent must be made anonymous per Department of Commerce Guidance and the consent refused client entry guide.

7.2.2 Consent for Entry of Personally Identifying Information

7.2.2.1 Identified Records

- ✓ Personally identifying information (PII)¹¹ must not be entered into HMIS unless all adult household members have provided informed consent.
- ✓ Informed consent must be documented with a signed copy of the *Client Release of Information and Informed Consent Form* in the client file. If electronic consent has been received, a copy does not need to be printed for the client file but must be available in HMIS. If telephonic consent has been received, complete the consent form the first time the household is seen in person. See Appendix G: Agency Partner HMIS Agreement.

7.2.2.2 Anonymous Records

The following types of records must be entered anonymously:

- ✓ Households in which one adult member does not provide informed consent for themselves or their dependents
- ✓ Households entering a domestic violence program or currently fleeing or in danger from a domestic violence, dating violence, sexual assault, human trafficking or a stalking situation
- ✓ Minors under the age of 13 with no parent or guardian available to consent to the minor's information in HMIS
- ✓ Households in programs which are required by funders to report HIV/AIDS status

7.2.2.3 Special Circumstances

If the reporting of the HIV/AIDS status of clients is not specifically required, the HIV/AIDS status must not be entered in HMIS.

If a combination of race, ethnicity, gender, or other demographic data could be identifying in your

¹¹ PII includes name, social security number, birthdate, address, phone number, email, and photo.



community, those data should not be entered for anonymous records.

7.3 Habitability

7.3.1 For Rent Assistance

Documented habitability is required for all housing units into which households will be moving, except when a household moves in with friends or family or into a hotel/motel unit. Housing units must be documented as habitable prior to paying the rent subsidy. Documentation must be kept in the client file.

Habitability can be documented by the Landlord Habitability Standards Certification Form or inspection. Both methods are valid for the length of time the household is a tenant in the housing unit. If the housing unit is provided to a different household within 12 months of documented habitability, an additional certification/inspection is not required.

7.3.1.1 Allowable Methods for Unit Habitability Determination

The *CHG Landlord Habitability Standards Certification Form* references the state Landlord Tenant Act (RCW 59.18.060) and requires the landlord (as defined in RCW 59.18.030) to certify that the unit meets the safety and habitability standards detailed in the law. The landlord's failure to comply with the law may result in termination of the rent subsidy.

OR

Inspections: in lieu of (or in addition to) the above landlord certification, lead/subgrantees may choose to inspect all housing units. Lead/subgrantees may use the *Commerce Housing Habitability Standards (HHS) Form* or the *HUD Housing Quality Standards (HQS) Inspection Form*.

Documentation of habitability certification or inspection must be kept in the client file.

7.3.1.2 Habitability Complaint Procedure

Each household must be informed in writing of the habitability complaint process and assured that complaints regarding their housing unit's safety and habitability will not affect the household's eligibility for assistance.

Lead/subgrantee must have a written procedure describing the response to complaints regarding unit safety and habitability. The procedure must include:

- ✓ Mandatory inspection when a complaint is reported using the HHS Form, HQS Inspection Form, or documenting the specific complaint in an alternate format that includes follow-up and resolution.

7.3.2 For Facilities

All facilities must conduct and document an inspection at least once a year using the HHS Form or HQS Inspection Form.

7.4 Lead Based Paint Assessment

To prevent lead poisoning in young children, lead/subgrantees must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, M, and R.



A visual assessment must be conducted on an annual basis thereafter (as long as assistance is provided.) Visual assessments must be conducted by a HUD-Certified Visual Assessor and must be documented on the HQS Inspection Form or HHS Form and maintained in the client file.

For a guide to compliance see Appendix H: Lead-Based Paint Visual Assessment Requirements.

7.4.1 For Rent Assistance

A lead-based paint visual assessment must be completed prior to providing rapid re-housing or homelessness prevention rent assistance if a child under the age of six or pregnant woman resides in a unit constructed prior to 1978.

7.4.2 For Facilities

All facilities that may serve a child under the age of six or a pregnant woman constructed prior to 1978 must conduct an annual lead-based paint visual assessment which is documented on the HQS Inspection Form or HHS Form, and readily accessible for review.

7.4.3 Exceptions to the Lead-Based Paint Visual Assessment Requirement

Visual assessments are not required under the following circumstances:

- ✓ Zero-bedroom or SRO-sized units;
- ✓ X-ray or laboratory testing of all painted surfaces by certified personnel has been conducted in accordance with HUD regulations and the unit is officially certified to not contain lead-based paint;
- ✓ The property has had all lead-based paint identified and removed in accordance with HUD regulations;
- ✓ The unit has already undergone a visual assessment within the past 12 months—obtained documentation that a visual assessment has been conducted; or
- ✓ It meets any of the other exemptions described in 24 CFR Part 35.115(a).

If any of the circumstances outlined above are met, lead/subgrantees must include the information in the client file.

7.5 Additional Requirements

7.5.1 Fraud and Other Loss Reporting

Lead/subgrantees must inform Commerce in writing of all known or suspected fraud or other loss of any funds or other property furnished under this grant. Reasonable attempts must be made to prevent fraud and ineligible use of funds.

7.5.2 Personal Identifying Information

Personal identifying information must never be sent electronically unless sent via a secure file transfer. Request a secure file transfer login credentials from Commerce.

7.5.3 Grievance Procedure

Lead/subgrantees must have a written grievance procedure for households seeking or receiving services which includes the household's right to review decisions and present concerns to program staff not involved in the grievance.

This procedure must:

- ✓ Clearly describe how households can request a review or report concerns

- ✓ Be accessible to all households seeking or receiving services

7.5.4 Termination and Denial of Service Policy

Lead/subgrantees must have a termination and denial policy.

This policy must:

- ✓ Describe the reasons a household would be denied services and/or terminated from program participation
- ✓ Describe the notification process
- ✓ Ensure households are made aware of the grievance procedure

7.5.5 Records Maintenance and Destruction

Lead/subgrantees must maintain records relating to this grant for a period of six years following the date of final payment. See General Terms and Conditions, Section 26 RECORDS MAINTENANCE.

Paper records derived from HMIS which contain personally identifying information must be destroyed within seven years after the last day the household received services from the lead/subgrantee.

7.5.6 Client File Check List

Lead/subgrantee must use the *CHG Client File Checklist* to record the contents of each client file.

Programs may create their own checklist but the components of the *CHG Client File Checklist* must be included.

7.5.7 Consent to Review Information in the Benefits Verification System

All household members must provide informed consent for lead/subgrantees to review confidential information in the Benefits Verification System (BVS) on the form *DSHS 14-012(x)(REV 02/2003)*. See Appendix I: Access to the DSHS Benefits Verification System Data Security Requirements for more information. This form must be kept in the client file.

7.5.8 Prohibitions

- ✓ Lead/subgrantee may not require households to participate in a religious service as a condition of receiving program assistance.
- ✓ Lead/subgrantees may not deny emergency shelter to households that are unable to pay fees for emergency shelter.
- ✓ If a program serves households with children, the age of a minor child cannot be used as a basis for denying any household's admission to the program.

7.5.9 Nondiscrimination

As stated in the General Terms and Conditions Section 9 and Section 22, lead/subgrantees must comply with all federal, state, and local nondiscrimination laws, regulations and policies.

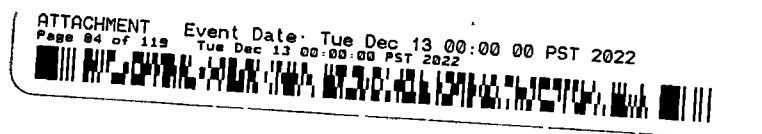
Lead/subgrantees must comply with the Washington State Law against Discrimination, RCW 49.60, as it now reads or as it may be amended. RCW 49.60 currently prohibits discrimination or unfair practices because of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability.

Lead/subgrantees must comply with the Federal Fair Housing Act and its amendments as it now reads

or as it may be amended. The Fair Housing Act currently prohibits discrimination because of race, color, national origin, religion, sex, disability or family status. The Fair Housing Act prohibits enforcing a neutral rule or policy that has a disproportionately adverse effect on a protected class.

Lead/subgrantees serving households with children must serve all family compositions. If a program operates gender-segregated facilities, the program must allow the use of facilities consistent with the client's gender expression or identity.

Local nondiscrimination laws may include additional protected classes.



8. Additional Requirements of Lead Grantees and Subgrantees Providing Rent Assistance

8.1. Washington Residential Landlord Tenant Act

Lead/subgrantees must provide information on the Washington Residential Landlord Tenant Act (RCW 59.18) to households receiving rent assistance.

For more information on this law, visit Washington Law Help, housing page, tenant rights at www.washingtonlawhelp.com.

8.2. Rental Agreements

Client files must contain one of the following types of agreements if rent assistance is paid on their behalf: Intent to Rent, Lease, or Certification of Payment Obligation.

If the rent assistance paid is move-in costs (security deposits, first and last month's rent) only, an Intent to Rent form is allowable. If the rent assistance will exceed move-in costs to include on-going rent, a lease or Certification of Payment Obligation is required.

8.2.1. Intent to Rent

At a minimum, an Intent to Rent form must contain the following:

- ✓ Name of tenant
- ✓ Name of landlord
- ✓ Address of rental property
- ✓ Rent rate
- ✓ Signature of landlord/date

8.2.2. Lease

At a minimum, the lease or rental agreement between the lead/subgrantee and the landlord OR the household and the landlord must contain the following:

- ✓ Name of tenant
- ✓ Name of landlord
- ✓ Address of rental property
- ✓ Occupancy (who gets to live at the rental)
- ✓ Term of agreement (lease start and end date)
- ✓ Rent rate and date due
- ✓ Deposits (if any and what for/term)
- ✓ Signature of tenant/date
- ✓ Signature of landlord/date

8.2.3. Certification of Payment Obligation

A CHG *Certification of Payment Obligation/Potential Eviction from Friend or Family Form* is required for rent subsidies paid to a friend or family member who is not in the business of property management. This form must be kept in the client file.



8.3 Dispute Resolution Center Partnerships

Lead/subgrantees must coordinate with their local Dispute Resolution Centers (DRC) if one exists within the service area. DRCs can be an important pathway to prevent evictions, and providing rent assistance can be critical to settling disputes.

8.4 Payment Standards to Determine Rent Limit

Lead/subgrantees must choose either the HUD Fair Market Rent or the Rent Reasonableness payment standard to be used for all units receiving a rent subsidy, including arrears, and must be completed before the rent subsidy is paid.

8.4.1 Payment Standards Options

8.4.1.1 HUD's Fair Market Rent

Fair Market Rent (FMR) sets rent limits on the subsidy provided to the household. FMR is established by HUD (<http://www.huduser.org/portal/datasets/fmr.html>) and is updated each federal fiscal year (October 1). For this grant, rent calculations do not need to include the cost of utilities.

If a hotel/motel room is being used as permanent housing, compare it to a studio/efficiency unless the room is a suite with separate bedrooms.

Lead/subgrantees must set a rent limit policy for their service area using a percentage of FMR that does not exceed 150 percent FMR. The rent limit is the maximum rent that can be paid for a unit of a given size.

OR

8.4.1.2 Rent Reasonableness

Rent reasonableness means the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable units in the private unassisted market and must not be in excess of rents being charged by the owner during the same time period for comparable non-luxury unassisted units.

To make this determination, the grantee should consider (a) the location, quality, size, type, and age of the unit; and (b) any amenities, housing services, maintenance and utilities to be provided by the owner. Comparable rents can be checked by using a market study, by reviewing comparable units advertised for rent, or with a note from the property owner verifying the comparability of charged rents to other units owned (for example, the landlord would document the rents paid in other units). For more information, see HUD's guide at <https://files.hudexchange.info/resources/documents/CoC-Rent-Reasonableness-and-FMR.pdf>.

The rental assistance paid cannot exceed the actual rental cost.

Lead/Subgrantees must establish rent reasonableness policies and procedures for documenting comparable rents. Policies and procedures must include:

- ✓ A methodology for documenting comparable rents
- ✓ Standards for certifying comparable rents as reasonable

Documentation of rent reasonableness must be kept in the client file. HUD's Rent Reasonableness



Form or comparable form must be used, see HUD's worksheet on rent reasonableness at <https://www.hudexchange.info/resource/2098/home-rent-reasonableness-checklist-and-certification/>.

8.4.2 Rent Limit Exceptions

The FMR rent limit policy or rent reasonableness policies and procedures may also include a description of how exceptions are made when circumstances require a rent amount that exceeds the limit.

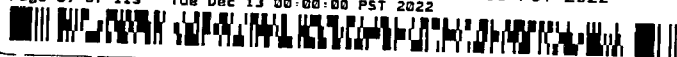
8.5 Determining Rent Subsidy

Lead/subgrantees must have a standardized procedure for determining the amount of rent subsidy for each household. The procedure should include a consideration of the household's resources and expenses. Although each household may receive a different amount of rent subsidy, the procedure for determining the subsidy must be standardized.

Client files must include documentation of the subsidy amount and the determination process. Rent subsidy should be adjusted when there is a change in household circumstance, income, or need.

HEN households cannot be required to pay any of their ABD cash benefit or other earned income reported to DSHS towards their rent.

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Washington State's Landlord Mitigation Law ([RCW 43.31.605](#)) became effective on June 7, 2018 to provide landlords with an incentive and added security to work with tenants receiving rental assistance. The program offers up to \$1,000 to the landlord in reimbursement for some potentially required move-in upgrades, up to fourteen days' rent loss and up to \$5,000 in qualifying damages caused by a tenant during tenancy. A move in/move out condition report is required for a landlord to receive reimbursement.

For more information, please visit the Commerce Landlord Mitigation Program [website](#).



10 Appendices

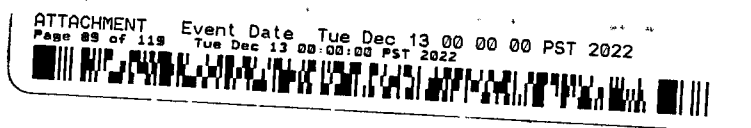
10.1 Appendix A Required and Recommended Forms

The following forms are required, if applicable. Forms may be modified if all of the content is included. All forms are posted on the Commerce CHG website.

- ✓ Consolidated Homeless Grant Verification of Household Eligibility and Income Recertification (sections 3.4;3.6;3.7;3.8.1;4.4;4.6;4.7;5.4;5.5.1;5.6)
- ✓ Consolidated Homeless Grant Income Eligibility Worksheet (section 3.6 and 4.6)
- ✓ Consolidated Homeless Grant Utility-Only Assistance form (section 6.1.2)
- ✓ Client Release of Information and Informed Consent Form (section 7.2.2.1)
- ✓ Consolidated Homeless Grant Landlord Habitability Standards Certification Form OR Commerce Housing Habitability Standards (HHS) Form OR HUD Housing Quality Standards (HQS) Inspection Form— including Lead-based Paint Visual Assessment (section 7.3)
- ✓ Consolidated Homeless Grant Client File Checklist (section 7.5.6)
- ✓ DSHS 14-012(x)(REV 02/2003) for BVS (section 7.5.7)
- ✓ Consolidated Homeless Grant Certification of Payment Obligation/Potential Eviction from Friend or Family (section 8.2.3)
- ✓ Consolidated Homeless Grant Targeted Prevention Eligibility Screening Form (section 4.4.1 and 5.4.1) or other tool approved by Commerce
- ✓ Rent Reasonableness Form (section 8.4.1)

The following form is recommended.

- ✓ Move in/move out condition report (section 9)



10.2 Appendix B: Required Policies and Procedures

- ✓ Coordinated Entry Policies (section 2.1.4)
- ✓ Habitability Complaint Procedure (section 7.3.1.2)
- ✓ Grievance Procedure (section 7.5.3)
- ✓ Termination and Denial of Service Policy (section 7.5.4)
- ✓ Rent Limit Policy or Rent Reasonableness Policies and Procedures (section 8.4)
- ✓ Determining Rent Subsidy Procedure (section 8.5)

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10.3 Appendix C: Client File Documentation

The following chart summarizes the documentation required in each client file, depending on the type of service provided. Other documentation may be required based on individual circumstances. CHG Required Forms are found on the Commerce CHG [website](#).

Documentation	Drop-in Shelter	Continuous Stay Shelter	Transitional Housing	Rapid Re-housing Rent Assistance	Permanent Supportive Housing	Homelessness Prevention Rent Assistance
Client File Checklist						
HMIS Client Release of Information and Informed Consent Form (unless DV OR client refuses consent)						
DSHS 14-012(x) (REV 02/2003) for BVS, if applicable						
CHG Verification of HH Eligibility and Income Recertification Form (with associated documentation)		If staying longer than 90 days				
CHG Income Eligibility Worksheet (or equivalent, where applicable)		If staying longer than 90 days		CHG Standard only		CHG Standard and Eviction Prevention only
Targeted Prevention Eligibility Screening Form						
Rent Reasonableness Form, if applicable						
Landlord Habitability Certification OR HHS or HQS						
Lead-based Paint Assessment, if applicable						
Utility-Only Assistance Form, if applicable						
Lease OR Certification of Payment Obligation (for friends/family)						
Intent to Rent, if applicable						
Household Rent subsidy amount / Rent determination process						
Assessment and Housing Stability Planning						
Temporary Absence, if applicable						

10.4 Appendix D: Performance Requirements

10.4.1 Overview and Implementation

Performance measures help evaluate the effectiveness of Homeless Crisis Response Systems as they work to ensure that homelessness is rare, brief, and one time.

RCW 43.185C.185 requires that Commerce ensure equity in new state funds. During the period of July 2022 to June 2023 Commerce will develop performance requirements that promote both equitable program access and equitable program outcomes in partnership with grantees, subgrantees, stakeholders and other experts:

- ✓ Communicate and examine project level to system level HMIS entry racial and ethnic demographic data
- ✓ Develop racial equity performance requirements including benchmarks and targets
- ✓ Develop housing outcome measures for homelessness prevention projects including benchmarks and targets
- ✓ Review and update (if needed) existing homeless system performance requirements, including prioritization requirements and housing outcome requirements
- ✓ Implement new homeless system performance requirements for July 2023 contract period.

10.4.2 Prioritization Requirements

Grantees must prioritize unsheltered homeless households and households fleeing violence for services and projects.

A household is considered in priority status if they are:

- ✓ Currently living in a place not meant for habitation¹²
- OR
- ✓ Currently fleeing violence: domestic violence, dating violence, sexual assault, stalking, trafficking or other dangerous or life-threatening conditions that relate to violence against the individual or a family member. *Note: Currently fleeing violence means fleeing, or is attempting to flee the situation, or is afraid to return to their primary nighttime residence*

¹² Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.



10.5 Table Appendix E: Household Eligibility Requirements

ELIGIBILITY REQUIREMENTS			
	HOUSING STATUS	INCOME AT ENROLLMENT	INCOME AT RECERTIFICATION
Flex Funding	Homeless OR Chronically homeless OR At risk of homelessness	At or below 80% AMI OR HEN Referral OR None if not receiving ongoing rent assistance	None
Drop-in Shelter	None	None	None
Continuous-stay Shelter	None	None	At or below 80% AMI
Transitional Housing	Homeless	None	At or below 80% AMI
Rapid Re-Housing (CHG Standard)	Homeless	None	At or below 80% AMI
Homelessness Prevention (CHG Standard and Eviction Prevention)	At risk of homelessness	At or below 80% AMI	At or below 80% AMI
HEN Rapid Re-Housing	Homeless	DSHS HEN Referral ¹³	DSHS HEN Referral
HEN Homelessness Prevention	At risk of homelessness	DSHS HEN Referral	DSHS HEN Referral
Permanent Supportive Housing (CHG Standard)	Homeless and a household member with a permanent disability	At or below 80% AMI	None
Permanent Supportive Housing for Chronically Homeless Families (PSH CHF)	Chronically homeless head of household with a permanent disability	At or below 80% AMI	None

¹³ HEN Referral includes households who have a HEN Referral and households enrolled in General Assistance (ABD recipient) and General Assistance Pregnancy (Pregnant Women Assistance recipient) from DSHS as documented in BVS.



10.6 Appendix F: Examples of Maintenance Activities

ALLOWABLE EXPENSES		
Cleaning Activities	Protective or Preventative Measures to Keep a Building, its Systems, and its Grounds in Working Order	Replacing Existing Appliances or Objects That Have Broken or are Clearly Past Their Useful Life, are not Fixtures or Part of the Building (See above for definition of "fixtures.")
<ul style="list-style-type: none"> • Cleaning gutters and downspouts • Lawn and yard care (mowing, raking, weeding, trimming/pruning trees and shrubs) • Cleaning a portion of interior or exterior of building, including graffiti removal • Washing windows • Litter pick up and trash collection • Removing snow/ice • Unclogging sinks and toilets 	<ul style="list-style-type: none"> • Fixing gutters • Mending cracked plaster • Patching roof • Caulking, weather stripping, re-glazing. • Replacing a broken window or screen • Reapplication of protective coatings • Fixing plumbing leaks • Repainting previously painted surface (including limited scraping)* • Waterproofing (sealant) • Servicing and maintenance of mechanical systems • Replacing a carpet square or patching carpet • Fixing alarm systems • Installing temporary fencing 	<p>Replacing:</p> <ul style="list-style-type: none"> • Kitchen appliances where removal would not cause any damage (for example dishwashers, stoves, refrigerators) • Light bulbs • Washing and drying machines • Air filters • Furniture
* Non-destructive methods only (e.g., no sandblasting or high pressure spraying).		



10.7 Appendix G: Agency Partner HMIS Agreement

The Homeless Management Information System ("HMIS") is a client management system that maintains information regarding the characteristics and service needs of Clients for a variety of reasons, including the provision of more effective and streamlined services to Clients and the creation of information that communities can use to determine the use and effectiveness of services.

Ultimately, when used correctly and faithfully by all involved parties, the HMIS is designed to benefit multiple stakeholders, including provider agencies, persons who are homeless, funders and the community, through improved knowledge about people who are homeless, their services and service needs and a more effective and efficient service delivery system.

The Homeless Housing and Assistance Act of 2005 requires the Department of Commerce to collect HMIS data in the form of a data warehouse. Each homeless service provider will submit HMIS data to Commerce.

Lead grantees/ sub grantees and the Department of Commerce agree as follows:

General Understandings:

In this Agreement, the following terms will have the following meanings:

"Client" refers to a consumer of services;

"Partner Agency" refers generally to any Agency participating in HMIS.

"Agency staff" refers to both paid employees and volunteers.

"HMIS" refers to the HMIS system administered by Commerce.

"Enter(ing)" or "entry" refers to the entry of any Client information into HMIS.

"Shar(e)(ing)," or "Information Shar(e)(ing)" refers to the sharing of information which has been entered in HMIS with another Partner Agency.

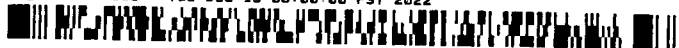
"The Balance of State Continuum of Care Steering Committee" or "Steering Committee" refers to a Commerce advisory body that serves in a consultative and counseling capacity to Commerce as the system administrator. The Steering Committee is comprised of representatives from the State, the Balance of State Continuum of Care regions and at-large members.

"Identified Information" refers to Client data that can be used to identify a specific Client. Also referred to as "Confidential" data or information.

"De-identified Information" refers to data that has specific Client demographic information removed, allowing use of the data **without identifying** a specific Client. Also referred to as "non-identifying" information.

Agency understands that when it enters information into HMIS, such information will be available to Commerce staff who may review the data to administer HMIS; to conduct analysis in partnership with the Research and Data Analysis (RDA) division at the Department of Social and Health Services (DSHS); and to prepare reports that may be submitted to others in de-identified form **without** individual identifying Client information.

Agency understands that Agency will have the ability to indicate whether information Agency entered into HMIS may be shared with and accessible to Partner Agencies in HMIS system.



Agency is responsible for determining and designating in HMIS whether information may or may not be shared using the Interagency Data Sharing Agreement available through Commerce.

Confidentiality:

Agency will not:

enter information into HMIS which it is not authorized to enter; and

will not designate information for sharing which Agency is not authorized to share, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information. By entering information into HMIS or designating it for sharing, Agency represents that it has the authority to enter such information or designate it for sharing.

Agency represents that: **(check applicable items)**

☐ it is; ☐ is not; a "covered entity" whose disclosures are restricted under HIPAA (45 CFR 160 and 164); More information about "covered entities" can be found here:

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/index.html>

☐ it is; ☐ is not; a program whose disclosures are restricted under Federal Drug and Alcohol Confidentiality Regulations: 42 CFR Part 2;

If Agency is subject to HIPAA, (45 CFR 160 and 164) or 42 CFR Part 2, a fully executed Business Associate or Business Associate/Qualified Service Organization Agreement must be attached to this agreement before information may be entered. Sharing of information will not be permitted otherwise.

If Agency is subject to any laws or requirements which restrict Agency's ability to either enter or authorize sharing of information, Agency will ensure that any entry it makes and all designations for sharing fully comply with all applicable laws or other restrictions.

Agency shall comply with the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA) and Washington State RCW 43.185C.030. No Identified Information may be entered into HMIS for Clients in licensed domestic violence programs or for Clients fleeing domestic violence situations.

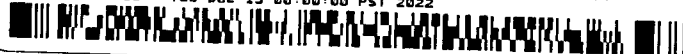
Agency shall not enter confidential information regarding HIV/AIDS status, in accordance with RCW 70.02.220. If funding (i.e., HOPWA) requires HMIS use, those clients' data shall be entered without Identifying Information.

To the extent that information entered by Agency into HMIS is or becomes subject to additional restrictions, Agency will immediately inform Commerce in writing of such restrictions.

Information Collection, Release and Sharing Consent:

Collection of Client Identified information: An agency shall collect client identified information only when appropriate to the purposes for which the information is obtained or when required by law. An Agency must collect client information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual.

Obtaining Client Consent: In obtaining Client consent, each adult Client in the household must sign the **HMIS Client Release of Information** (or a Commerce-approved equivalent release document) to indicate consent to enter Client identified information into HMIS. If minors are present in the household, at least one adult in the household must consent minors by writing their names on the **HMIS Client Release of Information**. If any adult member of a household does not provide written consent, identifying information may not be entered into HMIS for *anyone* in the household. Unaccompanied youth may not sign the consent form for



themselves.

Do not enter personally identifying information into HMIS for clients who are in licensed domestic violence agencies or currently fleeing or in danger from a domestic violence, dating violence, sexual assault or stalking situation.

Do not enter HIV/AIDS status in HMIS. If funding (i.e, HOPWA) requires HMIS use, those clients' data shall be entered without personally identifying information.

Telephonic consent from the individual may temporarily substitute for written consent provided that written consent is obtained at the first time the individual is physically present at Agency.

A Client may withdraw or revoke consent for Client identified information collection by signing the **HMIS Revocation of Consent**. If a Client revokes their consent, Agency is responsible for immediately contacting Commerce and making appropriate data modifications in HMIS to ensure that Client's personally identified information will not be shared with other Partner Agencies or visible to the Agency staff within the system.

This information is being gathered for the collection and maintenance of a research database and data repository. The consent is in effect until the client revokes the consent in writing.

No Conditioning of Services: Agency will not condition any services upon or decline to provide any services to a Client based upon a Client's refusal to allow entry of identified information into HMIS.

Re-release Prohibited: Agency agrees not to release any Client identifying information received from HMIS to any other person or organization without written informed Client consent, or as required by law.

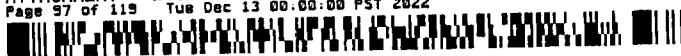
Client Inspection/Correction: Agency will allow a Client to inspect and obtain a copy of his/her own personal information except for information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding. Agency will also allow a Client to correct information that is inaccurate. Corrections may be made by way of a new entry that is in addition to but is not a replacement for an older entry.

Security: Agency will maintain security and confidentiality of HMIS information and is responsible for the actions of its users and for their training and supervision. Among the steps Agency will take to maintain security and confidentiality are:

Access: Agency will permit access to HMIS or information obtained from it only to authorized Agency staff who need access to HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). Agency will limit the access of such staff to only those records that are immediately relevant to their work assignments.

User Policy: Prior to permitting any user to access HMIS, Agency will require the user to sign a **User Policy, Responsibility Statement & Code of Ethics** ("User Policy"), which is found on the Commerce web page (www.commerce.wa.gov/hmiswa) and is incorporated into this agreement and may be amended from time to time by Commerce. Agency will comply with, and enforce the User Policy and will inform Commerce immediately in writing of any breaches of the User Policy

Computers: Security for data maintained in HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice" (Docket No. FR 4848-N-01; see



<https://www.hudexchange.info/resource/1318/2004-hmis-data-and-technical-standards-final-notice/>). Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to HMIS.

Agency agrees to allow access to HMIS only from computers which are:
owned by Agency or approved by Agency for the purpose of accessing and working with HMIS;
protected from viruses by commercially available virus protection software;
protected with a software or hardware firewall;
maintained to insure that the computer operating system running the computer used for the HMIS is kept up to date in terms of security and other operating system patches, updates, and fixes;

accessed through web browsers with 256-bit encryption (e.g., Internet Explorer, version 11.0). Some browsers have the capacity to remember passwords, so that the user does not need to type in the password when returning to password-protected sites. This default shall **not** be used with respect to Commerce' HMIS; the end-user is expected to physically enter the password each time he or she logs on to the system;

staffed at all times when in public areas. When computers are not in use and staff is not present, steps should be taken to ensure that the computers and data are secure and not publicly accessible. These steps should minimally include: Logging off the data entry system, physically locking the computer in a secure area, or shutting down the computer entirely.

Passwords: Agency will permit access to HMIS only with use of a User ID and password, which the user may not share with others. Written information pertaining to user access (e.g. username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be at least eight characters long and meet industry standard complexity requirements, including, but not limited to, the use of at least one of each of the following kinds of characters in the passwords: Upper and lower-case letters, and numbers and symbols. Passwords shall not be, or include, the username, or the HMIS name. In addition, passwords should not consist entirely of any word found in the common dictionary or any of the above spelled backwards. The use of default passwords on initial entry into the HMIS application is allowed so long as the default password is changed on first use. Passwords and user names shall be consistent with guidelines issued from time to time by HUD and/or Commerce.

Training/Assistance: Agency will permit access to HMIS only after the authorized user receives appropriate confidentiality training including that provided by Commerce. Agency will also conduct ongoing basic confidentiality training for all persons with access to HMIS and will train all persons who may receive information produced from HMIS on the confidentiality of such information. Agency will participate in such training as is provided from time to time by Commerce. Commerce will be reasonably available during Commerce defined weekday business hours for technical assistance (i.e. troubleshooting and report generation).

Records: Agency and Commerce will maintain records of any disclosures of Client identifying information either of them makes of HMIS information for a period of **seven** years after such disclosure. On written request of a Client, Agency and Commerce will provide an accounting of all such disclosures within the prior **seven**-year period. Commerce will have access to an audit trail from HMIS so as to produce an accounting of disclosures made from one Agency to another by way of sharing of information from HMIS.

Retention of paper copies of personally identifying information: Agencies must develop and adopt policies governing the retention of paper records containing personally identifying



information derived from a Homeless Management Information system. The policy must define how long paper records are retained after they are no longer being actively utilized, and the process that will be used to destroy the records to prevent the release of personally identifying information. The policy must require the destruction of the paper records derived from an HMIS no longer than seven years after the last day the person was served by the organization.

Information Entry Standards:

Information entered into HMIS by Agency will be truthful, accurate and complete to the best of Agency's knowledge.

Agency will **not** solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.

Agency will only enter information into HMIS database with respect to individuals that it serves or intends to serve, including through referral.

Agency will enter all data for a particular month into HMIS database by the 5th business day of the following month. Additionally, Agency will make every attempt enter all data for a particular week by the end of that week.

Agency will not alter or over-write information entered by another Agency.

Use of HMIS:

Agency will not access identifying information for any individual for whom services are neither sought nor provided by the Agency. Agency may access identifying information of the Clients it serves and may request via writing access to statistical, non-identifying information on both the Clients it serves and Clients served by other HMIS participating agencies.

Agency may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.

Agency and Commerce will report only non-identifying information in response to requests for information from HMIS unless otherwise required by law.

Agency will use HMIS database for legitimate business purposes only.

Agency will not use HMIS in violation of any federal or state law, including, but not limited to, copyright, trademark and trade secret laws, and laws prohibiting the transmission of material, which is threatening, harassing, or obscene.

Agency will not use the HMIS database to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.

Proprietary Rights of the HMIS:

Agency shall not give or share assigned passwords and access codes for HMIS with any other Agency, business, or individual. Each user shall request their own login and password.

Agency shall take due diligence not to cause in any manner, or way, corruption of the HMIS database, and Agency agrees to be responsible for any damage it may cause.

Steering Committee: Commerce will consult with the Steering Committee from time to time regarding issues such as revision to the form of this Agreement. Written Agency complaints that are not resolved may be forwarded to the Steering Committee, which will try to reach a voluntary resolution of the complaint.

Limitation of Liability and Indemnification: No party to this Agreement shall assume any additional liability of any kind due to its execution of this agreement of participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided



by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity except for the acts and omissions of their own employees, volunteers, agents or contractors through participation in HMIS. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

Limitation of Liability. Commerce shall not be held liable to any member Agency for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

Disclaimer of Warranties. Commerce makes no warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose, to any Agency or any other person or entity as to the services of the HMIS to any other matter.

Additional Terms and Conditions:

Agency will abide by such guidelines as are promulgated by HUD and/or Commerce from time to time regarding administration of the HMIS.

Agency and Commerce intend to abide by applicable law. Should any term of this agreement be inconsistent with applicable law, or should additional terms be required by applicable law, Agency and Commerce agree to modify the terms of this agreement so as to comply with applicable law.

Neither Commerce nor Agency will transfer or assign any rights or obligations regarding HMIS without the written consent of either party.

Agency agrees to indemnify and hold Commerce and its agents and staffs harmless from all claims, damages, costs, and expenses, including legal fees and disbursements paid or incurred, arising from any breach of this Agreement or any of Agency's obligations under this Agreement. This Agreement will be in force until terminated by either party. Either party may terminate this agreement at will with 20 days written notice. Either party may terminate this agreement immediately upon a material breach of this Agreement by the other party, including but not limited to the breach of the Commerce Security Policy by Agency.

If this Agreement is terminated, Agency will no longer have access to HMIS. Commerce and the remaining Partner Agencies will maintain their right to use all of the Client information previously entered by Agency except to the extent a restriction is imposed by Client or law. Copies of Agency data will be provided to the Agency upon written request of termination of this agreement. Data will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to Agency within fourteen (14) calendar days of receipt of written requests for data copies.



10.8 Appendix H: Lead-Based Paint Visual Assessment Requirements

To prevent lead-poisoning in young children, Lead/Subgrantees must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, M, and R.

Disclosure Requirements

For ALL properties constructed prior to 1978, landlords must provide tenants with:

- ✓ Disclosure form for rental properties disclosing the presence of known and unknown lead-based paint;
- ✓ A copy of the "Protect Your Family from Lead in the Home" pamphlet.

Both the disclosure form and pamphlet are available at: <https://www.epa.gov/lead/real-estate-disclosure>

It is recommended that rent assistance providers also share this information with their clients.

Determining the Age of the Unit

Lead/Subgrantees should use formal public records, such as tax assessment records, to establish the age of a unit. These records are typically maintained by the state or county and will include the year built or age of the property. To find online, search for your county name with one of the following phrases:

- ✓ "property tax records"
- ✓ "property tax database"
- ✓ "real property sales"

Print the screenshot for the case file. If not available online, the information is public and can be requested from the local authorities.

Conducting a Visual Assessment

Visual assessments are required when:

- ✓ The leased property was constructed before 1978;

AND

- ✓ A child under the age of six or a pregnant woman will be living in the unit occupied by the household receiving rent assistance.

A visual assessment must be conducted prior to providing rent assistance to the unit and on an annual basis thereafter (as long as assistance is provided). Lead/Subgrantees may choose to have their program staff complete the visual assessments or they may procure services from a contractor. Visual assessments must be conducted by a HUD-Certified Visual Assessor.

Anyone may become a HUD-Certified Visual Assessor by successfully completing a 20-minute online training on HUD's website at:

<http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm>



If a visual assessment reveals problems with paint surfaces, Lead/Subgrantees cannot approve the unit for assistance until the deteriorating paint has been repaired. Lead/Subgrantees may wait until the repairs are completed or work with the household to locate a different (lead-safe) unit.

Locating a Certified Lead Professional and Further Training

To locate a certified lead professional in your area:

- ✓ Call your state government (health department, lead poison prevention program, or housing authority).
- ✓ Call the National Lead Information Center at 1-800-424-LEAD (5323).
- ✓ Go to the US Environmental Protection Agency website at <https://www.epa.gov/lead> and click on "Find a Lead-Safe Certified Firm."
- ✓ Go to Washington State Department of Commerce Lead-Based Paint Program website at <http://www.commerce.wa.gov/building-infrastructure/housing/lead-based-paint/lead-based-paint-program-lbpabatment/> and click on "Find a Certified LBP Firm" under Other Resources.

Information on lead-based programs in Washington State can be found at <http://www.commerce.wa.gov/building-infrastructure/housing/lead-based-paint/>.

For more information on the Federal training and certification program for lead professionals, contact the National Lead Information Center (NLIC) at <https://www.epa.gov/lead/forms/lead-hotline-national-lead-information-center> or 1-800-424-LEAD to speak with an information specialist.

The Lead Safe Housing Rule as well as a HUD training module can be accessed at http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/enforcement/lshr



10.9 Appendix: Access to the DSHS Benefits Verification System Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Appendix, shall each have the following definitions:
 - a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
 - b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
 - c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
 - d. "Contractor" means CHG Lead/subgrantees.
2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
 - a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;
 - b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.
3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
 - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.
 - c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is

accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data with a key length of at least 128 bits
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - Physically Secure the portable device(s) and/or media by
 - (d) Keeping them in locked storage when not in use
 - (e) Using check-in/check-out procedures when they are shared, and
 - (f) Taking frequent inventories
 - (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
 - (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
 - (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs),



magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. Data stored for backup purposes.

(1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition

(2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

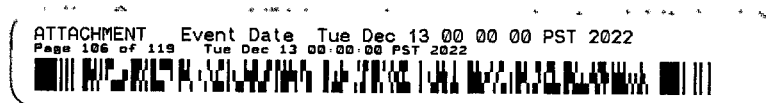
- 5. Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:



Data Stored On:	Will be Destroyed By:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

- 6. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the Department of Commerce Contact designated in the Grant Agreement within one (1) business day of discovery.

Data shared with Subcontractors. If DSHS Data access provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract.



10.10 Appendix J: Access to the DSHS HEN Referral List Data Security Requirements

As required under RCW 43.185.C 230 and RCW 74.62.030, the Lead/sub grantee may use the ***HEN Referral List*** information for the sole purpose of improving access to HEN assistance for individuals determined eligible for a referral to HEN.

Access to Data shall be limited to staff whose duties specifically require access to such Data in the performance of their assigned duties.

Prior to making Data available to its staff, the Data Recipient shall notify all such staff of the Use and Disclosure requirements.

All staff accessing the data must sign a *DSHS Nondisclosure of Confidential Information – Non Employee* form prior to accessing the Data.

The Lead/sub grantee shall maintain a list of such staff and their signed *DSHS Nondisclosure of Confidential Information – Non Employee* forms. These forms must be updated annually and submitted to Commerce upon request.

Limitations on Use of Data: If the Data and analyses generated by the Lead/sub grantee contain personal information about DSHS clients, then any and all reports utilizing these Data shall be subject to review and approval by Commerce prior to publication in any medium or presentation in any forum.

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. “AES” means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. “Authorized Users(s)” means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
 - c. “Business Associate Agreement” means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. “Category 4 Data” is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service



Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.

- e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
- f. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- g. "FedRAMP" means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
- h. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
- i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
- j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
- k. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
- l. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard

- drives, and internal hard drives that have been removed from a computing device.
- m. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
 - n. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
 - o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/fsa/central-contract-services/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
3. **Administrative Controls.** The Lead/sub grantee must have the following controls in place:
- a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Lead/sub grantee staff for violating that policy.
4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Lead/sub grantee must:
- a. Have documented policies and procedures governing access to systems with the shared Data.
 - b. Restrict access through administrative, physical, and technical controls to authorized staff.
 - c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
 - d. Ensure that only authorized users are capable of accessing the Data.

- e. **Ensure that an employee's access to the Data is removed immediately:**
 - (1) **Upon suspected compromise of the user credentials.**
 - (2) **When their employment is terminated.**
 - (3) **When they no longer need access to the Data.**
- f. **Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.**
- g. **When accessing the Data from within the Lead/sub grantee's network (the Data stays within the Lead/sub grantee's network at all times), enforce password and logon requirements for users within the Lead/sub grantee network, including:**
 - (1) **A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.**
 - (2) **That a password does not contain a user's name, logon ID, or any form of their full name.**
 - (3) **That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.**
 - (4) **That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.**
- h. **When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Lead/sub grantee network), mitigate risk and enforce password and logon requirements for users by employing measures including:**
 - (1) **Ensuring mitigations applied to the system don't allow end-user modification.**
 - (2) **Not allowing the use of dial-up connections.**
 - (3) **Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.**
 - (4) **Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.**
 - (5) **Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.**
 - (6) **Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.**
- i. **Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:**
 - (1) **The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor**



- (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
 - j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
 - (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
 - k. Render the device unusable after a maximum of 10 failed logon attempts.
- 5. **Protection of Data.** The Lead/sub grantee agrees to store Data on one or more of the following media and protect the Data as described:
 - a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism. For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.
 - c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the



network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Lead/sub grantee on portable devices or media unless specifically authorized within the terms and conditions of the Grant. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.
 - (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Lead/sub grantee staff with authorization to access the Data, even if the Data is encrypted.
- h. **Data stored for backup purposes.**
 - (1) DSHS Confidential Information may be stored on Portable Media as part of a Lead/sub grantee's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be



destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

- (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Lead/sub grantee's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Lead/sub grantee has control of the environment in which the Data is stored. For this reason:

- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Lead/sub grantee has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Lead/sub grantee network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Lead/sub grantee will possess a decryption key for the Data, and the decryption key will be possessed only by the Lead/sub grantee and/or DSHS.
 - (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Lead/sub grantee networks.
 - (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Lead/sub grantee's network.
- (2) Data will not be stored on an Enterprise Cloud storage solution unless either:
 - (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
 - (b) The Cloud storage solution used is FedRAMP certified.
- (3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

- a. Systems containing DSHS Data must have all security patches or hotfixes applied

within 3 months of being made available.

- b. The Lead/sub grantee will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Lead/sub grantee, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

- 8. Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

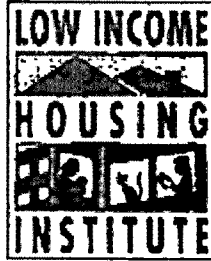
Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler

	assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to COMMERCE and DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov designated within one (1) business day of discovery. Lead/sub grantee must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
10. **Data shared with Subcontractors.** If DSHS Data provided under this Grant is to be shared with a subcontractor, the Grant with the subcontractor must include all of the data security provisions within this Grant and within any amendments, attachments, or exhibits within this Grant. If the Lead grantee cannot protect the Data as articulated within this Grant, then the contract with the sub grantee must be submitted to COMMERCE for review and approval.



Exhibit G



Shelter Intake Form
Tiny House Village and Shelter Program

Unit Number: _____ Date: _____ Time: _____

First Name: _____

Middle Name: _____

Last Name: _____

State: _____ Referral Source: _____

Contact Number: _____ Email Address: _____

Name & Age of Children (if applicable):

1. _____ Age: _____
2. _____ Age: _____

Code of Conduct
Tiny House Village and Shelter Program

The people of the Low Income Housing Institute, in order to keep a more harmonious community, ask that you observe the following Code of Conduct:

VIOLENCE/THREATENING BEHAVIORS

1. Violence and nuisance that offend decency or annoy, injure, or endanger the safety, health, comfort, or repose of the community will not be tolerated. Please attempt to resolve any conflict in a peaceful manner. For resolution or if further assistance is needed, please see Site staff.
2. The use of profane, racist, or sexist language will not be tolerated.
3. Assault, verbal abuse, retaliation, intimidation, or threatening behavior will not be tolerated.
4. Weapons are not allowed in the facility.

DRUGS AND ALCOHOL

1. No alcohol, drugs (including marijuana) are allowed in any public spaces within the facility, or the surrounding area.
2. No open containers of alcohol are allowed in any public spaces within the facility. Possession of an open container of alcohol will be sufficient proof of public drinking.

GENERAL

1. All participants must follow all shelter, City, and State regulations and policies which include but are not limited to the Pet Policy, Parking Policy, Public Health Codes, Fire Codes, and other rules and regulations posted in the facility.
2. Participants are limited to a 30-day stay (maximum).
3. Per our current COVID-19 Policy, we are not allowing guests and/or visitors in the facility at this time.
4. Every member of the community is required to contribute with hours of service which will be assigned by site staff each week and will rotate between each floor.
5. You must respect the peace, comfort, and enjoyment of other program participants. Loud voices, music, musical instruments, radios, TVs, players, etc. shall be played only during reasonable hours between 8:00 am and 10:00 pm. If staff and/or other participants are disturbed by the volume, it is too loud.
6. No soliciting and/or loitering on or within the shelter premises and surrounding community.
7. Participants are responsible for the actions of all their household members, guests and pets.
8. Unit inspections will occur at least 2 times per week to ensure that everything is in working order and that the unit including the bathroom is kept clean and sanitary at all times.
9. Your unit at the shelter must be your primary place to stay while enrolled in the LIHI Shelter program. Using your unit for storage while staying elsewhere will result in a permanent exit.
10. You must sign in at the front desk daily. Three days without signing in will result in your receipt of an Abandonment Notice and your unit will be cleared of your belongings.
11. Theft is strictly prohibited. Program Participants assume any and all responsibility for protecting their belongings from theft which includes keeping their units locked and belongings secured inside the units. LIHI shall not be responsible for lost or stolen property from the premises or the common areas.

SAFETY

1. Smoke alarms and carbon monoxide alarms have been installed in each unit. Do not tamper with nor disable.
2. No open flames are permitted in the units including the bathrooms and/or in any public spaces within the facility, or within 25 feet from the building entrance.
3. Smoking must be done in designated smoking areas. No smoking inside the units including the bathrooms and/or in any public spaces within the facility, or within 25 feet from the building entrance.
4. No propane tanks, unauthorized heaters or big appliances are allowed in any unit.
5. If staff believes a potential safety and health risk exists, LIHI reserves the right to enter your unit to assist. An immediate inspection may also be required if a maintenance or safety risk has been identified.



6. You must follow all shelter, City, and State COVID-19 regulations and policies. Updated COVID-19 policies are posted in the community area.
7. You cannot make any changes to any fixture, wiring, locks, or any part of the unit and/or any common area spaces. This includes decorations or artistic expressions on any surface.

CLEANLINESS

1. Do not leave personal belongings or furnishings in the hallway or in any other common spaces. All personal belongings must be stored inside your designated unit.
2. Keep your unit clean at all times.
3. It is your responsibility to clean your unit at least once a week including vacuuming the carpets and mopping the bathroom floor.
4. It is your responsibility to gather all bed linen, towels, and pillow cases and wash them in the laundry facility at least every 2 weeks.
5. Do not place anything behind your front door which will prevent it from opening fully.
6. Keep your food stored properly and in compliance with Public Health standards.
7. One bicycle per person and it must be stored in a designated bike area.
8. All recycling, trash, and compostable/food must be separated and properly disposed of.
9. The units must be maintained in good order, and any repair problems should be reported within 24 hours. Pest and bed bug infestation must be reported immediately.

CASE MANAGEMENT

1. Case management participation is required. Please be sure to meet with your case manager at least two times per week at a minimum.
2. The Case Manager will do Homeless Management Information System (HMIS) surveying and data entry – in an informed-consent fashion. Within seven days of intake into the shelter, new participants are required to check in with the Case Manager and complete the HMIS Informed Consent and Demographics forms. HMIS data collection is a requirement of our funders.
3. Turning down a viable housing opportunity is a violation of the Service agreement unless it is determined that the housing opportunity could pose a health, safety or traumatic occurrence to your household.
4. A Housing Service Plan and a VI-SPDAT Assessment will be completed as part of your case management requirement.

OTHER

1. All animals must be on a leash when being walked and owners must pick up their animal's waste. Participants must show proof of up to date vaccinations, spay/neutering documentation within 30 days of intake/move in date. Please refer to the Pet Policy for more information.
2. There will be no feeding of stray animals. Feeding strays will be considered keeping a pet without permission.
3. No loitering or disturbing neighbors- no trespassing on private property.
4. Participants must use the main entrance for entry and exit.



IF THESE RULES ARE NOT RESPECTED AND ENFORCED, DISCIPLINARY ACTION WILL BE TAKEN, AND
MAY LEAD TO BEING EXITED FROM THE SHELTER.

I, by my signature below, acknowledge that I have read and understand the above agreement and
agree to be bound by them.

I acknowledge that a copy of this document was provided to me.

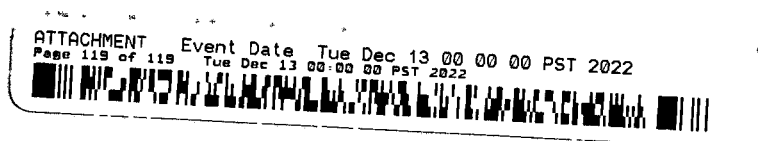
Participant Name: _____

Participant Signature: _____ Date: _____

Participant Name: _____

Participant Signature: _____ Date: _____

LIHI Staff Signature: _____ Date: _____





ISLAND COUNTY HUMAN SERVICES

WORK SESSION AGENDA

DATE: 7/19/2023

To: Janet St. Clair, Chair
Board of Island County Commissioners

From: Lynda Austin, Director

Amount of time requested for agenda discussion. 10 Minutes

DIVISION: Housing Assistance

Agenda Item No.: 1

Subject: Consolidated Homeless Grant 24-46108-12

Description: Washington State Department of Commerce Consolidated Homeless Grant provides resources to fund homelessness crisis response systems and to assist people who are experiencing or are at risk of homelessness to obtain or maintain housing. Contract period 7/1/2023 – 6/30/2025.

Contract Amount: \$1,778,883.00

Attachments: Contract 24-46108-12

Request: *(Check boxes that apply)*

☒ Move to Consent ☐ Move to Regular

☐ None/Informational ☐ Discussion

☐ Signature Request ☐ Other: _____

IT Review Complete: ☒ In process

Budget Review Complete: ☒ In process



Interagency Agreement with

Island County – Human Services

through

Housing Division

Homelessness Assistance Unit

For

Consolidated Homeless Grant (CHG)

Dated: July 1, 2023

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Face Sheet

Contract Number: 24-46108-12

**Washington State Department of Commerce
Housing Division
Homelessness Assistance Unit (HAU)
Consolidated Homeless Grant (CHG)**

1. Contractor Island County – Human Services PO Box 5000 105 NW 1st Street Coupeville, WA 98239		2. Contractor Doing Business As (as applicable) 	
3. Contractor Representative Emily Wildeman Housing Program Manager (360) 678-7804 e.wildeman@islandcountywa.gov		4. COMMERCE Representative Sara Ihmoda Grant Manager (360) 725-2674 Sara.ihmoda@commerce.wa.gov <div style="float: right; text-align: right;"> 1011 Plum Street SE Olympia, WA 98504-2525 </div>	
5. Contract Amount \$1,778,883.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2023	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0000203-07	12. UBI # 151000298
13. UEI # KDMTGQSAF5V5			
14. Contract Purpose This grant provides resources to fund homelessness crisis response systems and to assist people who are experiencing or are at risk of homelessness to obtain or maintain housing.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: 2023-2025 CHG application and Budget workbook, CHG Guidelines (as they may be revised from time to time), Contractor Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget			
FOR CONTRACTOR <hr/> Janet St. Clair, Chair <hr/> Date		FOR COMMERCE <hr/> Corina Grigoras, Assistant Director Housing Division <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

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

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the Contract Amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work. Contractor's compensation for services rendered shall be in accordance with Attachment B – Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month can be made by COMMERCE on a case-by-case basis.

When requesting reimbursement for expenditures made, Contractor shall submit all invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will

be paid by any other source, including grants, for that service.

Disallowed Costs

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

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

Additionally, the Contractor is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Subgrant activity but no less than \$1,000,000 per occurrence.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

7. ELIGIBLE USE OF FUNDS

Funding awarded under this Contract may only be used for eligible activities and expenses described in the CHG Guidelines. These Guidelines are incorporated by reference.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Contract Face Sheet
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- CHG Guidelines, incorporated by reference on the Face Sheet

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, 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.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall 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.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

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

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

- A. Contractor shall commit to operating a high-performing crisis response system in their county by:
 - a. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
 - b. Employing a progressive engagement service model.
 - c. Prioritizing households most likely to become homeless when using homelessness prevention rent assistance.
 - d. Being anti-racist leaders in their crisis response systems and facilitate partnerships among organizations that respond to the disproportionality in services and outcomes for communities that may not seek assistance from mainstream organizations.
- B. Contractor shall submit the following monthly deliverables on time with truthful, accurate information:
 - a. Invoice and Voucher Detail Worksheet for reimbursement due on the 20th of the month following the provision of services.
- C. Contractor shall submit the following deliverables on time with truthful, accurate information:
 - a. Local Homeless Housing Plan and Annual Report.
 - b. Annual County Expenditure Report/Homeless Housing Inventory including Point-In-Time Count information.
 - c. HEN Essential Needs Report.
 - d. Grantees shall commit to reporting quality timely HMIS data.
- D. Contractor shall comply with all of the requirements, policies and procedures in the Consolidated Homeless Grant Guidelines, including the Washington State Coordinated Entry Guidelines.
- E. Performance Requirements:
 - a. Housing Outcomes: For each intervention type funded by the Consolidated Homeless Grant, grantees must adopt the required housing outcome performance measure outlined in the Consolidated Homeless Grant Guidelines, Appendix D, Table A. Grantees must improve housing outcomes by making progress towards the statewide performance target.
 - b. Equitable Access: The race and ethnicity of households served are proportional to the numbers of people in need of services in each county. The performance measure for equitable access is in a testing period and there is no available baseline data. This contract period will serve to test the performance measure, gather baseline data and determine the performance target.
- F. Local Document Recording Fees (DRF) Support
Funds are "for maintaining programs and investments" under local homeless housing plans and affordable housing under RCW 36.22.178. Allowable uses for these funds are for any allowable Consolidated Homeless Grant activity and any allowable activity pursuant to uses of local document recording fees.
- G. Inflation Increase
Funding is to maintain current levels of homeless subsidies and services and to stabilize the homeless service provider workforce. Commerce expects grantees to prioritize salary increases or retention stipends for their homeless service provider workforce, and to the extent possible, offset other inflation costs. Allowable uses for these funds are for any allowable Consolidated Homeless Grant activity.

Attachment B: Budget

Budget	Total
CHG Standard	
Admin	\$56,707.00
Rent	\$180,000.00
Operations	\$141,342.00
HEN (SFY 2024)	
HEN Admin 2024	\$7,052.00
HEN Rent/Fac Support 2024	\$88,698.00
HEN Operations 2024	\$5,000.00
HEN (SFY 2025)	
HEN Admin 2025	\$7,052.00
HEN Rent/Fac Support 2025	\$88,698.00
HEN Operations 2025	\$5,000.00
Eviction Prevention (SFY 23, 24, and 25)	
Eviction Prevention Admin	\$127,155.00
Eviction Prevention Rent	\$443,395.00
Eviction Prevention Operations	\$277,154.00
Inflation Increase (SFY 2024 and SFY 2025)	
Inflation Increase 2024	\$77,100.00
Inflationary Costs 2025	\$77,100.00
Local Document Recording Fees Support (SFY 2024 and SFY 2025)	
Local DRF Support 2024	\$98,715.00
Local DRF Support 2025	\$98,715.00
TOTAL	\$1,778,883.00