



WORK SESSION

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street, Room 160

Port Angeles, Washington

May 1, 2023

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

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

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

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

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

Administration – 9 a.m.

- 1 Calendar/Correspondence
- 2 Authorizing an expenditure from the Clallam County Heritage Advisory Fund
- 3 Emergency Operations Center discussion
- 4 Superior Court request to modify the classification of the Therapeutic Court Administrative Assistant position
- 5 Pre-application questionnaire with Department of Ecology for solid waste financial assistance – Planning and implementation/\$78,750
- 6 Pre-application questionnaire with Department of Ecology for solid waste financial assistance – solid waste enforcement/\$133,390
- 7 Resolution establishing salary and benefits for elected officials
- 8 Resolution calling for a hearing on the sale of surplus property
- 9 Agreement with State of Washington Tourism for the Tourism Sustainability Grant for Robin Hill Farm
- 10 Agreement with Afton Tickets, Inc. for Clallam County Fair ticketing services
- 11 Agreement with Wetherholt and Associates, Inc. for roof design consulting services
- 12 Discuss the over budget bid of the EV Charging Stations Project

Public Works

- 13 Pre-application questionnaire with Department of Ecology for solid waste management project funding

Community Development

- 14 Resolution authorizing expenditures from the Conservation Futures Fund for approved 2023 applications
- 15 Pre-application questionnaire with Department of Ecology for Shoreline Northwest Straits Grant

Board of Commissioners

- 16 Indigent Remains Program discussion
- 17 North Olympic Regional Veteran's Housing Network funding discussion
- 18 Serenity House of Clallam County funding discussion
- 19 Board of Equalization overview

Budget

20 American Rescue Plan Act ARPA funding committed to staff recruitment and retention discussion

BOCC Special Meeting – 1 p.m.

This Special Meeting is being held to discuss and determine the final disposition of the Board of Equalization board order recommendations forwarded by the Board of Equalization Hearing Examiners to the Board of Commissioners pursuant to RCW 84.48.014. Final action will be taken at the meeting.

General Discussion/Items for Future Agendas

- Bullman Beach update (May 8)
- Review of Encumbered Lands Proviso with WSAC (May 8)
- BOCC Special Meeting – Board of Equalization (May 8 at 1 p.m.)
- Review of upcoming Timber Sales TCB23 and Power Plant with DNR (May 15)
- Joint Meeting with Clallam PUD (May 15 at 1 p.m. at BOCC)
- Department of Transportation Highway 101 Project Discussion (June 26 at 9 a.m.)
- Department of Natural Resources Quarterly Report Meeting (June 26 at 1 p.m.)
- Department of Natural Resources Quarterly Report Meeting (August 21 at 1 p.m.)

EXECUTIVE SESSION

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

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



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) MAY 01 2023

Department: BOCC

WORK SESSION ☒ **Meeting Date: 5/1/23**

REGULAR AGENDA ☒ **Meeting Date: 5/9/23**

Item Summary:

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

Executive Summary:

The County collects a surcharge for preservation of historical documents pursuant to RCW 36.22.170.

Pursuant to Resolution No. 2-2020 the Clallam County Board of Commissioners established a Clallam County Heritage Grant Fund that will be funded with a portion of document recording fees collected by the Clallam County Auditor as authorized in 2005 under RCW 36.22.170, HB 1386. According to the legislation, these funds are to be used for projects that "promote historical preservation or historical programs, which may include preservation of historic documents."

Resolution No. 2-2020 assigns responsibility to the Clallam County Heritage Advisory to provide guidance and support for the administration of the Clallam County Heritage Grant fund.

Request to approve and sign resolution authorizing expenditure from the Heritage Advisory Grant fund for the approved request.

Contracts for each of the applicants will be prepared and executed at a later date.

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

Sequim Museum & Arts - \$10,000

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

Approve and sign resolution authorizing expenditure from the Heritage Advisory Grant Fund.

County Official Signature: Loni Gores Loni Gores, Clerk

Date Submitted: April 24, 2023

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



RESOLUTION _____, 2023

AUTHORIZING AN EXPENDITURE FROM THE CLALLAM COUNTY
HERITAGE ADVISORY BOARD GRANT FUND

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County collects a surcharge for preservation of historical documents pursuant to RCW 36.22.170.
2. Pursuant to Resolution No. 2-2020 the Clallam County Board of Commissioners established a Clallam County Heritage Grant Fund that will be funded with a portion of document recording fees collected by the Clallam County Auditor as authorized in 2005 under RCW 36.22.170, HB 1386. According to the legislation, these funds are to be used for projects that "promote historical preservation or historical programs, which may include preservation of historic documents."
3. Resolution No. 2-2020 assigns responsibility to the Clallam County Heritage Advisory to provide guidance and support for the administration of the Clallam County Heritage Grant fund.
4. The Heritage Advisory Board issued a notice calling for applications to be submitted for grant funding for historic preservation purposes through the Heritage Advisory Grant fund on January 10, 2023.
5. The Heritage Advisory Board met on April 3, 2023 to review the applications for funding from the Heritage Advisory Board Grant Program and made a recommendation to the Board of Commissioners.
6. The Heritage Advisory Board recommends a one-time expenditure to the Sequim Museum & Arts.

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

1. Concurs in the recommendation of the Heritage Advisory Board.
2. Authorizes a one-time expenditure from the Heritage Advisory Grant Fund to be allocated as follows:

Sequim Museum & Arts - \$10,000

3. A contract for the applicant will be prepared and executed in order to memorialize the decision to spend Heritage Advisory Board grant funds for historic preservation purposes.

PASSED AND ADOPTED this 9th day of May 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, CMC, Clerk of the Board

Cc: File A22.161
Finance Department – Lane & Cook
Treasurer's Office
Auditor's Office



AGENDA ITEM SUMMARY

MAY 01 2023

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

Department: Sheriff/Emergency Management

WORK SESSION **x Meeting Date: 5-1-23****REGULAR AGENDA x Meeting Date: 5-9-23 (if necessary)**

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

Item summary:

☐ Call for Hearing x Contract/Agreement/MOU - Contract # 817-22-08/817-22-06

☐ Resolution ☐ Proclamation ☐ Budget Item☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

This submission involves the Joint Public Safety Facility (JPSF) or “New EOC” project as it is sometimes referred to. In partnership with the City of Port Angeles, we have located and secured property for the facility and are preparing for the next steps. There are several matters to be presented to the commissioners related to this project:

- The first involves discussion on an alternative in project delivery called General Contractor/Construction Manager. General Contractor/Construction Manager (GCCM) is a legislated public works project delivery method available to all approved public bodies in Washington. It is an alternative to traditional design-bid-build construction. In GCCM, a qualified contractor is selected, and provides pre-construction services during the design phase of a project and acts as the general contractor and construction manager during the construction phase. This opening topic will be a presentation on the details of this process. Steven Burke, who was instrumental in the recent William Shore Pool Project will be present to discuss the pool construction which utilized the GCCM process. John Rupp, Director of Engineering, and Stacy Shewell, Director – Alternative Delivery Lead, for OAC Services, the contracted designer of this project will also be available to explain the GCCM process.
- The second point is a presentation requesting to proceed with the JPSF Project detailed design phase. With the recent property acquisition with the City of Port Angeles, the JPSF Project is ready to go to full detailed site and facility design work. Project leaders are requesting that Clallam County, and our partners at the City of Port Angeles, authorize obligation of up to \$1.9 million for this next step, referred to as Phase IIb. Further, it is recommended that, if approved, the county will modify the existing contract with OAC Services Inc. for the performance of Phase IIb scope of work that is attached and part of the Memorandum from

* Work Session Meeting - Submit 1 single sided/not stapled copy

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

Agenda Item Summary 5-1-23 OAC Comments

Revised: 3-04-2019

Project Manager Dale Jackson of Jackson and Associates, dated 31 March 2023. The memorandum includes an outline for the Scope of Work for OAC in Phase IIb or detailed design. Dale Jackson will be present at the meeting and will give a Power Point presentation to walk through the status of the project.

- Third is addressing the language in the JPSF agreement between Clallam County and the City of Port Angeles, and the Personal Services Agreement with OAC, particularly in two points:
 - 1) addressing the Phase II limitations of costs for property acquisition and detailed design. While the cost for property procurement was less than the stated \$350,000 for each entity, the \$650,000 expenditure by the County and the City will be lower than the expected \$1.9 million total cost for detailed design.
 - 2) the addition of the Phase IIb scope of work addendum to the agreement. This may address the choice to utilize the GCCM process as well.
 - 3) specific identification in the JPSF Agreement and Scope of Work of meetings at Design Development and Construction Document phases for a presentation at a City Council Work Session

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

The costs discussed within this agenda item summary are within the 2023 Capital Budget for this project. The Project has a complete Finance team which includes the County CFO Office and will be keeping an eye on the cash flow projections to actuals and will bring any necessary budget impacts forward to the BOCC, if needed in the future

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

The \$1.9 million cost for the detailed design phase can be authorized by the commissioners provided they agree to the scope of work in Phase IIb and the City of Port Angeles agrees as well. It is recommended that the next phase be approved.

Timely decision on the GCCM process will: expedite contractor-related activity on the project, increase quality and cost certainty, and reduce project and schedule risk.

Commissioner approval to amend the Phase II cost ceilings in the agreement with the City of Port Angeles.

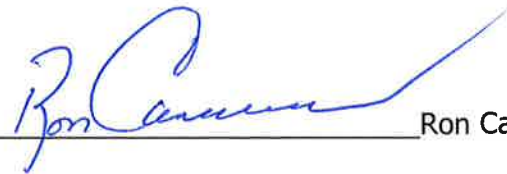
* Work Session Meeting - Submit 1 single sided/not stapled copy

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

Agenda Item Summary 5-1-23_OAC Comments

Revised: 3-04-2019

County Official signature & print name:

 Ron Cameron

Name of Employee/Stakeholder attending meeting: Ron Cameron, Dale Jackson, representatives from the City of Port Angeles, John Rupp, OAC Services.

Relevant Departments: Emergency Management. Facilities. Finance. City of Port Angeles.

Date submitted: April 26, 2023

* Work Session Meeting - Submit 1 single sided/not stapled copy

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

Agenda Item Summary 5-1-23_OAC Comments

Revised: 3-04-2019



MEMORANDUM

31 March 2023

Re: Recommendation to Proceed with JPSF Project Detailed Design Phase

**To: Clallam County Board of Commissioners, and
City of Port Angeles City Council**

From: Dale Jackson, JPSF Project Manager

**cc: Brian King, Clallam County Sheriff
Ron Cameron, Clallam County Undersheriff
Nathan West, City Manager, City of Port Angeles
Brian Smith, Police Chief, City of Port Angeles**

ACTION REQUESTED:

The Clallam Joint Public Safety Facility (JPSF) Project is ready to proceed with full detailed site and facility design work (project Phase IIb). JPSF project management is requesting that Clallam County (County) and the City of Port Angeles (City) authorize obligation of up to \$1.9 MM of funds for Phase IIb work. It is further recommended that the County enter into contract with OAC, Inc. for performance of the project Phase IIb scope of work attached hereto as Exhibit A, with the City agreeing that it will reimburse the County for up to fifty percent of the cost of contract performance.

Approval of this request will allow the County, in conformity with its JPSF Project Management Agreement, to formally begin Phase IIb, “Detailed Design” of the JPSF Project.¹ The City and County may be eligible to receive reimbursement for up to one half of the cost of detailed design from funds appropriated by the Washington State Legislature in 2021 and 2022 for project

¹ In October, 2022, the City and County entered into a project “Management Agreement” the purpose of which is, inter alia, “. . . to assure JPSF project responsibilities for Phase II [of the project] are clearly stated and mutually understood.” The Management Agreement also provides that the City and County will, with limitations, equally share the cost of architectural and engineering services for producing a facility detailed design, as well as the cost of real property acquisition for a construction site. Since the Management Agreement expressly limited each party’s funding obligation of \$650,000 for “design,” and it may be necessary to expend a total of \$1,900,000 on design before receiving reimbursement from State appropriated funds, the City and County may want to amend the limitation clauses of the Management Agreement when granting approval to proceed with Phase IIb.

construction.² Utilizing these previously appropriated funds for design and construction versus exclusive use for construction as originally proposed will require approval of the Legislature.³

BACKGROUND:

In 2018, Clallam County and the City of Port Angeles embarked on a joint project to build new infrastructure necessary to address a crucial need to relocate vulnerable public safety facilities. The City and County realized that critical public safety functions are currently housed in facilities that are inadequately sized, and are likely vulnerable to destruction in the event of a major manmade or natural disaster. To address the recognized need, and to the extent possible, neutralize seismic and other vulnerabilities, the partners agreed to undertake a project to build a new Joint Public Safety Facility (JPSF) in a stable and secure location.

The project's proposed JPSF will house the County's emergency management functions, including an Emergency Operations Center (EOC) and the community's 911 telephone answering point and public safety dispatch facility known as PenCom Center that is operated by the City. Formal project planning activities began in January 2019 when a decision was made to execute the project in three distinct phases. A Phase I consisting of preliminary facility design, a Phase II encompassing the facility full detailed design including construction document production, and a Phase III overseeing and managing facility construction and commissioning. Also, at this early stage an RFQ solicitation process resulted in selection of OAC, Inc. of Seattle, Washington as best qualified to perform architectural and engineering services for the project.

Project Phase I, produced a facility conceptual design and was completed in October 2020 at a cost of approximately \$110,000. To foster flexibility and efficiency, at its beginning in 2021, Phase II was divided into two subphases. Phase IIa activities, which included proposed construction site selection, site environmental, geotechnical, cultural resources and SEPA evaluations, a site physical survey, and site civil engineering master planning (i.e., site layout) was substantially completed in mid-March, 2023 at a cost of approximately \$130,000.⁴

² The Washington State Legislature has appropriated a total of \$1.7 MM of funding under the State's Local Community Projects program, to support construction of the JPSF. *See* Substitute Senate Bill 5651, 67th Washington State Legislature, 2022 Regular Session, March 9, 2022, pg. 35. Normally, funds appropriated in this manner must be obligated during the fiscal biennium in which appropriated. While the current biennium will end on June 30, 2023, in order to prevent loss of the funding a formal request has been made through the Washington Department of Commerce (the grant's administering agency) to roll over the funds into the 2023-2025 biennium. While roll over requests are generally approved by the Legislature, such approval is discretionary. *To the extent that the City and County are able to make reimbursable JPSF expenditures, they would be prudent to do so as soon as possible.*

³ The language of the original Local Community Project funding request submitted to Representative Tharinger's office stated that the City and County would bear the cost of facility design and funds approved by the legislature would be used exclusively for construction activities. Since that time, \$3 MM of federal construction funding has been appropriated and \$5.7 MM of additional State construction funding has been proposed by the Legislature, making it more desirable and practical to use some of the previously appropriate State funds for design. A formal request for reprogramming of the funding is being prepared, and approval can reasonably be expected according to the State Dept. of Commerce.

⁴ Includes Phase IIa and site chemical assessment activities.

The project is now ready to move into Phase IIb during which the actual detailed design and construction documentation preparation will occur. Phase IIb will consist of three major stages. During the first stage, a schematic design of the JPSF will be developed. During schematic design the general features and floor plan of the building will be initially established, a full site plan will be developed, and a preliminary equipment and fixed furnishings layout determined. During the next stage known as design development, the JPSF building's features, functions and layout will be further developed, adjusted if necessary and then finalized. This stage essentially freezes the design so that it can be developed into construction documents. The final stage is called construction document development and is focused on preparing blue prints, building permit applications, and all other documents necessary to obtain construction bids and allow actual construction to begin.

The Phase IIb costs are currently estimated at \$1.9 MM.⁵ Assuming the requested approval to contract with OAC is granted, it is anticipated that Phase IIb work could begin in the first week of May, 2023.⁶ Project Phase IIb is planned to be completed in late 2023 or early 2024.

Project Phase III which will manage the actual facility construction, the procurement and installation of furnishings, fixtures and equipment, and the final commissioning of the JPSF is scheduled to begin in early 2024. Phase III is currently planned for completion in early 2025 at a cost of between \$11 and \$12 MM. Total Project costs are estimated at between \$18 and \$20 MM.⁷ The full construction cost estimate generated in January 2023 is attached thereto as EXHIBIT B.

During the past two years, the City and County have considered several prospective sites as locations for construction of the JPSF facility. See Figure 3 on page 7. Current planning proposes that the JPSF be constructed on property located in the 2000 block of W. Edgewood Dr. inside the City of Port Angeles urban growth boundary. See Figure 4 on page 8. The County has initiated acquisition of the proposed 4 acre site, and a recommendation to proceed with acquisition of that site has been made based upon completion of due diligence inquiries indicating the site is acceptable in all regards. A separate memorandum dated March 15, 2023 containing the details of the recommendation to acquire the site has been previously submitted to the City and County.

Projected project costs and sources of identified funding are set out in Figure 1 below. As of the date of this memorandum, the State Legislature has appropriated \$1,700,000 of funding and the U.S. Congress has included \$3,000,000 of "directed spending" in its FY 2023 Budget to support design

⁵ Total project costs presented here and in Figure 1 in this memorandum are based on design and construction cost estimates generated in early 2023. Cost increases over estimates provided in 2020 and 2021 are primarily due to escalating materials and labor costs, the addition of a solar power generation system to the facility design, and to a lesser degree increases in construction site civil engineering design costs due to increasing the size of the JPSF propose site from two to four acres. Design cost savings realized as a result of the late 2022 decision to defer design and construction of the facility's fire station module to a future project were insufficient to offset other cost increases (reduction in project building floor space does not result in a linear reduction in design costs).

⁶ See Figure 2, Project Schedule, on pages 5 and 6 of this memorandum.

⁷ **NOTE** that the cost estimates contained herein assume that City utilities (power, water and sewer) will not be extended to the JPSF site as part of this project during Phase IIb. Doing so would increase total project cost to \$ 21 to \$24 MM. Deferring the extension of City utilities during Phase IIb does not preclude doing so in the future and the facility design can be done in a manner to preserves that option.

and construction of the JPSF.⁸ The State Legislature is also considering appropriation of an additional \$5,750,000 in its 2023-2025 biennium Budget that would become available this coming June. Assuming most or all of the funds proposed for inclusion in the State's next biennium are appropriated, the City and County will prospectively each need to commit to providing a total of \$4.4 MM each to carry the JPSF project through to its conclusion.

FIGURE 1
JPSF Project Cost Estimates and Funding Sources

PROJECTED FACILITY COSTS (million dollars)				FUNDING SOURCES								
	EM / EOC	PENCOM	TOTALS	LOCAL		STATE			FEDERAL			Total of All Funding
				COUNTY	CITY	Appropriated To Date	Proposed Additional Request	Total Needed From State	Appropriated To Date (House Only)	Proposed Additional Request	Total Needed From Federal	
Detailed Design	\$0.95	\$0.95	\$1.90	\$0.65	\$0.65	\$0.60	\$0.00	\$0.60	\$0.00	\$0.00	\$0.00	
Construction *	\$5.79	\$5.83	\$11.62	\$2.31	\$2.31	\$1.10	\$2.90	\$4.00	\$3.00	\$0.00	\$3.00	
Furniture, Fixtures and Equipment (FF&E)	\$2.65	\$2.65	\$5.30	\$1.25	\$1.25	\$0.00	\$2.80	\$2.80	\$0.00		\$0.00	
Real Estate Purchase	\$0.15	\$0.15	\$0.30	\$0.15	\$0.15	\$0.00	\$0.00	\$0.00			\$0.00	
PROJECT TOTALS	\$9.54	\$9.58	\$19.12	\$4.36	\$4.36	\$1.70	\$5.70	\$7.40	\$3.00	\$0.00	\$3.00	19.12

Total City \$4.4
Total County \$4.4
Total Local = \$8.7
Total State = \$7.4
Total Federal = \$3.0

Red = In Proposed 2023-2025 State Budget legislation

* Current Dollars

PLEASE NOTE that the estimates presented above are in 2023 dollars and do not include soft costs (e.g., permits, inspections, and sales tax) or estimates of the effect of inflation. Inflation rates are currently projected to be approximately 7% during the design and construction phase of the JPSF project.

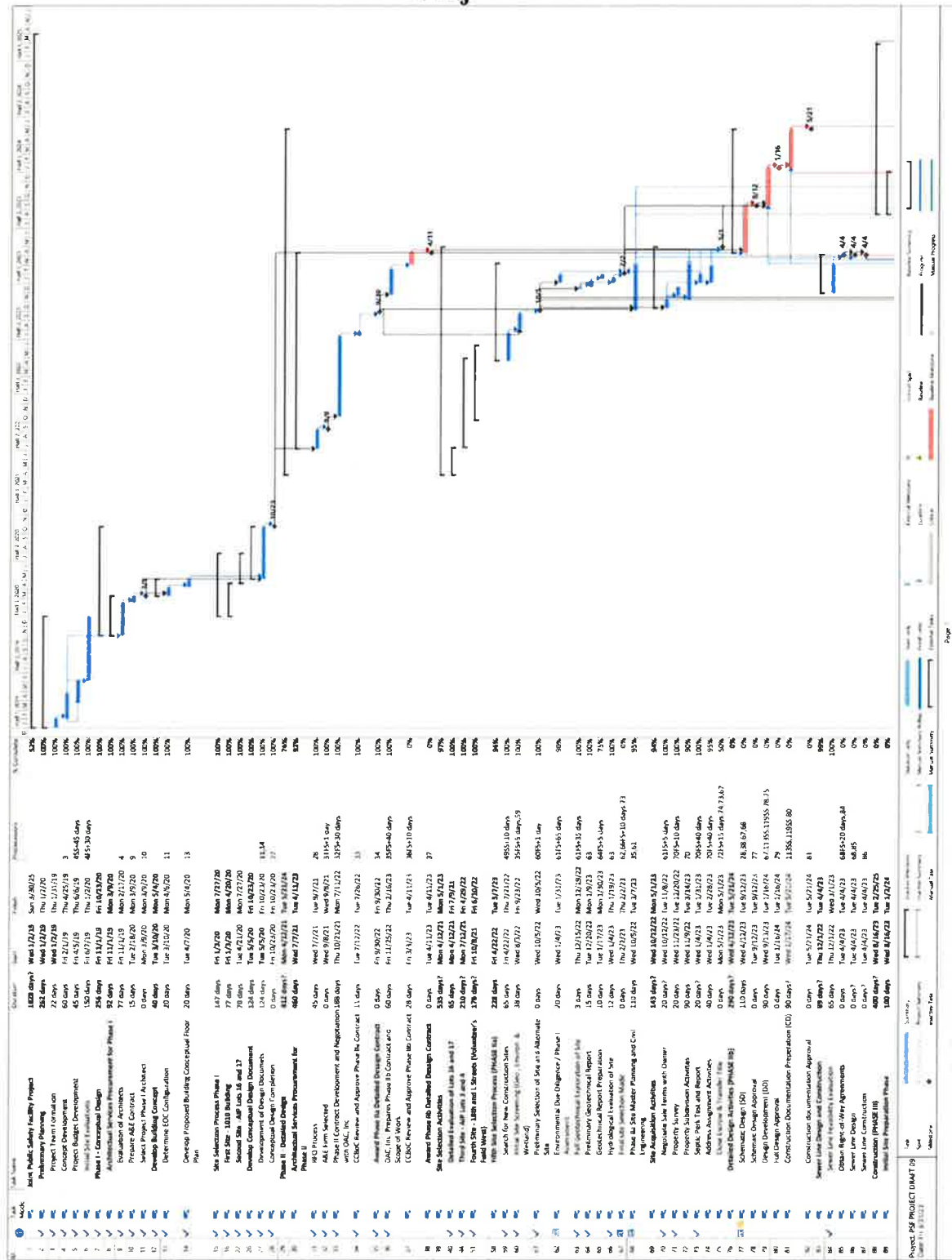
JPSF detailed design (Phase IIb), which is the subject of this memorandum requires authorizing expenditures in the near term, and that is the recommendation of JPSF project management. In order to proceed with JPSF project Phase IIb, the City and County will each need to commit to jointly expending up to a total of \$1.9 MM for Phase IIb activities during the remainder of 2023 and perhaps the first quarter of 2024. However, it may be expected that half of those funds will be reimbursed from existing State appropriations after expenditures are made.

⁸ The \$1.7 MM identified in this paragraph was originally appropriated with a \$1.2 MM item in the 2021-2023 State Budget supplemented by a \$500 K item in the 2023 Supplemental Budget. These funds are available through the end of June, 2023. Requests have been made to roll over this appropriation into the 2023-2025 biennium which will almost certainly occur since the \$1.7 MM item appears in both the current House and Senate versions of the Budget for the upcoming biennium. While the fate of the \$5.7 MM currently appearing in the House version of the Budget proposed for 2023-2025 biennium is less clear, it is likely that at least a significant portion of this appropriation will survive the House and Senate joint conference process.

ALTERNATIVES:

JSPF Project management is unaware of any reasonable alternative that might be recommended at this time. Delaying a Phase IIb funding decision, reducing the scope of the project to reduce costs, or cancelation of the project are alternatives, but none of these are deemed reasonable as all would result in overall project cost increases due to delay and inflation, and all would prospectively place appropriated funding in jeopardy due to delays in obligating that funding.

FIGURE 2
JPSF Project Schedule



Page 7



SITES OF INTEREST AND CRITICAL AREAS



FIGURE 4
Proposed Construction Site for the JPSF

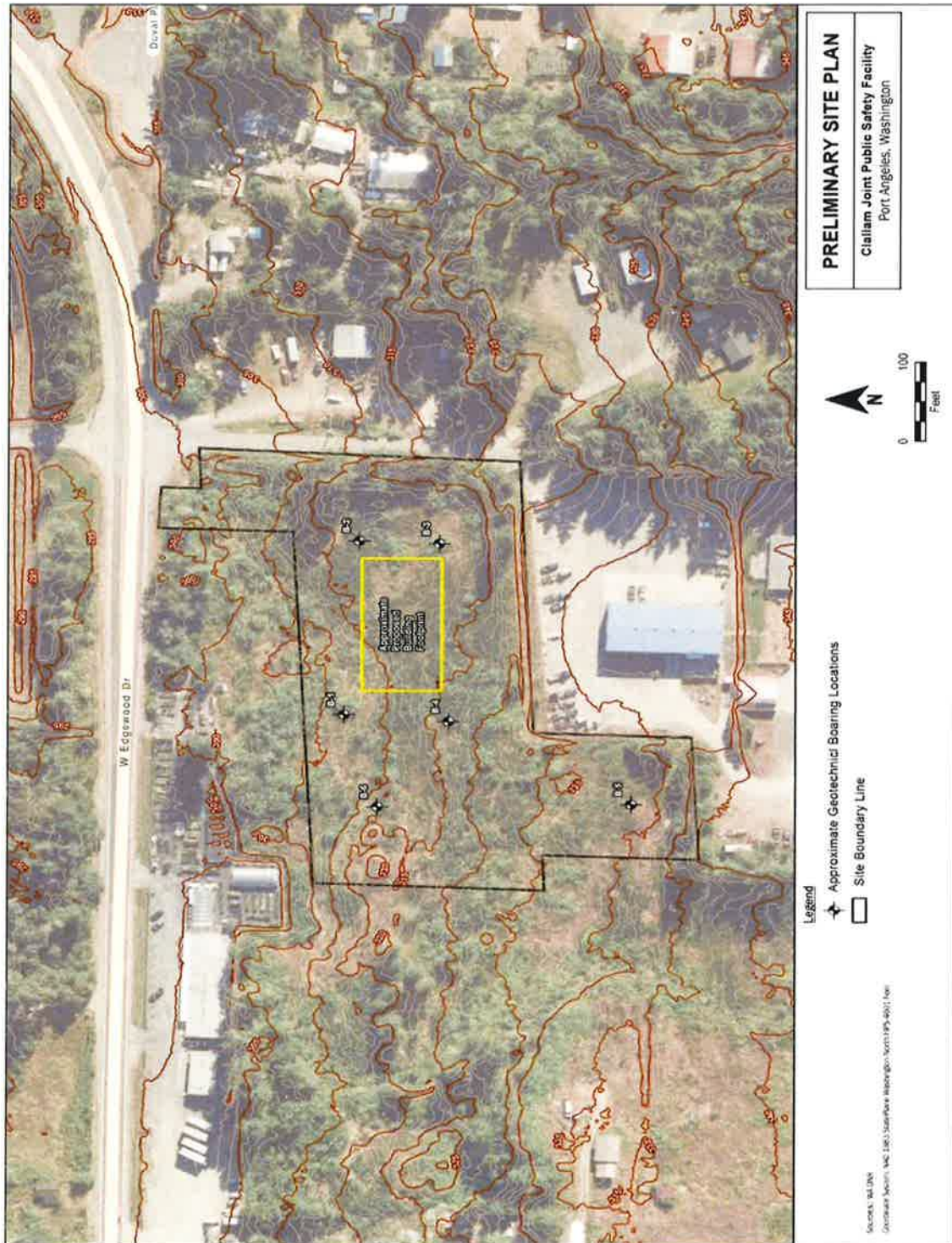


EXHIBIT A

PROPOSED COST AND SCOPE OF WORK CLALLAM JOINT PUBLIC SAFETY FACILITY Project Phase IIb, Detailed Design

PROJECT DESCRIPTION

CLALLAM COUNTY – JOINT PUBLIC SAFETY FACILITY DESIGN SERVICES

March 9, 2023

INTRODUCTION

This Phase 2B amendment for final design services follows the Phase 2A work consisting of site selection, geotechnical exploration, and site master planning for the Joint Public Safety Facility (JPSF). The final design services will include the Emergency Operations Center (EOC) 'module' and the 911 Dispatch Center 'module'. The building will be roughly fourteen thousand square feet, located at a newly defined parcel adjacent 2200 W. Edgewood Dr. in Port Angeles. The existing 911 Dispatch and EOC are nearing the end of their useful service with respect to size/space and growth capacity. A new facility housing the two services that frequently interact will maximize resource sharing and available funding to create a robust facility for the community.

A pre-design report of the initial conceptual design for the combined EOC/911 Center/Fire Station on the subject property was completed by OAC and documented in the Joint Public Safety Building Pre-Design Report dated October 2020 (Report). This report is the basis for the scope of work identified here.

The JPSF will be designed as a resilient and durable building providing the users an essential facility to conduct emergency operations and response in support of its citizens and constituent jurisdictions. During times when the EOC is not activated, the EOC will be designed for flexible use including the hosting of training events, simulation exercises, and for potential use as a business teleconference facility. The single-story building is roughly split equally between the EOC and 911 Dispatch Center with a rooftop mechanical penthouse. As an essential facility, the building and supporting infrastructure will be designed to Risk Category IV requirements, providing the ability to be immediately operational after a disaster event, allowing for continuity of operations. The building will include support spaces as outlined in the pre-design report. The project team will work with the stakeholder group, to be identified by the County, to determine the appropriate provisions of the primary design standard, NFPA 1221. Estimated construction cost for the JPSF is \$12.58 million.

(A) SCOPE OF SERVICES:

The design related work is noted below. Included in this scope of work are the anticipated assumptions. The noted scope includes work for the following disciplines: Project Management, Architectural, Structural, Civil, Mechanical, Electrical, Plumbing (MEP), Fire Protection, Audio/Visual, Acoustical, Communications, Building Enclosure, Landscape Architecture, Survey, Cost Estimating, Geotechnical, Septic Design, Commissioning, and LEED Certification Support.

Task 1.0 – Design Management

OAC will provide overall management of the design activities it will perform under this scope of work. During design, our services will include design coordination, design scheduling, progress meetings, design review, constructability review, coordination of design comments, and provisional master schedule. Detailed services include:

- Design Phase Coordination – The OAC Project Manager will serve as the overall facilitator in coordination of OAC's design team activities, provide leadership with respect to the implementation of design phase procedures, and expedite the flow of information with the County. The Project Manager will work in concert with the County for approval of design or programmatic changes.
- Design Schedule – Develop the overall Design Schedule identifying key milestone dates to be achieved. Monitor the schedule and progress of the design and apprise team members when actual or potential constraints to maintaining the schedule occur and provide recommendations for corrective action.
- Design Progress Meetings – Facilitate design progress meetings in conjunction with the County. These meetings will serve as a forum for the exchange of information and resolution of design decisions and will be a point where design progress is reviewed and confirmed.
- Design Review – Coordinate review of in-progress design documents with County reviewers. Reviews are anticipated to be via electronic documents and will occur using Bluebeam. This review will be provided at the end of all design milestones (Schematic Design, Design Development, 50% Construction Documents, 95% Construction Documents). Comments will be provided in writing via the electronic review session.
- Active Constructability Assessment – Subject to the preceding paragraph, provide input to County and the design team relative to value, sequencing of construction, duration of construction of various building methods, and constructability. This effort will be ongoing throughout the design phase of the project with additional focus applied at substantial deliverable stages.
- Coordinate Design Comments – Coordinate the flow of information between OAC and the County. Coordinate the design reviews and compile and expedite the submittal of comments to the design team.
- Provisional Master Schedule – Develop a provisional master schedule as part of the management plan. The provisional master schedule will contain projected major milestones to be accomplished by the Project participants. The provisional master schedule will be expanded as comprehensive critical dates are defined.

Task 2.0 – Schematic Design

OAC, along with our team partners, will refine the Design Concept developed by OAC for feasibility analysis in terms of general zoning and building code implications, site placement, vehicular access, building program/spaces, mechanical/electrical/plumbing/fire/communications/structural systems incorporation, security, access, operations, and phasing. This information may be used as a tool in the preparation, by others, of the general cost implications of the proposed Project.

A detailed site survey will be conducted documenting all existing site geometry including existing utilities, grades, vegetation, finished surfaces, and property details. The survey will be completed utilizing Civil 3D creating a complete three-dimensional layout of the site.

Following completion of the Schematic Design Phase, an updated and condensed version of the pre-design report will be prepared for use by the County in pursuit of additional project funding. The report will include a condensed and detailed description of the pre-design process, description and supporting drawings of the Schematic Design level documents, and the probable cost statement.

Stakeholder Meetings:

The OAC team will conduct a project kickoff meeting with stakeholders to validate project goals, validate conceptual design decisions, and validate stakeholder needs including space configuration, structural hardening, heating and cooling, and power. As part of this kickoff, OAC will participate in a Risk Register Seminar, to be organized and led by the County, to identify all risks and mitigation for the project. During the Schematic Design phase, the OAC team will support the County in preparing for a public outreach event. The event will

be held in Port Angeles as determined by the County. OAC will provide up to three display boards and electronic file presentation for the public engagement event. Additionally, OAC will facilitate three stakeholder meetings, one on-site and two virtual, during the Schematic Design phase to provide an update on design, address questions, and clarify design direction.

Deliverables and Services include:

- (1) Risk Register Seminar participation with project stakeholders
- Up to three (3) display boards and electronic file presentation for Public Outreach Open House
- (1) On-site meeting with design team members and/or project stakeholders
- Develop comment/response matrix for comments on the Schematic Design documents
- Site Survey
- Probable Cost Statement for Schematic Design documents
- Schematic level documents will include:
 - Site Plan (Building and major site components, with assistance by Civil/Survey and Landscape)
 - Floor Plans
 - Phasing Plan
 - Exterior Elevations
 - Two (2) Building Sections
 - Two (2) Exterior Renderings
 - Project Narrative
 - Zoning and Building Code Summary
 - Outline Specifications (Div. 2-36)
 - Structural, MEP, and Landscape plans

Task 3.0 – Design Development

Design Development services will build upon work completed in Schematic Design consisting of preparing drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical, electrical, and plumbing systems, materials and other elements, site plan, including landscape architecture as may be appropriate.

Stakeholder Meetings:

The OAC team will conduct a second project status meeting with stakeholders to validate alignment with project goals and validate Schematic Design decisions. As part of this status meeting, OAC will participate in a second Risk Register Seminar to identify all current and new risks and mitigation for the project. Additionally, OAC will facilitate three additional stakeholder meetings, one on-site and two virtual, during the Design Development phase to provide an update on design, address questions, and clarify design direction.

Deliverables and Services include:

- (1) Risk Register Seminar participation with project stakeholders
- (1) On-site meetings with design team members and/or project stakeholders
- Develop comment/response matrix for comments on the Design Development documents
- Probable Cost Statement for Design Development documents
- In-process documents (design development level) consisting of the following:
 - Code Plans
 - Floor Plans
 - Exterior Elevations
 - Building and Wall Sections

- Structural Plans
- MEP Plans
- Communications/Data Plans
- Building Details
- Civil and Landscape Plans and details
- Specifications (Draft Full)

Task 4.0 – Construction Documents

Construction Documents services will build upon work completed in Design Development consisting of preparing drawings and specifications setting forth in detail the requirements for construction of the Project. Building Permit Coordination services consisting of preparing submissions, responding to comments, and revising documents for the purpose of gaining necessary approvals from Building Code authorities.

Stakeholder Meetings:

OAC team will conduct a third project status meeting with stakeholders to validate alignment with project goals and validate Design Development decisions. As part of this status meeting, OAC will participate in a third and final Risk Register Seminar to identify all current and new risks and mitigation for the project. Additionally, OAC will facilitate three additional stakeholder meetings, one on-site and two virtual, during the Construction Documents phase to provide an update on design, address questions, and clarify design direction.

Deliverables and Services include:

- (1) Risk Register Seminar participation with project stakeholders
- (1) On-site meeting with design team members and/or project stakeholders
- Develop comment/response matrix for comments on the Construction Documents
- Probable Cost Statement for Construction Documents
- Documents (permitting/construction level) consisting of the following:
 - Code Plans
 - Floor Plans
 - Exterior Elevations
 - Building and Wall Sections
 - Structural Plans
 - MEP Plans
 - Communications/Data Plans
 - Building Details
 - Interior and Exterior Details
 - Finish, Door, and Window Schedules
 - Civil and Landscape Plans and details
 - Specifications

Task 5.0 – Interior Design and Furniture, Fixtures and Equipment (FF&E)

Interior Design services include working with the County to select, coordinate and specify interior finish materials. A finish schedule, interior finish board and specifications will be provided for the County's use. This phase will include up to three (3) virtual meetings with the County over the course of design.

Furniture, Fixtures and Equipment (FF&E) services include working with the County to select, coordinate, and specify new FF&E items for the overall EOC and 911 modules including reception areas, lobbies, offices, EOC floor, conference rooms, ARES/RACES, communications rooms, and shared use rooms. We will assist in the selection process for sizing the EOC and Dispatch floors and associated pathways for servicing dispatch consoles being specified and procured by others.

Task 6.0 – Building Commissioning Review

The OAC team will act as the Commissioning Authority (CxA) and will oversee and participate in the commissioning process to assist in ensuring that the building's commissioned systems are complete, fully functional and perform in accordance with the project requirements and design intent. The majority of commissioning activities will be addressed in an amendment as part of the construction related activities. During design, we will coordinate, lead, review, and oversee the completion of the following commissioning process activities in preparation for the construction phase:

- Commissioning Review of Construction Documents and Back-Check
 - Will provide a focused “commissioning review” of the design construction documents. A commissioning review is intended to provide a detailed review of design drawings and specifications with a focus on coordination of the commissioned systems and adequacy of the design for achieving the OPR and BOD requirements. We will also back-check the review comments in the subsequent design submission.
- Commissioning Measures / Specifications
 - Commissioning measures that are to be included in the construction documents, plans and specifications requires the outline of commissioning requirements, documentation, and responsibilities. We will develop and incorporate commissioning specification requirements into the construction documents specifications.

Task 7.0 – LEED Silver Certification

LEED certification services include the general management and oversight of the LEED certification process. Specific responsibilities include the registration of the project on behalf of the County, review and verification of all documentation and online submittals to the USGBC, review of the County's Project Requirements (OPR) and development of the Basis of Design narrative based on the OPR, arrange and conduct LEED kick-off meeting in early stages of design to review previously developed preliminary credit scorecard, establish a regular LEED communication channel with all project team members required to participate, coordinate submittal items from the design team for certification, and manage the certification process with USGBC.

Task 8.0 – Pilot Infiltration Tests (PIT)

During excavation of the PITs, our representative will collect soil samples at regular depth intervals and keep a detailed record of subsurface conditions encountered. The PIT excavations will be backfilled using the excavated material and compacted in lifts using a hoe pack attached to excavator or hand-operated compaction equipment. We will attempt to minimize disturbance while conducting our explorations; however, we will cause some disturbance to the ground surface.

The PITs will be performed in general accordance with the procedures for small-scale PITs set forth in the 2014 SWMMWW. The small-scale PIT test requires an excavation of a test pit with minimum base area of 12 square feet, filling up the excavation with water to a recordable depth, and measuring the rate at which the water infiltrates into the underlying soil in a series of drain/refill cycles over the “soaking period.” The soaking period can take up to 6 hours, to ensure saturated conditions prior to recording final infiltration rate observations. The depth of the test pit excavation will typically target the elevation of the planned base of the infiltration facility. Access to the area around the PIT locations is restricted while testing is in progress. After infiltration testing is complete, the PITs are excavated deeper and subsurface observations are recorded.

We expect that consultation during and after our subsurface exploration study will be provided at various intervals, such as after our report is completed, and during final planning and layout of site improvements at the project site. We include an estimated budget for additional consultation during design and planning below.

DELIVERABLES:

The following deliverables will be submitted:

- Schematic Design Drawings and Specifications Outline (PDF)
- Design Development Drawings and Specifications Draft (PDF)
- 95% Permit Ready Construction Document Drawings and Specification (PDF)
- 100% Issued for Construction Drawings and Specifications

ASSUMPTIONS:General

- This scope of work is based on the master planning effort, conducted under Phase 2A of this contract.
- Construction support services will be addressed as an amendment to this work during the Construction Document phase of the design.
- Revit will be used for documentation purposes.
- EOC design will run parallel to the 911 Dispatch Center design.
- This scope of work will produce Issued for Construction (IFC) documents, following review and inclusion of any building department permit review.
- The anticipated design schedule provides for an early earthwork package to allow installation of below grade utilities during optimal weather conditions. The design team will work to achieve this schedule provided no impacts from other factors beyond our control.
- County to identify each stakeholder necessary for design input. All direction to be from the County Project Manager.
- County will provide OAC access to site for conducting engineering assessments and other data collection as necessary to gather information and produce deliverables.
- Digital photography will be an acceptable form of photo documentation of the project.
- OAC will attend stakeholder meetings in Port Angeles: (1) one design/planning meeting in each of the SD, DD, and CD phases of design. Each meeting will be scheduled for (8) eight hours, not including travel time. Additional meetings can be arranged in accordance with our standard rate sheet.
- OAC participation in Risk Register Seminars in each of the SD, DD, and CD Phases of design will be via virtual video conferencing.
- OAC will conduct (6) six intermediate stakeholder design/planning meetings utilizing video conference calling. Each meeting will be schedule for (6) six hours. Additional meetings can be arranged in accordance with our standard rate sheet.
- (1) One round of review comments will be anticipated following each submittal stage, SD, DD, & CD. All comments will be compiled in a report following the Bluebeam review session and provided to the County. Included is one week for county review and two weeks to address comments. No comments will be anticipated following submission of the 100% IFC submittal.
- OAC will generate meeting agendas and minutes for each of the stakeholder meetings and workshops, documenting items such as decisions made, action items, etc.
- Scheduled certificate of occupancy is April 2025.
- The facility design is based on information developed by OAC in the Report.
- If a communication tower is required, performance specifications will be prepared and included in the construction documents. Locations, including the tower, duct banks, etc. will be located on the plans.
- Project will comply with LEED Silver requirements.
- Life Cycle Cost Analysis (LCCA) is included as an allowance in the fee estimate. The level of effort to complete the LCCA will be addressed as an amendment once final systems have been identified.

- The County will identify the preferred septic system designer. Design fees for coordination with septic design are included as an allowance and will be refined once the designer is identified by the County.
- Graphic design, exterior wayfinding, environmental graphics, and hazardous materials consulting are beyond this scope of work.
- Additional services or those noted as beyond this scope can be performed, if requested by the County, at our then-current hourly rates.

Architectural

- OAC will support (1) one public engagement session, to be held in Port Angeles. The County will facilitate the public meeting with OAC providing support with visual graphics and electronic media as required. No attendance is anticipated.
- The County will coordinate and facilitate all land use activities.
- Selection of the PenCom dispatch consoles to be located in the Dispatch Floor will be a specialty item specified and procured by others.

Structural

- All selected systems will use code-compliant detailing that will not require alternate means of compliance or peer review.
- Seismic bracing of non-structural components to be addressed as an amendment during the DD phase of design once all non-structural systems requiring bracing have been identified.
- No provision for horizontal or vertical expansion is included at this time.
- All stairs will be designed by a specialty subcontractor and submitted as a deferred design.
- Perimeter fencing to be addressed as a performance specification.

Civil/Survey

- Property delineation or adjustments to property lines will be done by others.
- A topographic survey of the parcel will be provided.
- Infiltration testing/data will be provided by the Geotechnical engineer.
- Design of potential septic system will be coordinated with a consultant identified by the County.

MEP

- As a single-story building, design of stair pressurization systems is beyond this scope.
- Installation or modification of street lighting and traffic signalization is beyond this scope.
- Photo-voltaic systems are design-built by the equipment supplier as part of the contractor's bid package. Performance specifications and power supply will be provided by OAC for use by the supplier. System design will be shown for contractor pricing in the bid package.
- Countertop appliances are assumed for kitchen use. No commercial kitchen elements are considered.
- All MEP equipment seismic anchorages will be Contractor design-built and submitted as deferred engineering submittals after all pieces of equipment are finalized and approved by the County and the design team. The deferred submittal will be prepared by the Contractor's Engineer and submitted for the A/E team's approval. Contractor will be responsible to submit the approved deferred submittal to the Authority Having Jurisdiction (AHJ) for record as part of the MEP permit if required.
- Fire protection systems are design-built by the Contractor.
- Fire protection evaluation and review for fit-up/tolerances, is included.
- Water supply to the building will be adequate and not require a fire pump. Flow testing or obtaining flow test information is beyond this scope.

Audio/Visual

- Consulting will be provided for routing and compatibility with future, County procured, customized integration system in the EOC.

Acoustical

- Analysis and reports will be provided to comply with permitting requirements.
- Review of MEP systems and finish materials within the EOC and Dispatch room are included.

Communications

- Existing IT systems and information to be provided to OAC for use in design.
- County to provide IT systems requirements for server and other equipment.
- County will promptly respond on inquiries regarding IT system needs and configurations.
- Voice/data infrastructure will be a “home run” Cat6/6A solution (TBD, pending stakeholder input) from the workstation / displays to the associated telecom room.
- Use of off-the-shelf industry standard components and materials only. This proposal does not include the development of new products or devices.

Building Enclosure

- Buildings will be constructed as an air-barrier (WSEC C402.5.1) and will be tested (WSEC C402.5.1.2).
- There are no occupiable rooftop areas.

Landscape

- Presentation-quality physical and/or electronic models and 3D renderings are beyond this scope.
- Detailed tree retention plans are not anticipated for this project.
- No vegetative roof is anticipated for this project.

Cost Estimating

- Probable cost statements will be generated using the Uniformat Standard.

Geotechnical

- Onsite soils testing for infiltration suitability will be performed to support required infiltration studies.
- County will provide equipment and operator to support excavations in support of infiltration study.
- If hydrant access is not reasonably nearby, the County will provide a water truck capable of supporting the water needs of the required tests.
- We assume the PITs will take 2 days to complete; however, if dense glacial till soils are encountered at the testing depths, then it may be possible to complete both small-scale PITs in 1 day.

SCHEDULE:

The following is a conceptual schedule with durations, to be modified or adjusted with input from the County as the project progresses.

Notice to Proceed (NTP)	Week of April 3 rd
Schematic Design Submittal	4 Months
Design Development Submittal	4 Months
Construction Documents/Permitting	5 Months
Site Package CD	4 Months after NTP

FEE:

OAC shall complete the above-described work for a fee not to exceed the following, which does not include reimbursable expenses and does not include sales tax:

Phase 2B (Hourly, NTE)	
Project Management	\$174,600
Architectural	\$568,260
Structural	\$99,000
MEP/FP	\$451,550
Civil/Survey	\$46,200
A/V	\$16,500
Acoustics	\$16,500
Building Enclosure	\$28,050
Commissioning	\$8,250
Communications	\$71,330
Cost Estimating	\$66,000
Landscape Architecture	\$89,100
Geotechnical - Infiltration	\$13,860
Septic Design (allowance)	\$33,000
Subtotal	\$1,682,200
Alternative Services:	
MEP LEED Support	\$77,000
LEED Consulting	\$44,000
LCCA (allowance)	\$88,000
Subtotal	\$209,000
Total	\$1,891,200

EXHIBIT B

CONSTRUCTION COST ESTIMATE

CLALLAM JOINT PUBLIC SAFETY FACILITY

January 2023

Construction Cost Summary



Owner: Clallam County / City of Port Angeles

Project: Joint PenCom & EOC Building

March 9, 2023

ESTIMATED COSTS SUMMARY

Item	Description	QTY	UOM	\$ / UOM	Cost
1	Joint PenCom & EOC Building (Fire Station Removed)	13,885	BGSF	\$591.94	\$8,219,090
2	Sitework (Original Improvements)	80,000	SGA	\$18.45	\$1,475,997
3	Sitework Increase (Removed w/ Fire Station)			-	\$0
4	Septic System	1	LS		\$250,380
5	Comm. Radio Tower	1	LS		\$184,575
6	PV Array (125 kW)	1	LS		\$461,438
7	PV Battery Storage (100 kW peak, no sun)	1	LS		\$246,100
8	General Conditions & Support Services	12	MO	\$65,000	\$780,000
Total Estimated Construction Cost (Today's Dollars)					\$11,617,579
9	Escalation to Midpoint (Q3, 2024)	8.25%	on	\$11,617,579	\$958,450
Total Estimated Construction Cost (Escalated)					\$12,576,029

Roen Associates
500 Union Street, Suite 927
Seattle, WA 98101

Clallam County and City of Port Angeles
Joint PenCom and EOC Building
Conceptual Estimate ROM Breakdown



Project Owner: **Clallam County / City of Port Angeles**
Project Name: **Joint PenCom & EOC Building**
Project Location: Port Angeles, WA
Project Start Date: Q2, 2021
Estimate Date: March 9, 2023

Architect: OAC
Project Duration: 12 MO
Building GSF: 13,885
Site GSF: 80,000

2

BLDG PROGRAM ESTIMATE SUMMARY		PENCOM COMPONENT			EOC COMPONENT			TOTAL BUILDING		
No.	Description	BGSF Quantity	Unit Cost	Total Estimated Cost	BGSF Quantity	Unit Cost	Total Estimated Cost	BGSF Quantity	Unit Cost	Total Estimated Cost
A10	Foundations	6,860	\$22.81	\$156,488	7,025	\$22.81	\$160,252	13,885	\$22.81	\$316,740
A20	Basement Construction	6,860	\$0.00	\$0	7,025	\$0.00	\$0	13,885	\$0.00	\$0
B10	Superstructure	6,860	\$63.73	\$437,177	7,025	\$63.73	\$447,693	13,885	\$63.73	\$884,870
B20	Exterior Enclosure	6,860	\$83.14	\$570,366	7,025	\$83.14	\$584,084	13,885	\$83.14	\$1,154,450
B30	Roofing	6,860	\$27.97	\$191,863	7,025	\$27.97	\$196,478	13,885	\$27.97	\$388,341
C10	Interior Construction	6,860	\$71.54	\$490,793	7,025	\$71.54	\$502,598	13,885	\$71.54	\$993,391
C20	Stairs	6,860	\$1.80	\$12,351	7,025	\$1.80	\$12,649	13,885	\$1.80	\$25,000
C30	Interior Finishes	6,860	\$20.00	\$137,200	7,025	\$20.00	\$140,500	13,885	\$20.00	\$277,700
D10	Conveying Systems	6,860	\$0.00	\$0	7,025	\$0.00	\$0	13,885	\$0.00	\$0
D20	Plumbing	6,860	\$15.00	\$102,900	7,025	\$15.00	\$105,375	13,885	\$15.00	\$208,275
D30	HVAC	6,860	\$60.00	\$411,600	7,025	\$60.00	\$421,500	13,885	\$60.00	\$833,100
D40	Fire Protection	6,860	\$8.37	\$57,422	7,025	\$8.37	\$58,803	13,885	\$8.37	\$116,225
D50	Electrical (PenCom includes Radio Tower)	6,860	\$161.95	\$1,110,981	7,025	\$140.34	\$985,899	13,885	\$151.02	\$2,096,880
E10	Equipment	6,860	\$1.08	\$7,411	7,025	\$1.08	\$7,589	13,885	\$1.08	\$15,000
E20	Casework & Furnishings	6,860	\$6.81	\$46,689	7,025	\$6.81	\$47,811	13,885	\$6.81	\$94,500
F10	Special Construction	6,860	\$0.00	\$0	7,025	\$0.00	\$0	13,885	\$0.00	\$0
F20	Selective Demolition	6,860	\$0.00	\$0	7,025	\$0.00	\$0	13,885	\$0.00	\$0
-	Building Contingency & Mark Up			\$860,512			\$846,219			\$1,706,731
Building Construction Costs Subtotal		6,860	\$669.64	\$4,593,753	7,025	\$643.05	\$4,517,449	13,885	\$656.19	\$9,111,202
Sitework (incl. contingency & mark up)		6,860	\$124.33	\$852,931	7,025	\$124.33	\$873,446	13,885	\$124.33	\$1,726,377
Construction Costs Total		6,860	\$793.98	\$5,446,684	7,025	\$767.39	\$5,390,895	13,885	\$780.52	\$10,837,579
General Conditions		6,860	\$56.18	\$385,366	7,025	\$56.18	\$394,634	13,885	\$56.18	\$780,000
Construction Contract Total (Today's Dollars)		6,860	\$850.15	\$5,832,049	7,025	\$823.56	\$5,785,530	13,885	\$836.70	\$11,617,579
Escalation				\$481,144			\$477,306			\$958,450
Construction Contract Total (Escalated)		6,860	\$920.29	\$6,313,193	7,025	\$891.51	\$6,262,836	13,885	\$905.73	\$12,576,029

Estimate excludes soft costs such as design fees, permits, testing / inspections, construction change order contingencies, loose fixtures / furnishings and sales tax.

Roen Associates
500 Union Street, Suite 927
Seattle, WA 98101

Clallam County and City of Port Angeles
Joint Public PenCom and EOC (No Fire Station)
Updated Concept Estimate



Project Owner: **Clallam County / City of Port Angeles**
Project Name: **Joint PenCom & EOC Building**
Project Location: Port Angeles, WA
Project Start Date: Q2, 2021
Estimate Date: March 9, 2023

Architect: OAC
Project Duration: 12 MO
Building GSF: 13,885
Site GSF: See Separate Est.

ESTIMATE SUMMARY		Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
No.	Description				
A10	Foundations	13,885	BGSF	\$22.81	\$316,740
A20	Basement Construction	13,885	BGSF	\$0.00	\$0
B10	Superstructure	13,885	BGSF	\$63.73	\$884,870
B20	Exterior Enclosure	13,885	BGSF	\$83.14	\$1,154,450
B30	Roofing	13,885	BGSF	\$27.97	\$388,341
C10	Interior Construction	13,885	BGSF	\$71.54	\$993,391
C20	Stairs	13,885	BGSF	\$1.80	\$25,000
C30	Interior Finishes	13,885	BGSF	\$20.00	\$277,700
D10	Conveying Systems	13,885	BGSF	\$0.00	\$0
D20	Plumbing	13,885	BGSF	\$15.00	\$208,275
D30	HVAC	13,885	BGSF	\$60.00	\$833,100
D40	Fire Protection	13,885	BGSF	\$8.37	\$116,225
D50	Electrical	13,885	BGSF	\$98.80	\$1,371,880
E10	Equipment	13,885	BGSF	\$1.08	\$15,000
E20	Casework & Furnishings	13,885	BGSF	\$6.81	\$94,500
F10	Special Construction	13,885	BGSF	\$0.00	\$0
F20	Selective Demolition	13,885	BGSF	\$0.00	\$0
Building Construction Subtotal					\$6,679,472
Design Contingency				15.00%	\$1,001,921
Subtotal					\$7,681,393
Contractor Mark Up (Overhead, Profit, Insurance, Bonds, B&O Tax)				7.00%	\$537,697
Subtotal					\$8,219,090
Escalation to Mid-Point - See Summary					\$0
BUILDING GRAND TOTAL		13,885	BGSF	\$591.94	\$8,219,090

Estimate excludes soft costs such as design fees, permits, testing / inspections, construction change order contingencies, loose fixtures / furnishings and sales tax.

PROJECT COST BREAKOUTS		Quantity	Unit of Measure	Unit Cost	Total Estimated Cost
Alt No.	Description				
1	Septic System				
	Additional Mobilization	1	ls	5,000.00	\$5,000
	Site Demolition & Relocation				
	Misc. Site Clearing & Grubbing	20,000	sga	1.00	\$20,000
	Site Earthwork				
	TESC (includes maintenance)	20,000	sga	0.50	\$10,000
	Grading & Excavation - Allowance	20,000	sga	2.50	\$50,000
	Landscaping				
	Seeded Lawn over Drain field	20,000	sga	0.50	\$10,000
	Sanitary Sewer				
	Septic System - Gravity Fed w/ Drain field	1	ls	\$ 100,000	\$100,000
	SUBTOTAL				\$195,000
	Contingency			20.00%	\$39,000
	Markups (Insurance, Bond, OH & P, B&O Tax)			7.00%	\$16,380
	Escalation to Midpoint (Q3, 2024)				See Summary
	TOTAL ESTIMATED CONSTRUCTION COSTS				\$250,380
2	Comm. Radio Tower				
	Electrical / Tele Comm.				
	Radio Tower	1	ls	\$ 150,000	\$150,000
	SUBTOTAL				\$150,000
	Contingency			15.00%	\$22,500
	Markups (Insurance, Bond, OH & P, B&O Tax)			7.00%	\$12,075
	Escalation to Midpoint (Q3, 2024)				See Summary
	TOTAL ESTIMATED CONSTRUCTION COSTS				\$184,575
3	PV Array				
	Electrical				
	Photovoltaic System (including roof racking systems)	125	kW	\$ 3,000	\$375,000
	SUBTOTAL				\$375,000
	Contingency			15.00%	\$56,250
	Markups (Insurance, Bond, OH & P, B&O Tax)			7.00%	\$30,188
	Escalation to Midpoint (Q3, 2024)				See Summary
	TOTAL ESTIMATED CONSTRUCTION COSTS				\$461,438
3	Battery Storage				
	Electrical				
	PV Array Battery Storage (100kW Backup Power)	1	ls	\$ 200,000	\$200,000
	SUBTOTAL				\$200,000
	Contingency			15.00%	\$30,000
	Markups (Insurance, Bond, OH & P, B&O Tax)			7.00%	\$16,100
	Escalation to Midpoint (Q3, 2024)				See Summary
	TOTAL ESTIMATED CONSTRUCTION COSTS				\$246,100

2F
7/26/22

**PROFESSIONAL
SERVICES AGREEMENT**

817-22-06

This Professional Services Agreement ("Agreement") between OAC SERVICES, INC., a Washington corporation (hereinafter referred to as "OAC") and CLALLAM COUNTY, a political subdivision of the State of Washington (hereinafter referred to as "Client") whose address is 223 E. 4th Street, Suite 12, Port Angeles, WA 98362, for the Project identified below.

This Agreement is incomplete without the following attachments:

- ✓ **Exhibit A (GENERAL CONDITIONS)**
- ✓ **Exhibit B (OAC SCOPE OF SERVICES AND FEE)**
- ✓ **Exhibit C (ADDITIONAL TERMS)**

By signing below, Client acknowledges receipt of the foregoing attachments and their incorporation herein as if fully set forth. This Agreement constitutes the entire agreement between the parties respecting its subject matter and supersedes all prior and contemporaneous commitments, negotiations, representations or agreements, whether written or oral, concerning its subject matter.

A. PROJECT:

Project Title: Clallam County & City of Port Angeles Joint Public Safety Facility

Project No. R18-200379.00

Project Address: To Be Determined

Project Description: Emergency Management Facility, 911 Dispatch Center, and Fire Station

- B. SCOPE:** OAC will perform the services described in Exhibit B (the "Services"). Client will pay for such Services as described in this Agreement, including Exhibits A and B. Additional Services will be performed at OAC's then-current hourly rates, subject to the written agreement of both parties' authorized representatives. OAC's hourly rates are subject to an annual escalation with written notice to Client.
- C. COMPENSATION:** The Services, described above, will be compensated by Client at OAC's current hourly rates up to a Not to Exceed ("NTE") price of \$109,993. If compensation is NTE, OAC will acquire written authorization from the Client prior to proceeding with additional services at OAC's then-current hourly rates on a time and expense basis or an alternative negotiated fee. Fixed Fee arrangements shall be compensated as set forth in Exhibit B.
- D. SCHEDULE:** OAC's performance assumes the following schedule: The term set forth in Exhibit B.
- E. AGREEMENT TERM:** This Agreement shall be effective upon OAC's receipt of this fully-executed Agreement and shall terminate not later than twenty-four (24) months thereafter (the "Term"), unless extended by written agreement.
- F. TERMS:** In addition to the foregoing, the Parties hereby agree to the following terms:
- (1) *Additional Terms.* The parties hereby incorporate the additional terms contained in Exhibits A, B and C set forth below, as if incorporated herein in full.
 - (2) All terms, conditions and obligations of the Agreement remain in full force and effect except as expressly modified by a fully executed change order.

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Each individual executing this Agreement on behalf of a Party warrants that he or she is authorized to bind such Party to this Agreement and its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the latter date written below

OAC Services Inc.

Todd Thiel

By: Todd Thiel

Title: Principal

Date: 07/26/2022

Clallam County

Mark Ozias

By: Mark Ozias

Title: Chairperson,
Clallam County Board of Commissioners

Date: 7/26/22

Approved as to Form:

Clallam County

Insert Name

By: _____

Title: _____

Date: _____

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EXHIBIT A
GENERAL CONDITIONS

Attached behind this cover page.

EXHIBIT A

GENERAL CONDITIONS

1. AGREEMENT

These GENERAL CONDITIONS are incorporated into and made part of the Agreement between OAC and the Client for the Project which, together with the exhibits incorporated on the first page hereof, are collectively referred to herein as "this Agreement." The titles and headings of this Agreement are nonbinding.

2. EXECUTION

Unless expressly provided otherwise, execution shall constitute OAC's authorization to proceed. The Parties agree that a photocopy or other signed copy of this Agreement is as effective as the original. The Parties also agree that this Agreement may be signed in counterparts. The Parties further agree that, for the purposes of executing this Agreement and any amendments thereto, either party, or both parties, may execute using an electronic signature authenticated using OAC's then current electronic signature systems and procedures. Both parties intend that such electronic signatures shall be considered original signatures and binding for all purposes.

3. PAYMENT

OAC will bill for performance of the Services monthly. Client will pay all charges net 30 days. OAC will charge Client interest on all past due balances at a rate of 1.5% per month. The Client shall provide payment for OAC's invoiced amount.

To the extent OAC is called upon to respond to subpoena or other legal proceedings to which OAC is not a named party, OAC will invoice Client at 1.5 times its hourly rates.

OAC may contract with subconsultants in performing the Services. Subconsultant invoices will be marked up at cost plus 10%.

OAC will bill all reimbursable expenses with a markup of 8%. Reimbursable expenses include items such as mileage and travel expenses, reproduction and photographic reproduction.

4. CHANGED CONDITIONS

This Agreement may be supplemented, amended or revised only by way of an instrument signed by both parties. Should conditions affect OAC's level of effort and/or time required change, OAC will notify Client and will, as appropriate, propose an equitable adjustment to fee and/or schedule.

5. INDEPENDENT CONTRACTOR

OAC is and will be at all times during the term of this Agreement an independent contractor and not an employee, joint venture partner, fiduciary, or associate of Client. To avoid miscommunications, all parties agree that the Client shall have sole authority to direct OAC and request additional services under this Agreement. In performing its Services, OAC is entitled to rely on the accuracy and completeness of information supplied by or through the Client.

OAC endeavors to provide continuity of services. Therefore, to the fullest extent permitted by law, Client agrees not to invite, encourage or otherwise solicit OAC employees to leave OAC's employ during the term of this Agreement and for a period of one-year thereafter.

6. TERMINATION

- a) **Termination without cause** – Any party may terminate this Agreement without cause and without liability upon seven (7) days written notice to the other of its intent to terminate without cause. The parties will deal with each other in good faith during the seven (7) day period. The Client will compensate OAC for services performed and reimbursable expenses incurred through the date of termination upon receipt of OAC's invoice.

- b) **Termination with cause** - Any party may terminate this agreement for cause effective immediately upon giving written notice of termination for cause, provided the Party has first given the other written notice of the default and a reasonable opportunity to cure. Substantial breach of a material term of this Agreement, including failure to pay a progress payment when due, constitutes cause.
- c) **Suspension of project** - To the extent the Client suspends OAC's services under this Agreement for a period of more than 30 days, Client shall compensate OAC for the services rendered prior to the suspension and, upon resumption or termination of OAC's services, Client shall compensate OAC for the costs incurred associated with the suspension and resumption. OAC endeavors to minimize such costs and therefore may, without liability and at its sole discretion, reallocate its resources including employees assigned to the Project to minimize the losses associated with the suspension.

7. INSURANCE

OAC will maintain the following standard insurance coverage and limits during performance of the services:

- a) Workers Compensation: as required by applicable statute.
- b) Commercial General Liability: \$1,000,000 per occurrence for bodily injury, including death, and property damage, and \$2,000,000 in the aggregate.
- c) Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- d) Professional liability: \$3,000,000 per claim and \$5,000,000 in aggregate.
OAC waives all claims for damages against Client to the extent that the damages are covered by insurance carried by or for the benefit of OAC. Client waives all claims for damages against OAC to the extent that the damages are covered by insurance carried by or for the benefit of the Client. Provided, however, that the foregoing waivers shall not apply to the extent that waiver of subrogation is expressly prohibited by the applicable insurance policy.
- e) Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII
- f) OAC shall furnish the Client with certificates evidencing insurance and name the Client as additional insureds, and such certificates shall evidence the insurance requirements of OAC before commencement of the work.
- g) OAC shall provide the Client with written notice of any policy cancellation within ten business days of their receipt of such notice.
- h) Failure on the part of OAC to maintain the insurance as required shall constitute a material breach of contract, upon which the Client may, after giving fifteen business 14 days notice to OAC to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Client on demand, or at the sole discretion of the Client, offset against funds due OAC from the Client.

8. OWNERSHIP OF DOCUMENTS AND LICENSE

Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature. The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

Upon completion of the Services, all documents, exhibits, digital photos, or other technical data produced by OAC and provided pursuant to this Agreement, with the exception of pre-existing intellectual property or standard details and specifications regularly used by OAC in its normal course of business, shall, upon

payment of all amounts rightfully owed by the Client to OAC, become the property of the Client, for use on the project which is the subject of this Agreement without representation as to suitability for other uses. The Client and OAC each have unlimited rights in technical data produced pursuant to this Agreement. However, any alteration of the documents or technical data, including use of the whole or part of the documents and not the whole, by the Client or by others acting through or on behalf of the Client, for purposes outside the scope of this Agreement, will be at the Client's sole risk and Client shall indemnify, defend and hold OAC harmless from any and all claims, injuries, damages, losses or expenses (including, without limitation, attorneys' fees) to the extent arising out of a use in violation of this Agreement.

9. SITE VISITS/OBSERVATIONS/SAFETY

If the Services include construction observation, OAC will visit the project site at appropriate intervals to become generally familiar with the progress and quality of the construction work being performed by the Client's general contractor (the "Contractor") and to determine if the construction work is proceeding in general accordance with the Contract Documents. OAC is not responsible for construction means, methods, techniques, sequences or procedures or for safety programs or precautions in connection with the Contractor's construction work. OAC will endeavor to keep Client informed. OAC is not responsible for the Contractor's or any third party's acts, errors, or omissions or failure to perform the construction work in accordance with the Contract Documents.

If the Services include construction management, Client acknowledges that OAC is not the controlling contractor and that overall control of the work site and site safety practices rests with the Contractor. If requested as part of its Services, OAC will review safety programs developed by the Contractor for purposes of coordinating its safety program with those of the others performing work on the Project. OAC's review and coordination shall not create liability for nor extend to OAC control over or charge of the acts or omissions of the Contractor, subcontractors, or agents or employees of them, or of any other persons performing portions of work. OAC will remain responsible for its employees on the jobsite.

If the Services include evaluations or constructability reviews of design documents prepared by others, OAC's review is in its capacity as Client's adviser and not as a design professional. Such reviews shall not include services which constitute the practice of architecture or engineering and do not relieve the authoring design professional of its responsibilities for delivering a complete and accurate design.

10. DISPUTE RESOLUTION

Any claim or dispute between the Client and OAC arising under or related to this Agreement (including, without limitation, the enforceability of this Agreement) that is not resolved by direct discussions is subject to mediation as a condition precedent to litigation. Unless the parties subsequently agree otherwise in writing, the mediation will be conducted by a mediator agreed upon by the parties. Any claim or dispute that is not resolved by mediation may be resolved by the aggrieved party bringing an action in equity or at law in a court of competent jurisdiction. Any claim or cause of action between the parties arising under, or related to this Agreement shall be brought within three (3) years of the date on which the claim or cause is discovered, or should have reasonably been discovered, and will thereafter be barred, provided that nothing herein shall be construed to extend the applicable statute of limitations.

11. NO THIRD PARTY BENEFICIARIES/NO ASSIGNMENT

Nothing contained in this Agreement shall create a contract relationship with a third party or a cause of action in favor of a third party against the Client or OAC. There are no intended third-party beneficiaries of this Agreement. Neither the Client nor OAC may assign this Agreement or any rights or obligations arising under this Agreement, either during or after performance, without the written consent of the other party. Consent may be withheld for any reason or arbitrarily. Any purported assignment in contravention of this prohibition is void. Client reserves the right to an assignment of OAC's subconsultant agreements including, without limitation, the geotechnical consultant's contract.

12. NON-WAIVER

The failure of either party to exercise any of its rights under this Agreement for a breach thereof is not deemed a waiver of any subsequent breach.

13. FORCE MAJEURE

OAC shall not be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

14. SEVERABILITY AND SURVIVAL

If any provision stated in this Agreement is held unenforceable, all remaining provisions will continue in full force and effect. Paragraphs 8, 10, 11, 12, 15 and 16 of this Agreement will survive completion of performance or the earlier termination of this Agreement.

15. VENUE

This Agreement shall be governed by the laws of the State of Washington; venue shall be in Clallam County, Washington.

16. LIMITATION OF LIABILITY

The Client agrees to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that the Client may recover against OAC (together with its owners, officers, directors, employees and consultants) to the following: the amount of proceeds available, up to a limit of \$1,000,000, at the time the damages and/or costs are paid, under OAC's insurance policy or policies applicable to the claim being made by the Client or \$1,000,000, whichever is greater. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional errors or omissions, professional malpractice, indemnity or contribution, breach of contract, and breach of expressed or implied warranty and strict liability. Notwithstanding anything to the contrary herein, this limitation applies only to the scope of work performed by OAC's geotechnical subcontractor(s) set forth in Exhibit B, hereof and shall not apply to other scope or future change orders (if any).

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EXHIBIT B
OAC SCOPE OF SERVICES AND FEE
Attached behind this cover page.

EXHIBIT "B"

PROJECT DESCRIPTION

CLALLAM COUNTY AND CITY OF PORT ANGELES

JOINT PUBLIC SAFETY FACILITY

EMERGENCY OPERATIONS CENTER / 911 DISPATCH / FIRE STATION

PHASE 2A DESIGN SERVICES

July 19, 2022

INTRODUCTION

Clallam County (County) has requested OAC Services, Inc. (OAC) prepare a scope of work and fee estimate for Phase 2A of design services associated with construction of a new Emergency Operations Center (EOC), 911 Dispatch Center, and Fire Station. The County will design and construct a roughly twenty thousand square-foot Joint Public Safety Facility (JPSF) at a site to be determined from this phase of work. The City of Port Angeles (City) will play a critical role in supporting the design and configurations of the 911 Dispatch Center and Fire Station. Both the existing EOC and 911 Dispatch are nearing the end of their useful service with respect to size/space and growth capacity. The fire station will add service and decrease response times to the western part of the city. Phase 2A design work will address master planning of the site, site civil design, geotechnical investigations, wetland delineation, and updated construction cost estimates, all necessary first steps in the design process. Our team members include Hennebery Eddy Architects, Zenovic & Associates, GeoEngineers, and Roen Associates, respectively. The areas of study addressed by this Master Planning effort are:

- Planning/Zoning analysis of the project property to establish high-level criteria for the JPSF placement on the site and associated geotechnical site work.
- Verification of County and City facilities on-site – specifically if any of these components should be rearranged from the October 2020 Pre-Design Report layout.
- Master planning design studies to assist in discussions/decision-making with the County.
- Master planning site design and documentation.

Following completion of this Phase 2A scope of work, the balance of the facility detailed design may be completed as a contract modification under a Phase 2B.

The facility will be designed and constructed as a resilient and durable building. It will provide the County and City an essential facility to conduct emergency operations in support of its citizens and constituent jurisdictions when this need arises. During times when the EOC is not activated, the EOC will be designed for flexible use including the hosting of training events, simulation exercises, and for potential use as a business teleconference facility. It will provide the City an essential facility for a larger 911 Dispatch Center serving a large area across the northern peninsula as well as a west side fire station. The building is proposed to consist of a single story with a mechanical penthouse. The estimated construction cost for the building is \$10.36 Million in 2021 dollars. As an essential facility, the building and supporting infrastructure will be designed to Risk Category IV requirements, providing the ability to be immediately operational after a disaster event, allowing for County and City continuity of operations.

In Phase 1, a pre-design report of an initial conceptual design for a combined EOC/911 Center/Fire Station proposed to be located at 2417 W 19th Street was completed by OAC and documented in the Joint Public Safety Building Pre-Design Report dated October 2020 (Report). This report is the basis for the scope of work identified here. The work is further described below.

(A) SCOPE OF SERVICES:

Included in this scope of work are the anticipated assumptions and exclusions. The noted scope includes Phase 2A design consisting of project management, master planning, civil engineering, and geotechnical engineering services.

OAC will provide overall management of the Phase 2A design of the project. During this phase, our services will include master planning of the site considering relocating or rearranging the three 'modules' as noted in the Report. In the Report, the EOC is planned for the east side of the property.

Master planning efforts will include consultation with the County and City to gather input and needs associated with siting the building on the property. Additionally, land use analysis will be completed including coordination of zoning constraints, limits, and permissions, to be addressed with the County planning department and other departments as required. Additional detail is provided below:

1. **Planning/Zoning Documentation services** consisting of preparing a high-level planning/zoning analysis and summary documentation for use in preparation of a summary report. The planning/zoning analysis will include high-level criteria to support master planning of the general building and site work placement.
2. Master Planning services consisting of design and documentation for a two-step process with the County and City.
 - Step 1: Provide up to two (2) conceptual master plan site sketches showing general potential JPSF and site locations within the property for discussion with the County and City to determine their preferred option.
 - Step 2: Develop the preferred option to a level that meets established planning/zoning criteria.

This phase includes two virtual meetings with the County, and City as required, to review conceptual master plan options and the preferred master plan design. This phase also includes meeting preparation time and ongoing informal coordination with the County and City.

The proposed Master Planning will essentially provide the County the ability to shape how the subject property should be arranged so it retains the best potential use for both the County and City. With a master plan determined, the scheduling of site development can be more flexible and more predictable in how it will occur. The master plan will allow for a more predictable and more effective development of the site, reducing operational impacts for potential phased construction and identifying possible efficiencies for layout and associated infrastructure. Two initial site plan configurations will be developed with one selected for refinement to become the basis of schematic design.

The geotechnical investigation will include a preliminary screening of up to four (4) sites, selected by the County. Review of existing publicly available geotechnical data, including hazard maps, will be the basis for screening. A site visit to observe existing conditions will be conducted and a report with recommended final site selection will be developed. Once the preferred site is determined, site exploration of multiple locations around the preferred site and a full geotechnical report of the site addressing soil properties, seismic parameters, and structural design criteria for foundations among other elements, will be completed. Site exploration will consist of typical deep drilled borings. An infiltration study will be conducted in Phase 2B after the site is determined to be suitable and selected for development.

A high-level wetland delineation will be performed to understand constraints of the preferred site. The delineation efforts will include a review of previously published data, a site visit to assess wetland boundaries and stream ordinary high water, and a report summarizing the high-level findings.

The cost estimate developed in the Report will be updated to reflect current industry information on construction costs. Construction is anticipated to start in Q2 or Q3 of 2023.

DELIVERABLES:

The following deliverables will be submitted:

- Phase 2A Summary Report (8.5x11 – PDF)
 - Includes Planning/Zoning and Master Plan Design Summary
- Master Site Plan (11x17 – PDF)
 - Preferred Option (basic site components, locations, access points/circulation, and proposed property lease line).
- Geotechnical Report (8.5x11 – PDF)
- Wetland Memo (8.5x11 – PDF)
- Updated Cost Estimate (8.5x11 – PDF)

ASSUMPTIONS:

General

- The scope of work noted will produce design criteria to be used in Phase 2B, the balance of the detailed design. Phase 2B, may follow as an amendment to this scope of work.
- Digital photography will be an acceptable form of photo documentation of the project.
- County will provide OAC all available existing site information.
- OAC will attend (2) two virtual engagement meetings with the County, including the City as required. Each meeting will be scheduled for (2) two hours, not including preparation and follow up. Additional meetings can be arranged in accordance with our standard rate sheet.
- (1) One round of review comments will be anticipated following the development of (2) two site sketches. All comments will be compiled by the County team prior to delivery to OAC. No comments are anticipated following the refinement of the preferred site plan.
- OAC will generate meeting minutes for each of the engagement meetings, documenting items such as decisions made, action items, etc.
- Schedule is based on readily available participation of County Planning departments to address questions and provide clarification on Land Use elements.
- The facility design is predicated on information developed by OAC in the Report.
- LEED certification requirements or goals for this project, if applicable, will be identified during Phase 2B.
- Only services noted within this scope of work are included.
- No permitting is required for the geotechnical exploration phase on site.
- Additional services or design efforts beyond this scope of work can be negotiated per the general rate schedule effective at the time of the request.

Architectural

- Land Use Analysis will include zoning, infrastructure, and major site work requirements.
- The planning/zoning analysis will be high level, and as such, does not include detailed information or information related to planning review processes. These may be included as an Additional Service, if needed; or may become part of Phase 2B.

- We have assumed no formal meetings with the jurisdiction will be required. As such, time for jurisdiction meeting preparation and participation is beyond this scope of work.

Civil

- Attend 2 remote (video conference) team design meetings.
- Refined site plan to be final Conceptual site plan for use in Schematic Design under Phase 2B.
- Final Conceptual site plan to include location of building, parking and access, utility locations, stormwater mitigation facilities and conveyance system, sized based upon information noted in the Report.
- Preliminary sizing of stormwater facilities based on assumed soil conditions from available soil reports for the area. Sizing may be adjusted based on results of onsite soil testing by others.
- Final sizing of utilities to be completed in Phase 2B.

Geotechnical

- Review readily available published geologic data and our relevant in-house files for existing information on subsurface conditions in the project vicinity.
- Coordinate preliminary locations for explorations with Clallam County staff and contact the "One-Call" Utility Notification Center, as required by Washington State law. OAC team representatives will delineate and mark the exploration dig area and GeoEngineers will submit the One-Call ticket. We also understand an onsite utility locate will be performed to locate and identify all onsite utilities. GeoEngineers will not be liable for damage to underground utilities that are not marked during the utility locating process.
- During site screening, explore shallow subsurface conditions utilizing handheld tools as required to aid understanding of the existing near surface geotechnical conditions.
- Explore subsurface conditions by advancing up to six borings for a total of 150 lineal feet of drilling using subcontracted equipment and operator. If consistently dense soil conditions are encountered, we plan to terminate borings at shallower depths. Our field representative will continuously monitor the drilling activities, maintain a log of subsurface conditions, and collect representative soil samples generally at 2.5- to 5-foot intervals.
- Based on the results of our explorations, provide an email discussing geotechnical feasibility of the proposed development. We will discuss suitability of the site for shallow foundations, clearing/stripping considerations, earthwork and suitability of soil for re-use on site and other issues that may be relevant to feasibility.
- Conduct geotechnical laboratory testing on selected soil samples. We anticipate laboratory testing will include particle size gradation analyses and moisture content determinations.
- Provide geotechnical seismic design information in accordance with 2018 International Building Code (IBC) criteria and discuss our opinion on the potential for surface rupture, liquefaction and lateral spreading at the site. We have not budgeted to complete a quantitative liquefaction and lateral spreading analysis. Should the initial screening determine this to be necessary, the analysis will be performed as additional services.
- Provide recommendations for site preparation and earthwork. We will discuss temporary erosion and sedimentation controls, temporary and permanent cut slopes, fill placement and compaction requirements, wet weather considerations, groundwater handling and site drainage.
- Provide recommendations for shallow spread footing design, including foundation bearing surface preparation, allowable soil bearing pressure, lateral resistance values and estimates of settlement.
- Provide design considerations for slab-on-grade design, including subgrade preparation, modulus of subgrade reaction and capillary break thickness and materials.
- Provide recommended active, passive and at-rest lateral earth pressures for retaining walls and below-

grade structures. We will also provide recommendations for seismic surcharge pressures and drainage criteria.

- Provide a discussion of suitability of site soils for stormwater infiltration, including preliminary estimates of long-term design infiltration rates based on laboratory sieve analysis results and the criteria described in the SWMMWW. Depending on the soil conditions observed and the infiltration facilities planned, these preliminary estimates may not be suitable for design; additional testing may be required to verify estimated rates for design.
- Provide layer thickness recommendations for asphalt concrete pavement (ACP) and Portland cement concrete pavement (PCCP) design sections, including subgrade preparation. We will include typical pavement sections for heavy and light traffic areas based on our experience.
- Prepare a written geotechnical report presenting our findings, conclusions, and recommendations. Our report will include a project site plan showing approximate locations of explorations, summary exploration logs, laboratory test results and appropriate engineering figures.

Wetland Delineation

- Site access will be provided
- Project description will be provided by Client
- Field work assumed to be completed in a single
- Wetland memo will be suitable for master planning only. Future efforts may be required for permitting.
- Final scope and assumptions to be determined following selection of preferred site. Scope and fee to be amended as required based on preferred site-specific needs.
- Fee estimate provide is a placeholder.

SCHEDULE:

The following is a conceptual schedule to be modified or adjusted with input from the County.

Initial Notice to Proceed (NTP)	Week of August 1 st
Initial Site Screening & Summary Report	4 Weeks after NTP
Geotechnical Exploration	8 Weeks after NTP
Geotechnical Report	4 Weeks after Geotechnical Exploration
Phase 2A Master Planning Summary Report	6 Weeks after Initial Site Screening
Wetland Memo	6 Weeks after Initial Site Screening

For scheduling, geotechnical investigations and wetland delineations may be independent of the master planning effort and may have schedule cross over with Phase 2B, the balance of the detailed design.

FEE

OAC shall complete the above-described work for a fee not to exceed the following, which does not include reimbursable expenses and does not include sales tax:

Phase 2A (Hourly, NTE)	
Project Management	\$14,150
Master Planning	\$26,510
Site Civil	\$6,050
Geotechnical	\$55,660
Wetland Delineation (placeholder)	\$5,225
Cost Estimating	\$2,398
Total	\$109,993

If the parties agree to any additional services that are not included within the scope of work set out above, such additional services will be provided at the following rates with annual escalation, upon written approval from the County. Annual escalation of 5% will be applied January 1st of each year. Standard Rates are below and attached.

OAC

<u>Title/Role</u>	<u>2022 Rate</u>
VP, Principal	\$250
Project Director	\$210
Senior Architect	\$195
Architectural Designer	\$185
Project Controls Specialist	\$140
Senior Project Coordinator	\$140

Hennebery Eddy Architects

<u>Title/Role</u>	<u>Position</u>	<u>2022 Rate</u>
Principal	HEA 7 – HEA 9	\$ 195-290
Project Manager	HEA 4 – HEA 8	\$ 135-270
Project Architect	HEA 3 – HEA 7	\$ 120-240
Architect	HEA 3 – HEA 5	\$ 120-185
Historic Preservation Architect	HEA 3 – HEA 9	\$ 120-290
Historic Preservation Specialist	HEA 1 – HEA 5	\$ 95-185
Interior Designer	HEA 1 – HEA 7	\$ 95-240
Design Staff	HEA 1 – HEA 4	\$ 90-155
Administrative	HEA A	\$ 90

Schedule of Charges - 2022

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff

Staff 1 Scientist	\$ 120/hour
Staff 1 Engineer	\$ 127/hour
Staff 2 Scientist	\$ 138/hour
Staff 2 Engineer	\$ 145/hour
Staff 3 Scientist	\$ 158/hour
Staff 3 Engineer	\$ 164/hour
Scientist 1	\$ 182/hour
Engineer 1	\$ 188/hour
Scientist 2	\$ 188/hour
Engineer 2	\$ 193/hour
Senior Engineer/Scientist 1	\$ 210/hour
Senior Engineer/Scientist 2	\$ 231/hour
Associate	\$ 246/hour
Principal	\$ 266/hour
Senior Principal	\$ 293/hour

Technical Support Staff

Administrator 1	\$ 86/hour
Administrator 2	\$ 98/hour
Administrator 3	\$ 112/hour
CAD Technician	\$ 110/hour
CAD Designer	\$ 126/hour
CAD Design Coordinator	\$ 145/hour
GIS Analyst	\$ 145/hour
Senior GIS Analyst	\$ 160/hour
GIS Coordinator	\$ 180/hour
*Technician	\$ 93/hour
*Senior Technician	\$ 112/hour
*Lead Technician	\$ 120/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-half times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Sparging Field Test, per day	\$	100.00
Air/Vapor Monitoring Equipment (PID, 5-Gas Meter), per day	\$	100.00
Asbestos Sample Kit	\$	25.00
Blastmate, per day	\$	100.00
D&M Sampler, per day	\$	80.00
DO (Dissolved Oxygen) Kit	\$	20.00
Dynamic Cone Penetrometer, per day	\$	40.00
E-Tape (Electric Tape), per day	\$	25.00
Field Data Acquisition Equipment	\$	50.00
Field Gear / Reconnaissance, per day	\$	50.00
Gas Detection Meters, per day	\$	100.00
Generator, per day	\$	100.00
Groundwater Pressure Transducer w/ Datalogger, per day	\$	50.00
Groundwater Pressure Transducer w/ Datalogger, per week	\$	200.00
Hand Auger, per day	\$	20.00
Inclinometer Probe, per day, 1/2 day minimum	\$	200.00
Interface Probe, per day	\$	50.00
Iron Test Kit	\$	20.00
Laser Level, per day	\$	50.00
Low Flow Groundwater Sampling Equipment, per day	\$	225.00
Multiparameter Water Quality Meter, per day	\$	80.00
Nuclear Density Gage, per hour, 1/2 day minimum	\$	10.00
Peristaltic Pump, per day	\$	50.00
pH Probe, per day	\$	15.00
PID, FID or OVA, per day	\$	100.00
Saximeter, per day	\$	50.00
Scuba Diving Gear, per day/per diver	\$	250.00
Shallow Soil Exploration Equipment, per day	\$	50.00
Soil Field Screening Equipment, per day	\$	15.00
Soil Sample Kit	\$	15.00
Steam Flow Meter, per day	\$	15.00
Strain Gauge Readout Equipment, per day	\$	50.00
Surface Water Flow Meter, per day, 1/2 day minimum	\$	50.00
Surface Water Quality Monitoring Equipment, per day	\$	50.00
Turbidity Meter, per day	\$	30.00
Vehicle usage, per mile, or \$30/half-day, whichever is greater	\$	0.65

Specialized and miscellaneous field equipment, at current rates, list available upon request.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

Per diem may be charged in lieu of subsistence and lodging.

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

Associated Project Costs (APC)

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges. These charges are labeled as Associated Project Costs (APC).

All rates are subject to change upon notification.

EXHIBIT C
Additional Terms
Attached behind this cover page.

Exhibit C – Additional Terms

In addition to the foregoing terms, during the performance of this Agreement, OAC, for itself, its assignees and successors in interest (herein referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to: Withholding of payments to the contractor under the contract until the contractor complies, and/or; Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

7. Indemnification.

OAC Indemnity. Except for claims arising between the Client and the City of Port Angeles, OAC shall indemnify but not defend, the Client, their officers, officials, and employees from any and all third party claims liabilities, damages, losses or expenses (including, without limitation, attorneys' fees) to the extent arising out of or in connection with the OAC's and/or its subcontractor's negligent performance of this Agreement.

OAC Defense & Indemnity. To the extent of third party claims which arise out of the provision of services other than professional services, contractor shall defend and indemnify the Client, their, its officers, officials, and employees from any and all third party claims, liabilities, damages, losses or expenses (including, without limitation, attorneys' fees) to the extent arising out of the contractor's performance of this Agreement, except to the extent caused by the actions or inactions of third parties. This provision does not apply to claims arising between the Client and the City of Port Angeles.

OAC Title 51 Waiver. It is further expressly agreed that for purposes of the foregoing indemnity obligations, contractor waives its immunity from employees' claims under Industrial Insurance, Title 51 RCW, solely and exclusively for the purposes of effectuating this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section 7 shall survive expiration or termination of this Agreement.

County Indemnity. The County agrees to indemnify contractor, its officers, directors, shareholders, and employees from any and all third party claims, liabilities, damages, losses or expenses (including, without limitation, attorneys' fees, costs and/or claims from the City of Port Angeles) to the extent arising out of or in connection with the County's performance under this Agreement, except to the extent caused by the negligence of contractor or its subconsultants of any tier.

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MANAGEMENT AGREEMENT

JOINT PUBLIC SAFETY FACILITY PROJECT

City of Port Angeles and Clallam County, Washington

This Management Agreement (Agreement) is made and entered into by and between the City of Port Angeles (City), a code city and municipal corporation of the state of Washington and Clallam County (County), a political subdivision of the state of Washington. For and in consideration of the performance to be rendered under the terms of this Agreement, the Parties hereby recite, and agree as follows:

WHEREAS, In early 2019 and thereafter The Parties, having recognized a critical need to create adequate physical space to securely house the operations of expanding public safety functions, jointly began a project to design and construct a new public facility. More specifically, the City and County elected to jointly undertake a project that would provide a new Joint Public Safety Facility (JPSF) to house the City's 911 telephone answering point and public safety communications and dispatching facility known as PenCom, and the County's Emergency Management Department including an emergency operations center (EOC). The project also planned for sufficient site space to eventually house a West Side City Fire Station. The City and County elected to jointly undertake this project in order to allow PenCom and the County's EOC to be relocated to a facility providing sufficient operational space in a location that is physically secure and seismically robust while minimizing cost to local taxpayers.

WHEREAS, Upon initiation of the project, the City, with the County's consent, assumed initial leadership of the project by contracting for and managing, with ongoing County input, the first phase of the project known as "Conceptual Design" (project Phase I). This initial effort produced a "Preliminary Design Report" providing a tentative site layout and building floor plan, along with an estimate of building construction costs. Based on the results of Phase I, the City and County elected in the fall of 2021 to move forward with the project.

WHEREAS, The Parties recognize that as the project moves into its second phase, known as "Detailed Design" (project Phase II), it will require commitment of substantially more project management resources to assure continued progress with optimal efficiency. At their joint meeting on May 23, 2022, the City and County's legislative bodies agreed that the County, with ongoing input from the City, would assume leadership for the project's Detailed Design phase, including providing the services of a professional project manager to oversee and direct the project's cost, scope and schedule.

WHEREAS, The purpose of this Agreement is to assure JPSF project responsibilities for Phase II are clearly stated and mutually understood. More specifically, the goal of this Agreement is to clearly outline relationships, responsibilities, and communication expectations between the City and County with regard to Phase II of the JPSF project, and thereby reduce delays caused by multiple decision-making entities, and avoid duplication of effort. For purposes of this Agreement, Phase II means and includes the tasks and deliverables described in "Exhibit A" that is attached hereto and incorporated herein by this reference, and subsequent schematic design, design development, and construction documentation preparation activities, the details of which will be

negotiated with the project architectural and engineering firm during the fourth quarter of calendar year 2022, and which can be reduced to writing and made part of this Agreement in the future.

WHEREAS, The Parties recognize and agree that this Agreement addresses only Phase II of the project, and that Phase II is divided into two subparts, Phase IIA and Phase IIB. Phase IIA involves primarily the identification and selection of the JPSF construction site, and Phase IIB primarily involves the detailed design process to culminate in the creation of schematic design and permitting and construction documentation.

WHEREAS, The Parties recognize and agree that time is of the essence regarding the site selection process and the design process described herein. Both Parties agree to evaluate and respond to requests for information and requests for input and/or decisions in the shortest amount of time practicable but in no instance shall responses to requests for input and/or information exceed the time limitations set forth in Section A (7) below.

NOW THEREFORE, The City and County agree to undertake the development of the JPSF as a joint enterprise subject to the restraints and conditions described below:

A. Responsibilities of the County and City Jointly

1. The City and County will to the extent practical, equally participate in and contribute to decisions affecting JPSF final design and cost of construction. Neither Party will unreasonably withhold its approval of a proposal affecting construction site selection, design activities or construction actions presented by the other Party;
2. The City and County will jointly participate in the ranking and selection of the JPSF construction site;
3. The City and County will jointly participate in overall detailed design process with the City being provided monthly opportunities to make input to that process through the JPSF Project Manager. Furthermore, the City will be provided opportunity at the beginning of each phase of detailed design (schematic design, design development, and construction documentation preparation) to provide design input, such as floor plan, and building interior specifications input to the JPSF Project Manager for those portions of the JPSF that PenCom and any other City activities will occupy. In similar fashion, the City will be given opportunity at the conclusion of each phase of detailed design to review and approve completed design work applicable to the JPSF spaces City activities will occupy;
4. The County and the City legislative bodies may meet jointly, if they so choose, when full project briefings are provided at the start of the schematic design phase, the start of the design development phase, and the end of the construction documentation preparation phase of the project;
5. At the conclusion of project Phase II activities, the County and City will assess the practicality of proceeding to Phase III, JPSF construction, and if so, and if an election is made to proceed, how Phase III will be managed. Phase III is not subject to this agreement;

6. The County and the City each agree that they will endeavor to respond to any information or decision requests made by the other Party within forty-eight (48) hours of receipt of the request, but in no instance shall said response be in excess of 96 hours with the following exception. In those instances involving a request for input to the design process, where it is, or should be, reasonably contemplated that a necessary design decision will significantly impact useability or utility of occupied space(s) or reasonably appears that it will alter the project cost by more than \$25,000, then the party, from whom input is requested, shall respond in no more than 10 calendar days. If the party from whom information or input is requested fails to provide the requested information or input within the time limits in this paragraph, after being afforded an opportunity to do so, it shall be deemed that the Party has waived said opportunity to make input;
7. The County and the City each hereby identify to the other, in writing, the identity of their respective JPSF project managers empowered to make and communicate project decisions to the other Party.

For Clallam County:

Ron Cameron
Clallam County Undersheriff
JPSF Project Director

Dale Jackson
Jackson & Associates
JPSF Project Manager

For the City of Port Angeles:

Nathan West
City Manager
JPSF Project Manager

Brian Smith
Police Chief

8. The County and City shall be responsible for their respective obligations regarding any record retention requirements under this agreement, Public Records Act requests served on either party shall be immediately relayed to the other Party's Public Records Officer so the Parties may quickly and adequately respond to such request;

B. Responsibilities of the County

1. The County shall be responsible for funding fifty (50) percent of the cost, if any, to acquire and improve real property utilized as a construction site for the JPSF. The County shall also be responsible for the cost of that portion of the Phase II JPSF project work devoted to the design of the project's Emergency Management (including Emergency Operations Center or EOC) module and reasonably allocated exterior spaces, provided, however, that notwithstanding any other provision of this Agreement, the County's monetary obligation under this Agreement is not to exceed without prior authorization of the Clallam County Board of Commissioners, \$1,000,000 (\$650,000 design, and \$350,000 real property acquisition) for all Phase II work.

2. The County will manage through its Project Director and Project Manager, JPSF project cost, scope and schedule during Phase II and enter into contract with a licensed architectural and engineering firm (hereinafter "project A&E firm") to produce a detailed design for the JPSF (schematic design, design development and construction documentation preparation) sufficient to allow solicitation of contractor bids for construction and to proceed with actual construction of the facility;
3. The County represents that it has retained either as a regular employee, and or through execution of a personal services contract, and will provide the services of a professional project manager (hereinafter "Project Manager") throughout Phase II of the project. The County and/or its designated Project Manager or Project Director shall be the only person(s)/entity to give directions to the project A&E firm;
4. The Clallam County Board of Commissioners (CCBoC) is the only entity that will give directions to the JPSF Project Manager, or *Project Director*. Clallam County will however, to the extent practical and without causing project delays, provide project information updates to the City through its City Manager or his designee and through joint meetings with the City Council, and seek input from the City in the same manner;
5. The County shall ensure that any design firm or individual retained to provide detailed design work is properly licensed, bonded and insured to perform the work described;
6. The County, via the Project Manager, will develop, maintain and oversee execution of a detailed Project schedule that identifies major project tasks and key decision milestones, and will generally manage performance of project Phase II activities;
7. The County's Project Director will to the extent practical, provide both the City and the County with the same project related status information at the same time, and will provide copies of the Project Manager's monthly reports to the City when received by the County;
8. Several locations will be considered potential construction sites for the JPSF. The County will provide the City with a suitability/feasibility analysis addressing each site that includes but is not necessarily limited to: geotechnical screening results, availability of infrastructure, title report reviews, anticipated cost of parcels, estimated costs of any additional required infrastructure, cost of eliminating or mitigating encumbrances, cost of securing fiberoptic/broadband service, and discussion of proximity to Fairchild International Airport;
9. The County's Project Manager will be responsible for soliciting tribal consultations, application for State SHPO review, and preparation of SEPA review requests for the site ultimately selected for construction of the JPSF;
10. Each Party will invite the other to participate in all JPSF public involvement activities it undertakes in regard to the JPSF. Each Party will endeavor to provide to the other Party a copy of any press release it intends to make at least twenty-four (24) hours prior to making the release.

C. Responsibilities of the City

1. The City shall be responsible for funding fifty (50) percent of the cost, if any, to acquire and improve real property utilized as a construction site for the JPSF. The City shall also be responsible for the cost of that portion of the Phase II JPSF project work devoted to the design of the project's PenCom module and reasonably allocated exterior spaces, provided, however, that notwithstanding any other provision of this Agreement, the City's monetary obligation under this Agreement is not to exceed without prior authorization of the Port Angeles City Council, \$1,000,000 (\$650,000 design, and \$350,000 real property acquisition) for all Phase II work.
2. The City and the County have agreed that the site selected shall provide adequate and feasible area for construction of a fire station in the future, but the design of a fire station will not be included in the detailed design produced under Phase II of the JPSF project;
3. The City agrees to reimburse the County for all expenses the County incurs for design activities that are allocated to design of the JPSF components that will be utilized or occupied by PenCom or other City activities within thirty (30) days of receipt from the County of billing for said expenses.

D. Dispute Resolution

Recognizing the possibility for possible disputes to arise between the County and City, the Parties agree to the following dispute resolution procedures:

In the event of any dispute concerning the terms of this Agreement, the application or interpretation of the terms, or the breach thereof, the Parties agree to make good faith efforts to resolve such dispute through direct discussions. The parties recognize that time is of the essence in performance of this agreement and that any disputes should be resolved as quickly as feasible. For that purpose, the Parties agree that the City's representatives for dispute resolution shall be the City Manager or his designee and the Mayor, and the County's shall be one Commissioner and *the County's Project Director*. Within 5 business days after a dispute or question is identified, the representatives shall meet in person to discuss the issue and attempt to resolve it. In the event that the representatives need to collect additional information or there is another reason to adjourn the meeting to a later time, the representatives shall reconvene within 5 business days.

If such efforts are unsuccessful, the Parties agree to submit the issue(s) to mediation on an expedited basis. The mediator shall be selected by agreement of the Parties. All fees and expenses for the mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

In the event the Parties are unable to reach mutual agreement through the process described above, including the selection of a mediator, either Party may file an action in Clallam County Superior Court seeking any legally appropriate remedy to resolve the conflict between the

Parties. Either Party may request the court to expedite hearing on the issue(s) presented, and each Party agrees not to unreasonably object to such a request.

Each Party shall be responsible for its own costs, including any attorney fees, in any such action.

E. Termination

1. **For Public Convenience.** Either Party may terminate this agreement upon 30 days written notice to the other Party whenever the County or the City determines, in their sole discretion, that such termination is in the interests of the County or is in the interests of the City.
2. **Termination Due to Insufficient Funds.** If sufficient funds for performance under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, either Party may terminate this contract upon five (5) days written notice to the other Party.
3. **Termination for Breach.** If either Party defaults by failing to perform any of the obligations of this Agreement, the other Party may immediately upon written notice to the other Party, terminate this Agreement.
4. **Termination for lack of agreement.** This Agreement contemplates agreement of the Parties in Phase IIA and IIB regarding site location and final design details to be contained in final design and construction documents. In the event that the Parties cannot agree upon these details, either party may terminate this Agreement upon five (5) days written notice to the other party.

F. Indemnification and Insurance

The Parties agree that each is an independent public entity and that nothing in this agreement shall make one the partner, agent, representative, or employee of the other for any purpose. Each Party remains solely and entirely responsible for the acts of its respective staff performing services for the other Party under this Agreement.

Each Party to this MOU shall indemnify, defend, and hold harmless the other Party and its officers, employees, agents, and volunteers from and against any and all claims, damages, demands, actions, lawsuits, liens, liabilities, penalties, fines, or other such proceedings including without limitation, for personal injuries, loss of life or property damage (collectively "Claims") arising directly from the indemnifying Party's acts or omissions. Provided, however, that the indemnifying Party's obligation under this provision will not extend to claims or damages arising out of the sole negligence of the other Party.

Parties agree to obtain and maintain in full force and effect, insurance in sufficient amounts and scope of coverage during the term of this Agreement, and/or coverage through membership in a self-insured risk pool, including (without limitation) general liability, officer and public officials' errors and omissions, property, casualty and fire.

G. Entire Agreement

This written document, including any exhibits, constitutes the entire Agreement, supersedes all prior written or oral understandings, and may only be amended or added to by a written amendment executed by both parties.

By: 

City Manager
City of Port Angeles

Date: 10/18/2022


Chairperson

Board of Commissioners
Clallam County Washington

Date: 10-4-2022

APPROVED AS TO FORM

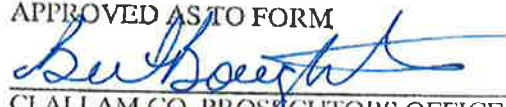

CLALLAM CO. PROSECUTORS OFFICE
DATE: 9/28/22

EXHIBIT "B"

PROJECT DESCRIPTION

CLALLAM COUNTY AND CITY OF PORT ANGELES

JOINT PUBLIC SAFETY FACILITY

EMERGENCY OPERATIONS CENTER / 911 DISPATCH / FIRE STATION

PHASE 2A DESIGN SERVICES

July 19, 2022

INTRODUCTION

Clallam County (County) has requested OAC Services, Inc. (OAC) prepare a scope of work and fee estimate for Phase 2A of design services associated with construction of a new Emergency Operations Center (EOC), 911 Dispatch Center, and Fire Station. The County will design and construct a roughly twenty thousand square-foot Joint Public Safety Facility (JPSF) at a site to be determined from this phase of work. The City of Port Angeles (City) will play a critical role in supporting the design and configurations of the 911 Dispatch Center and Fire Station. Both the existing EOC and 911 Dispatch are nearing the end of their useful service with respect to size/space and growth capacity. The fire station will add service and decrease response times to the western part of the city. Phase 2A design work will address master planning of the site, site civil design, geotechnical investigations, wetland delineation, and updated construction cost estimates, all necessary first steps in the design process. Our team members include Hennebery Eddy Architects, Zenovic & Associates, GeoEngineers, and Roen Associates, respectively. The areas of study addressed by this Master Planning effort are:

- Planning/Zoning analysis of the project property to establish high-level criteria for the JPSF placement on the site and associated geotechnical site work.
- Verification of County and City facilities on-site – specifically if any of these components should be rearranged from the October 2020 Pre-Design Report layout.
- Master planning design studies to assist in discussions/decision-making with the County.
- Master planning site design and documentation.

Following completion of this Phase 2A scope of work, the balance of the facility detailed design may be completed as a contract modification under a Phase 2B.

The facility will be designed and constructed as a resilient and durable building. It will provide the County and City an essential facility to conduct emergency operations in support of its citizens and constituent jurisdictions when this need arises. During times when the EOC is not activated, the EOC will be designed for flexible use including the hosting of training events, simulation exercises, and for potential use as a business teleconference facility. It will provide the City an essential facility for a larger 911 Dispatch Center serving a large area across the northern peninsula as well as a west side fire station. The building is proposed to consist of a single story with a mechanical penthouse. The estimated construction cost for the building is \$10.36 Million in 2021 dollars. As an essential facility, the building and supporting infrastructure will be designed to Risk Category IV requirements, providing the ability to be immediately operational after a disaster event, allowing for County and City continuity of operations.

In Phase 1, a pre-design report of an initial conceptual design for a combined EOC/911 Center/Fire Station proposed to be located at 2417 W 19th Street was completed by OAC and documented in the Joint Public Safety Building Pre-Design Report dated October 2020 (Report). This report is the basis for the scope of work identified here. The work is further described below.

(A) SCOPE OF SERVICES:

Included in this scope of work are the anticipated assumptions and exclusions. The noted scope includes Phase 2A design consisting of project management, master planning, civil engineering, and geotechnical engineering services.

OAC will provide overall management of the Phase 2A design of the project. During this phase, our services will include master planning of the site considering relocating or rearranging the three 'modules' as noted in the Report. In the Report, the EOC is planned for the east side of the property.

Master planning efforts will include consultation with the County and City to gather input and needs associated with siting the building on the property. Additionally, land use analysis will be completed including coordination of zoning constraints, limits, and permissions, to be addressed with the County planning department and other departments as required. Additional detail is provided below:

1. Planning/Zoning Documentation services consisting of preparing a high-level planning/zoning analysis and summary documentation for use in preparation of a summary report. The planning/zoning analysis will include high-level criteria to support master planning of the general building and site work placement.
2. Master Planning services consisting of design and documentation for a two-step process with the County and City.
 - Step 1: Provide up to two (2) conceptual master plan site sketches showing general potential JPSF and site locations within the property for discussion with the County and City to determine their preferred option.
 - Step 2: Develop the preferred option to a level that meets established planning/zoning criteria.

This phase includes two virtual meetings with the County, and City as required, to review conceptual master plan options and the preferred master plan design. This phase also includes meeting preparation time and ongoing informal coordination with the County and City.

The proposed Master Planning will essentially provide the County the ability to shape how the subject property should be arranged so it retains the best potential use for both the County and City. With a master plan determined, the scheduling of site development can be more flexible and more predictable in how it will occur. The master plan will allow for a more predictable and more effective development of the site, reducing operational impacts for potential phased construction and identifying possible efficiencies for layout and associated infrastructure. Two initial site plan configurations will be developed with one selected for refinement to become the basis of schematic design.

The geotechnical investigation will include a preliminary screening of up to four (4) sites, selected by the County. Review of existing publicly available geotechnical data, including hazard maps, will be the basis for screening. A site visit to observe existing conditions will be conducted and a report with recommended final site selection will be developed. Once the preferred site is determined, site exploration of multiple locations around the preferred site and a full geotechnical report of the site addressing soil properties, seismic parameters, and

structural design criteria for foundations among other elements, will be completed. Site exploration will consist of typical deep drilled borings. An infiltration study will be conducted in Phase 2B after the site is determined to be suitable and selected for development.

A high-level wetland delineation will be performed to understand constraints of the preferred site. The delineation efforts will include a review of previously published data, a site visit to assess wetland boundaries and stream ordinary high water, and a report summarizing the high-level findings.

The cost estimate developed in the Report will be updated to reflect current industry information on construction costs. Construction is anticipated to start in Q2 or Q3 of 2023.

DELIVERABLES:

The following deliverables will be submitted:

- Phase 2A Summary Report (8.5x11 – PDF)
 - Includes Planning/Zoning and Master Plan Design Summary
- Master Site Plan (11x17 – PDF)
 - Preferred Option (basic site components, locations, access points/circulation, and proposed property lease line).
- Geotechnical Report (8.5x11 – PDF)
- Wetland Memo (8.5x11 – PDF)
- Updated Cost Estimate (8.5x11 – PDF)

ASSUMPTIONS:

General

- The scope of work noted will produce design criteria to be used in Phase 2B, the balance of the detailed design. Phase 2B, may follow as an amendment to this scope of work.
- Digital photography will be an acceptable form of photo documentation of the project.
- County will provide OAC all available existing site information.
- OAC will attend (2) two virtual engagement meetings with the County, including the City as required. Each meeting will be scheduled for (2) two hours, not including preparation and follow up. Additional meetings can be arranged in accordance with our standard rate sheet.
- (1) One round of review comments will be anticipated following the development of (2) two site sketches. All comments will be compiled by the County team prior to delivery to OAC. No comments are anticipated following the refinement of the preferred site plan.
- OAC will generate meeting minutes for each of the engagement meetings, documenting items such as decisions made, action items, etc.
- Schedule is based on readily available participation of County Planning departments to address questions and provide clarification on Land Use elements.
- The facility design is predicated on information developed by OAC in the Report.
- LEED certification requirements or goals for this project, if applicable, will be identified during Phase 2B.
- Only services noted within this scope of work are included.
- No permitting is required for the geotechnical exploration phase on site.
- Additional services or design efforts beyond this scope of work can be negotiated per the general rate schedule effective at the time of the request.

Architectural

- Land Use Analysis will include zoning, infrastructure, and major site work requirements.
- The planning/zoning analysis will be high level, and as such, does not include detailed information or information related to planning review processes. These may be included as an Additional Service, if needed; or may become part of Phase 2B.
- We have assumed no formal meetings with the jurisdiction will be required. As such, time for jurisdiction meeting preparation and participation is beyond this scope of work.

Civil

- Attend 2 remote (video conference) team design meetings.
- Refined site plan to be final Conceptual site plan for use in Schematic Design under Phase 2B.
- Final Conceptual site plan to include location of building, parking and access, utility locations, stormwater mitigation facilities and conveyance system, sized based upon information noted in the Report.
- Preliminary sizing of stormwater facilities based on assumed soil conditions from available soil reports for the area. Sizing may be adjusted based on results of onsite soil testing by others.
- Final sizing of utilities to be completed in Phase 2B.

Geotechnical

- Review readily available published geologic data and our relevant in-house files for existing information on subsurface conditions in the project vicinity.
- Coordinate preliminary locations for explorations with Clallam County staff and contact the "One-Call" Utility Notification Center, as required by Washington State law. OAC team representatives will delineate and mark the exploration dig area and GeoEngineers will submit the One-Call ticket. We also understand an onsite utility locate will be performed to locate and identify all onsite utilities. GeoEngineers will not be liable for damage to underground utilities that are not marked during the utility locating process.
- During site screening, explore shallow subsurface conditions utilizing handheld tools as required to aid understanding of the existing near surface geotechnical conditions.
- Explore subsurface conditions by advancing up to six borings for a total of 150 lineal feet of drilling using subcontracted equipment and operator. If consistently dense soil conditions are encountered, we plan to terminate borings at shallower depths. Our field representative will continuously monitor the drilling activities, maintain a log of subsurface conditions, and collect representative soil samples generally at 2.5- to 5-foot intervals.
- Based on the results of our explorations, provide an email discussing geotechnical feasibility of the proposed development. We will discuss suitability of the site for shallow foundations, clearing/stripping considerations, earthwork and suitability of soil for re-use on site and other issues that may be relevant to feasibility.
- Conduct geotechnical laboratory testing on selected soil samples. We anticipate laboratory testing will include particle size gradation analyses and moisture content determinations.
- Provide geotechnical seismic design information in accordance with 2018 International Building Code (IBC) criteria and discuss our opinion on the potential for surface rupture, liquefaction and lateral spreading at the site. We have not budgeted to complete a quantitative liquefaction and lateral spreading analysis. Should the initial screening determine this to be necessary, the analysis will be performed as additional services.
- Provide recommendations for site preparation and earthwork. We will discuss temporary erosion and sedimentation controls, temporary and permanent cut slopes, fill placement and compaction

- requirements, wet weather considerations, groundwater handling and site drainage.
- Provide recommendations for shallow spread footing design, including foundation bearing surface preparation, allowable soil bearing pressure, lateral resistance values and estimates of settlement.
- Provide design considerations for slab-on-grade design, including subgrade preparation, modulus of subgrade reaction and capillary break thickness and materials.
- Provide recommended active, passive and at-rest lateral earth pressures for retaining walls and below-grade structures. We will also provide recommendations for seismic surcharge pressures and drainage criteria.
- Provide a discussion of suitability of site soils for stormwater infiltration, including preliminary estimates of long-term design infiltration rates based on laboratory sieve analysis results and the criteria described in the SWMMWW. Depending on the soil conditions observed and the infiltration facilities planned, these preliminary estimates may not be suitable for design; additional testing may be required to verify estimated rates for design.
- Provide layer thickness recommendations for asphalt concrete pavement (ACP) and Portland cement concrete pavement (PCCP) design sections, including subgrade preparation. We will include typical pavement sections for heavy and light traffic areas based on our experience.
- Prepare a written geotechnical report presenting our findings, conclusions, and recommendations. Our report will include a project site plan showing approximate locations of explorations, summary exploration logs, laboratory test results and appropriate engineering figures.

Wetland Delineation

- Site access will be provided
- Project description will be provided by Client
- Field work assumed to be completed in a single
- Wetland memo will be suitable for master planning only. Future efforts may be required for permitting.
- Final scope and assumptions to be determined following selection of preferred site. Scope and fee to be amended as required based on preferred site-specific needs.
- Fee estimate provide is a placeholder.

SCHEDULE:

The following is a conceptual schedule to be modified or adjusted with input from the County.

Initial Notice to Proceed (NTP)	Week of August 1 st
Initial Site Screening & Summary Report	4 Weeks after NTP
Geotechnical Exploration	8 Weeks after NTP
Geotechnical Report	4 Weeks after Geotechnical Exploration
Phase 2A Master Planning Summary Report	6 Weeks after Initial Site Screening
Wetland Memo	6 Weeks after Initial Site Screening

For scheduling, geotechnical investigations and wetland delineations may be independent of the master planning effort and may have schedule cross over with Phase 2B, the balance of the detailed design.

FEE

OAC shall complete the above-described work for a fee not to exceed the following, which does not include reimbursable expenses and does not include sales tax:

Phase 2A (Hourly, NTE)	
------------------------	--

Project Management	\$14,150
Master Planning	\$26,510
Site Civil	\$6,050
Geotechnical	\$55,660
Wetland Delineation (placeholder)	\$5,225
Cost Estimating	\$2,398
Total	\$109,993

If the parties agree to any additional services that are not included within the scope of work set out above, such additional services will be provided at the following rates with annual escalation, upon written approval from the County. Annual escalation of 5% will be applied January 1st of each year. Standard Rates are below and attached.

OAC

<u>Title/Role</u>	<u>2022 Rate</u>
VP, Principal	\$250
Project Director	\$210
Senior Architect	\$195
Architectural Designer	\$185
Project Controls Specialist	\$140
Senior Project Coordinator	\$140

Hennebery Eddy Architects

<u>Title/Role</u>	<u>Position</u>	<u>2022 Rate</u>
Principal	HEA 7 – HEA 9	\$ 195-290
Project Manager	HEA 4 – HEA 8	\$ 135-270
Project Architect	HEA 3 – HEA 7	\$ 120-240
Architect	HEA 3 – HEA 5	\$ 120-185
Historic Preservation Architect	HEA 3 – HEA 9	\$ 120-290
Historic Preservation Specialist	HEA 1 – HEA 5	\$ 95-185
Interior Designer	HEA 1 – HEA 7	\$ 95-240
Design Staff	HEA 1 – HEA 4	\$ 90-155
Administrative	HEA A	\$ 90



Joint Public Safety Facility

Phase IIb Recommendation

April 2023

Project Overview

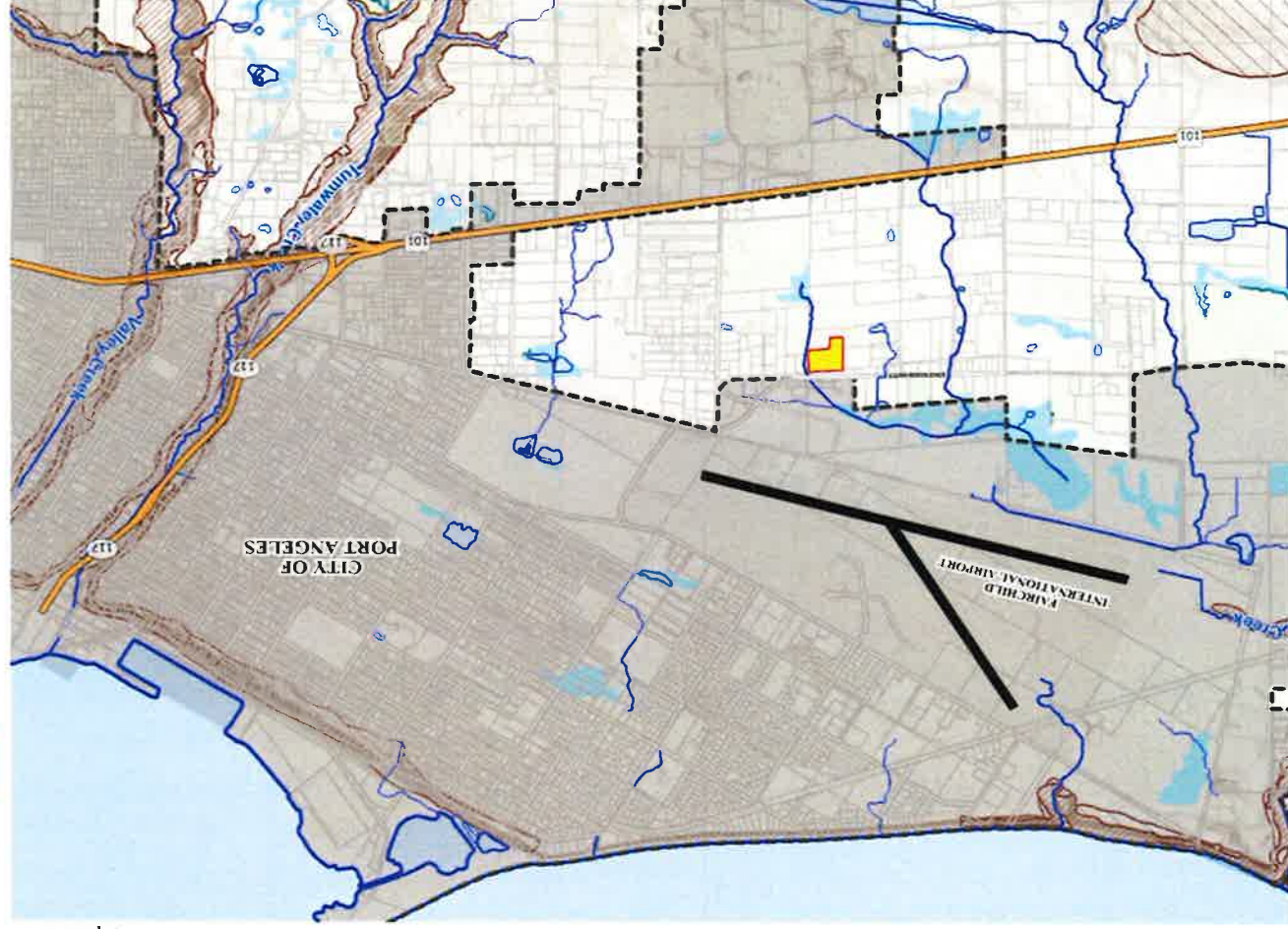
- **Project Length / Cost – 7.25 years and \$19.2 MM**
- **Major Milestones**
 - **Project Formation / Early Planning – 2018 and 2019**
 - **PHASE I – Budget Planning / Conceptual Design – Completed October 2020**
 - **PHASE IIa – Preliminary Detailed Design – Completed April 2023**
 - **PHASE IIb – Detailed Design – Begins in May 2023**
 - Schematic Design – May 2023
 - Design Development – August 2023
 - Construction Documentation Preparation – November 2023
 - **PHASE III – Construction – Begins in October 2024**
 - Site Preparation and Development – October 2023
 - Building Construction – March 2024
 - **PHASE IV – Facility Commissioning – Begins in May 2025**
 - **Building Operational and Occupied – Early Summer of 2025**

Phase IIa – PRELIMINARY DETAILED DESIGN

- ❑ \$1.7 MM State and \$3 MM Federal Funding Secured
- ❑ Joint Project Management Agreement Signed
- ❑ Construction Site Selected
- ❑ Geotechnical Assessment and Hydrological Assessment Accomplished
- ❑ Phase I ESA and Hazardous Substance Screening Performed
- ❑ Site Septic System, Power and Water Availability and Efficacy Confirmed
- ❑ Project Tribal Nation Consultations Completed
- ❑ State Environmental Policy Act (SEPA) Project Review Finalized
- ❑ Washington SHPO and NHPA Project Review Approval Obtained

Sites Location

JPSF PROJECT SITE



April 2023

LEGEND

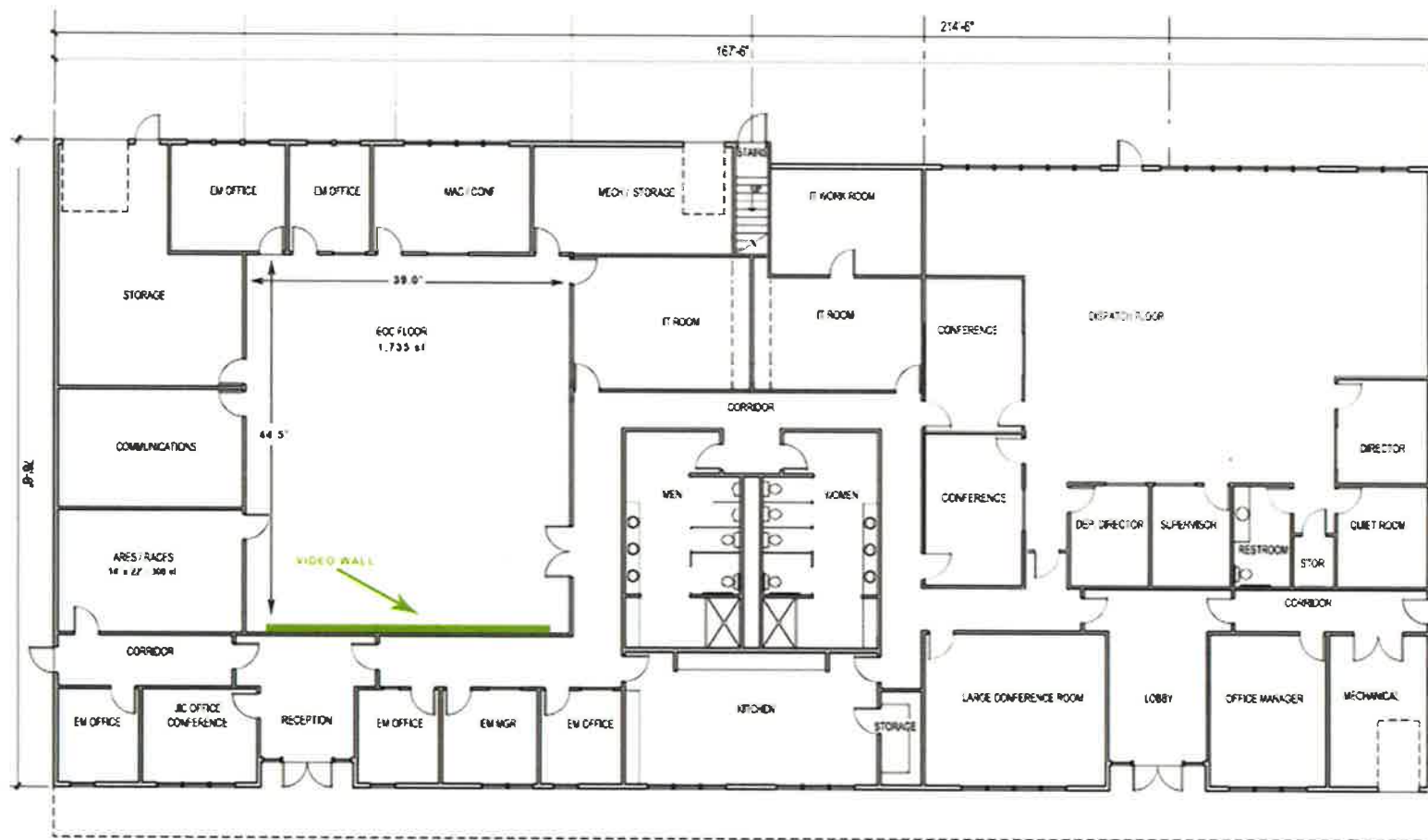


Site Selected for
JPSF (Parcel No.
063007528010)

Proposed Site Plan



EOC and PenCom Floorplan



Phase IIb – DETAILED DESIGN

Detailed Design – **Three Major Components**

- **First Step - Schematic Design**
- **Second Step - Design Development**
- **Final Step - Construction Documentation Preparation**

Phase IIb – DETAILED DESIGN

Detailed Design – **Three Major Components**

➤ First Step - Schematic Design

- At this stage, the design team begins to describe the architectural and site planning elements of the project design. The team takes the conceptual design, and translates it into architectural and spatial designs. At this stage, variations of the site and building design elements and ideas are explored in order to achieve the best possible design solutions.

Phase IIb – DETAILED DESIGN

Detailed Design – **Three Major Components**

➤ First Step - Schematic Design

➤ Second Step - Design Development

- The design is developed from the schematic concept into a more refined and precise final architectural plan. Design development produces architectural drawing sets that include a site plan, floor plans, sections, exterior elevations, and materials details. This step also produces structural drawings, mechanical, electrical, and plumbing drawings, site civil engineering drawings, and landscape architecture drawings. Design development locks down the final facility configuration and design details.

Phase IIb – DETAILED DESIGN

Detailed Design – **Three Major Components**

- First Step - Schematic Design
- Second Step - Design Development
- Final Step - Construction Documentation Preparation
 - Construction documents comprise a precise set of instruction on how to build the project and are used to obtain building permits. They describe precisely how the design shall be built: methods, materials, building systems, components. The construction documents describe precisely, in both large and small scales, every facet of the building design. They provide the construction contractor a comprehensive understanding of the architect's intent.

OAC Inc. Phase IIb Proposal

Scope of Work –

Task 1.0 – Design Management

Task 2.0 – Schematic Design

Task 3.0 – Design Development

Task 4.0 – Construction Documents

Task 5.0 – Interior Design and Furniture, Fixtures and Equipment (FF&E)

Task 6.0 – Building Commissioning Review

Task 7.0 – LEED Silver Certification

Task 8.0 – Pilot Infiltration Tests (PIT)

OAC Inc. Phase IIb Proposal

Proposed Cost –		
Project Management		\$174,600
Architectural Design		\$568,260
Structural Engineering		\$99,000
MEP/FP		\$451,550
Civil Engineering/Site Survey		\$46,200
Audio/Visual System Engineering		\$16,500
Acoustics		\$16,500
Building Enclosure		\$28,050
Facility Commissioning		\$8,250
Communications Systems Engineering		\$71,330
Cost Estimating		\$66,000
Landscape Architecture		\$89,100
Geotechnical - Infiltration		\$13,860
Septic Design (allowance)		\$33,000
Subtotal		\$1,682,200
Alternative Services:		
MEP LEED Support		\$77,000
LEED Consulting		\$44,000
LCCA (allowance)		\$88,000
Subtotal		\$209,000
TOTAL		\$1,891,200

Project Cost History

Item	County		City of PA		Totals	
	2020	2023	2020 *	2023 **	2020 *	2023 **
Detailed Design	\$ 0.5 MM	\$ 0.95 MM	\$ 0.9 MM	\$ 0.95 MM	\$ 1.4 MM	\$ 1.9 MM
Construction	\$ 3.1 MM	\$ 5.8 MM	\$ 5.6 MM	\$ 5.8 MM	\$ 8.7 MM	\$ 11.6 MM
Furniture, Fixtures & Equipment (FF&E)	\$ 0.8 MM	\$ 2.6 MM	\$ 1.4 MM	\$ 2.6 MM	\$ 2.2 MM	\$ 5.3 MM
Real Estate	---	\$0.15 MM	---	\$0.15 MM	---	\$0.30 MM
PROJECT TOTALS	\$ 4.4 MM	\$4.6 MM	\$ 7.9 MM	\$ 5.0 MM	\$ 12.3 MM	\$ 19.2 MM

* Included Fire Station

* Without Fire Station

Elimination of Fire Station did not result in direct proportional reduction in design costs

Design Cost Increase Causes

- ❑ **Inflated Labor Costs - 45% increase** \$450 k increase

- ❑ **Added Project Scope**
 - **Increased Site Size – 4 vs. 2 acres**
 - **Increased engineering for roadways, parking, stormwater management facilities** \$180 k increase
 - **Addition of Solar Power Capability** \$50 k increase
 - **Radio Tower Addition** \$20 k increase
 - **LEED Certification Requirement** \$200 k increase

Totals = \$900 k

2020 Design Cost of \$1,000,000 increases to 2023 estimate of \$1,900,000

Current Budget Projections

PROJECTED FACILITY COSTS (million dollars)				FUNDING SOURCES								
				LOCAL		STATE			FEDERAL			
	EM / EOC	PENCOM	TOTALS	COUNTY	CITY	Appropriated To Date	Proposed Additional Request	Total Needed From State	Appropriated To Date (House Only)	Proposed Additional Request	Total Needed From Federal	Total of All Funding
Detailed Design	\$0.95	\$0.95	\$1.90	\$0.65	\$0.65	\$0.60	\$0.00	\$0.60	\$0.00	\$0.00	\$0.00	
Construction *	\$5.79	\$5.83	\$11.62	\$2.31	\$2.31	\$1.10	\$2.90	\$4.00	\$3.00	\$0.00	\$3.00	
Furniture, Fixtures and Equipment (FF&E)	\$2.65	\$2.65	\$5.30	\$1.25	\$1.25	\$0.00	\$2.80	\$2.80	\$0.00		\$0.00	
Real Estate Purchase	\$0.15	\$0.15	\$0.30	\$0.15	\$0.15	\$0.00	\$0.00	\$0.00			\$0.00	
PROJECT TOTALS	\$9.54	\$9.58	\$19.12	\$4.36	\$4.36	\$1.70	\$5.70	\$7.40	\$3.00	\$0.00	\$3.00	19.12
Total City												
Total County												
Total Local =				Red = In Proposed 2023-2025 State Budget legislation								
Total State =												
Total Federal =												
* Current Dollars												

Funding

State: \$1,700,000 – Appropriated in 2021 / 2022 Budgets

\$5,700,000 – Proposed in 2023 Capital Budget

Federal: \$3,000,000 – Appropriated in 2023 federal budget.

City: \$4,400,000 – Would Increase to \$7,250,000 Absent 2023 State Funding

County: \$4,400,000 – Would Increase to \$7,250,000 Absent 2023 State Funding

TOTAL: \$19,200,000 *

* 2023 Dollars

Actions Recommended -

- 1. Complete Purchase of JPSF Site*
- 2. Authorize Modification of JPSF Management Agreement*
- 3. Authorize Phase IIb Contract Be Executed*



The Ultimate Objective

SERVICEABLE

SECURE

SURVIVABLE

Emergency Management and Communications Facilities



☐ PUBLIC COMMENT OPPORTUNITIES

The City and County are committed to working with stakeholder groups and the Joint Public Safety Facility Project welcomes community input.

☐ FURTHER INFORMATION

City of Port Angeles	Clallam County	JPSF Project
Jessica Straits JPSF Public Information Coordinator (360) 417-4507 jstraits@cityofpa.us	Ron Cameron Undersheriff (360) 417-2570 ron.cameron@clallamcountywa.gov	Dale Jackson JPSF Project Manager (509) 948-5540 daleejackson@gmail.com

Using Alternative Public Works Procurements for Capital Projects (RCW 39.10)

Types of Alternative Public Works Contracting

RCW 39.10: Alternative Public Works Contracting

- ▶ General Contractor/Construction Management (GC/CM)
- ▶ Design Build (DB)
- ▶ Progressive Design Build (PDB)

Requirements to Use RCW 39.10

1. Project is **over \$2,000,000**.
2. Agencies **must demonstrate** broad competence/prior experience with DB or GC/CM or that they have a solid project management team with specific experience.
3. **Must receive** project approval from the Project Review Committee (PRC)
4. Projects are **good candidates** if they are: *“highly specialized”, “complex”, “technical”, “historic”, and/or involve structures that will remain occupied during construction.*

General Contractor/Construction Mgt

- ▶ **General Contractor/Construction Management (GC/CM):** Contractor is selected using both Experience and Contractor overhead costs. Uses Maximum Allowed Construction Cost that is agreed upon at 90% Design with the contractor. The owner provides the Architect and engineering consultants and is responsible for the design. GC/CM Contracting is a process of collaborative management and construction process between the owner, architect and contractor.

Pros:

- ▶ Contractor involved in design phase
- ▶ Transfers most cost increase risks to Contractor (less Change Orders)
- ▶ Owner can select contractor with multiple criteria besides price.

Cons

- ▶ Upfront process takes longer
- ▶ Owner still ultimately responsible for Design errors
- ▶ Need a more experienced team or hire experienced consultants

Design Build

- ▶ **Design Build (DB) and Progressive Design Build (PDB):** The design and construction services are contracted to a selected contractor based upon experience and cost criteria. Design-build is used to minimize risks for the project owner and reduce the delivery schedule by overlapping the design phase and construction phase of a project. More of a collaborative process with Contractor

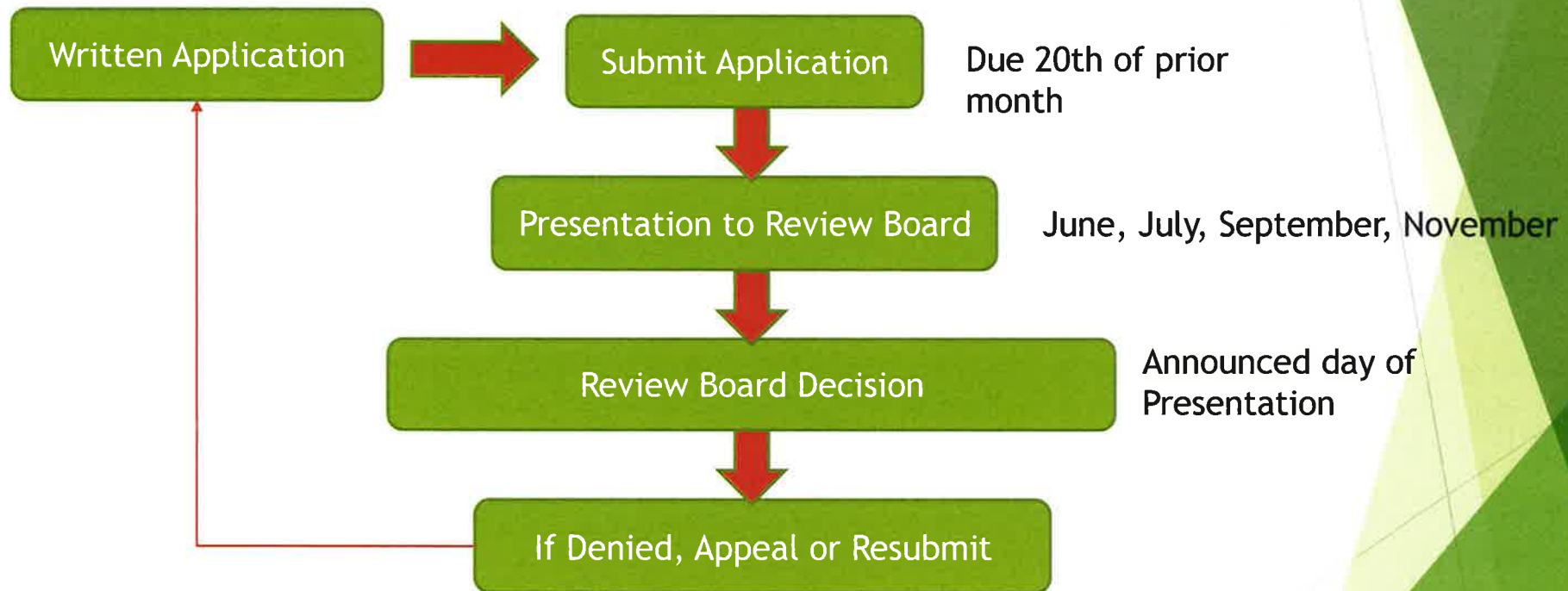
Pros:

- ▶ Contractor involved in design phase
- ▶ Transfers most cost increase risks to Contractor (less Change Orders)
- ▶ Transfers Design Risk to Contractor (less Change Orders)
- ▶ Fixed cost is determined prior to each phase contract

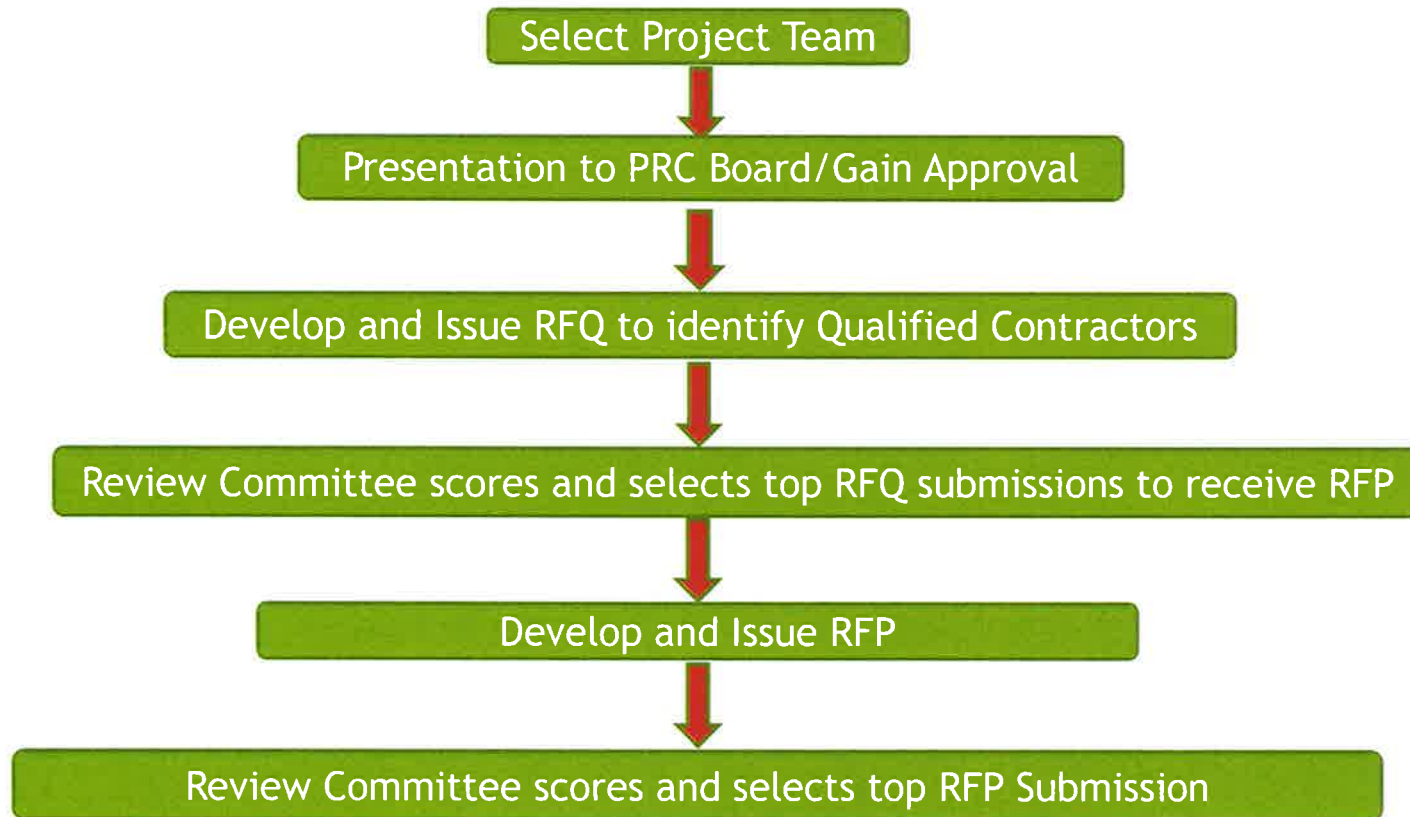
Cons

- ▶ Upfront process takes longer
- ▶ Need a more experienced team or hire needed experience as consultants

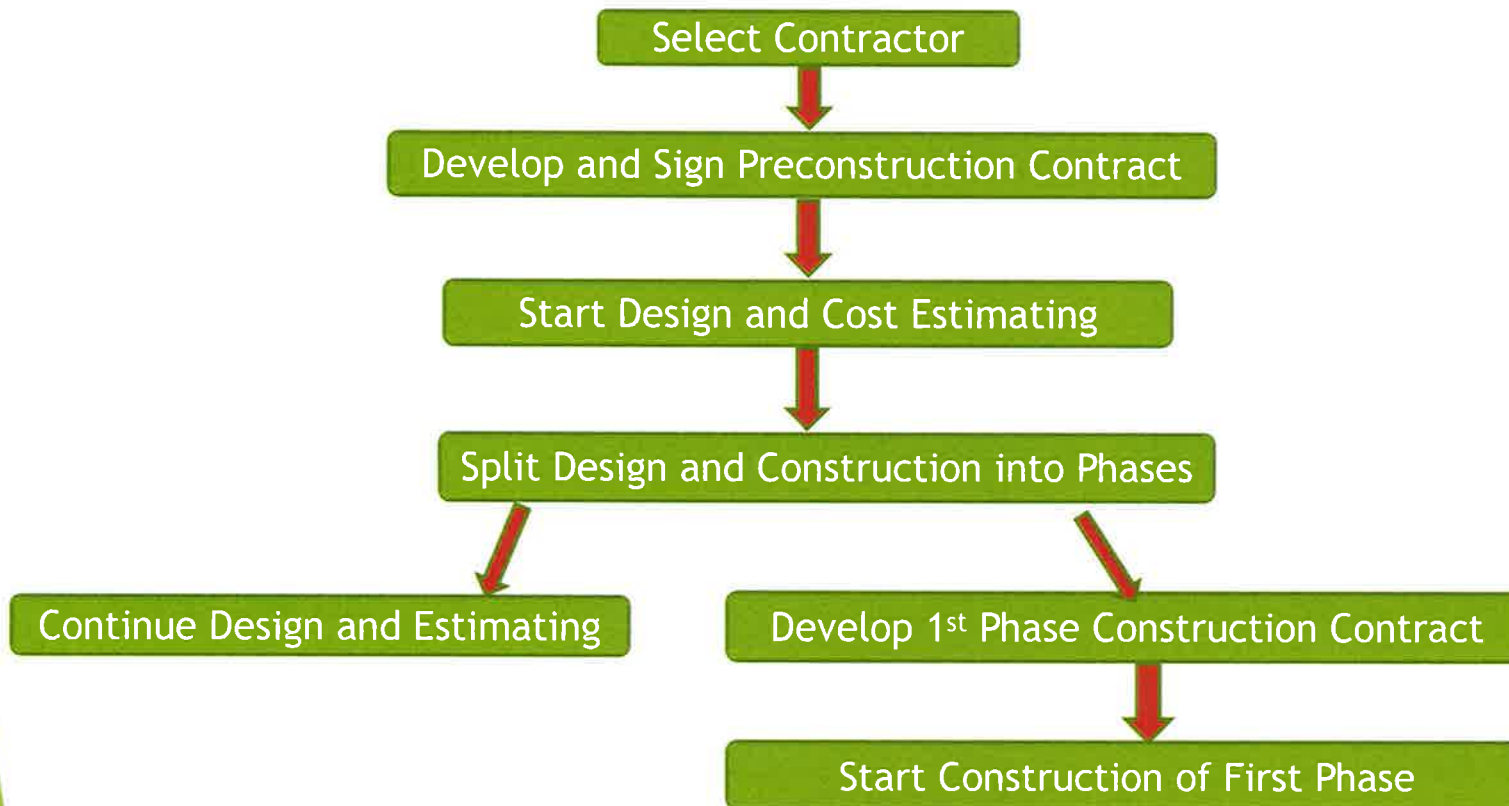
Approval Process:



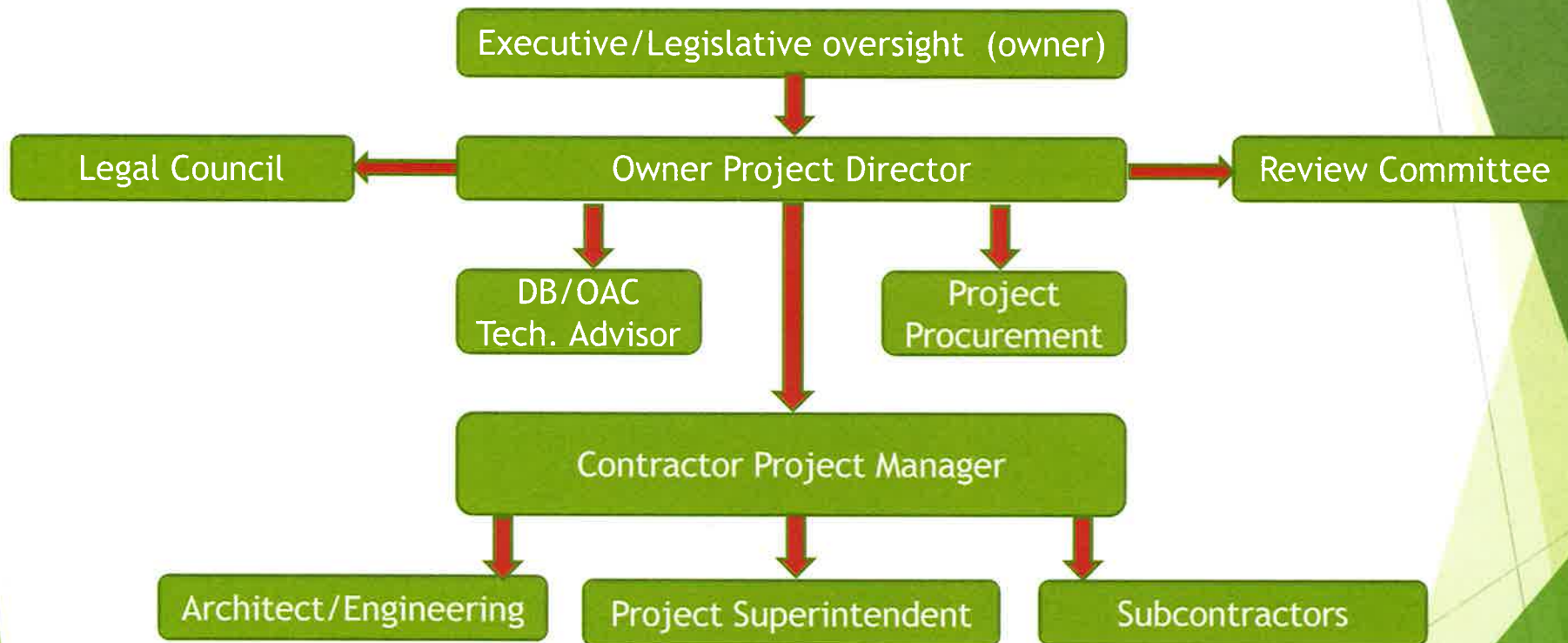
Contractor Selection Process



Design and Construction Timeline



Typical Project Management Plan



Questions ?





AGENDA ITEM SUMMARY

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

4
MAY 01 2023

Department: Superior Court

WORK SESSION ☒ **Meeting Date:** 5/01/23

REGULAR AGENDA ☐ **Meeting Date:**

Required originals approved and attached? ☐

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Superior Court is asking for a modification of our Therapeutic Court Administrative Assistant position classification. This position is currently listed as a temporary, extra help position that works 16 hours per week. We are asking that this position be changed to a permanent, non-benefited, part-time position that works 16 to 19 hours per week not to exceed 69 hours per month. The funds for this position are already in our budget to cover this request.

This position has been a permanent part of our Drug Court program with Superior Court since 2002 working closely with the Drug Court Coordinator and Drug Court participants. In 2018 when advertising for this position, the job description title was changed to the Therapeutic Court Administrative Assistant noting that it was a part-time, non-benefited position. In 2021 we submitted a new request to advertise for this position and the job description indicated that this was a temporary extra help, non-benefited position instead of part-time.

We received email approval by Human Resources to submit this request.

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

No budgetary action is needed for this change.

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

We are requesting that a modification of this position be made to change the position from temporary to permanent part-time, 16-19 hours per week, 69 hours or less per month.

County Official signature & print name:

, Brent Basden

* Work Session Meeting - Submit 1 single sided/not stapled copy

Agenda Item Summary - Therapeutic Court Admin Assist PT 2023

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

Revised: 3-04-2019

Name of Employee/Stakeholder attending meeting: Lacey Halberg
Relevant Departments: Superior Court, HR
Date submitted: 4/18/23

Department Name: Superior Court
 Department Number: 00100.861
 BARS Number: 51221.10., 51222.10., 56692.

2023 Salary Budget Worksheet - Schedule A Version 1

Employee Number	Position	Employee Name	Union Status	Hours Per Week	As of January 1		Step Increase		Salary Adjustment "A"	Current Adopted Salary	Future Budgeted Salary	FICA/ Medicare 0.0765	Plan	Retirement @ 0.1025	401A Match/ Contribution		Employee Medical Insurance	Unemploy- ment @ 0.2%	Industrial Insurance		Future Estimated Comp	Yearly COLA 2.5%	Paid Days in a Year
					Range Step	Monthly Salary	Month	Salary							%	Expense			Rate	Expense			
51221	Superior Court																						
000078	Judge Department 2	Lauren Erickson	EO	20.00		RCW 8,465	13	0	0	100,710	101,580												
001285	Judge Department 1	Brent Basden	EO	20.00		RCW 8,465	13	0	0	100,710	101,580										101,580		
002415	Judge Department 3	Simon Barnhart	EO	20.00		RCW 8,465	13	0	0	100,710	101,580										101,580		
002303	Court Commissioner Department 3	Brandon Mack	NR	40.00		90% 15,238	13	0	0	181,284	182,856	8,101	P2	16,743	0.02	3,657	14,640	366	0.1339	280	228,643		
	Court Commissioner	Eliminated - Pro Tem Commissioner	NR							10,074	0	0	P2	0							0		
~	Pro Tem Commissioner / Judge	VARIES								62,500	72,574	5,552	P~	7,439							85,565		
000452	Court Administrator MedL	Lacey Fors	NR	40.00	65 9	7,030	13	0	0	84,353	86,469	6,615	P1	8,863	0.02	1,729	15,840	173	0.1339	280	119,969	2,109	260
002337	Deputy Court Administrator	Kaysey Clayton	NR	40.00	62 3	5,629	5	5,770	0	67,002	70,393	5,385	P2	7,215	0.02	1,408	14,640	141	0.1339	280	99,462	1,717	260
002408	Family/Juvenile Case Mngmnt Coord-G 100%	Rachel Munoz-McCormick	TU	20.00	47 9	2,254	13	0	0	26,927	27,628	2,129	P2	2,852	0.02	557	14,520	56	0.1339	140	48,082	676	261
0600	Extra Help	Bailiffs	NR	54.00						54,563	54,563	4,174						109	0.1339	377	59,223	0	260
~	Jurors/Witnesses	Workers' Comp Liability																	0.1339	2,037	2,037		
	Subtotal			254.00	FTE 6.4				0	788,833	799,423	31,956		45,112		7,351	59,640	845		3,394	947,721	4,502	
51222	Family Court																						
001280	Therapeutic Court Coordinator MedL	Kirsten Poole	TU	40.00	54 9	5,358	13	0	0	64,533	66,150	5,060	P2	6,780	0.02	1,323	14,520	132	0.1339	280	94,245	1,607	261
0600	Extra Help - G 100%	Parents for Parent Grant								24,339	24,339	1,862						49	0.1339	0	26,250		
	Subtotal			40.00	FTE 1				0	88,872	90,489	6,922		6,780		1,323	14,520	181		280	120,495	1,607	
56692	Substance Abuse																						
002228	Drug Court Coordinator	Johnny Watts	TU	40.00	58 6	5,492	1	0	0	64,533	67,805	5,187	P2	6,950	0.02	1,356	14,520	136	0.1339	280	96,234	1,648	261
0600	Temporary Extra Help	Admin Assistant	NR	16.00	37 4	1,215	9	1,245	0	15,068	15,068	1,153						30	0.1339	112	16,363	368	260
	Subtotal			56.00	FTE 1.40				0	79,601	82,873	6,340		6,950		1,356	14,520	166		392	112,597	2,016	
	Total			350.00	FTE 8.75				0	957,306	972,785	45,218		58,842		10,030	88,680	1,192		4,066	1,180,813	8,125	



Therapeutic Court Administrative Assistant

Class Code:
8870

CLALLAM COUNTY
Established Date: Jan 1, 2018

SALARY RANGE

\$16.11 - \$19.62 Hourly
\$2,791.53 - \$3,401.32 Monthly

SUMMARY:

This is an Extra-Help, unbenefited, less than 64 hours per month position.

This part-time position will function as a team member of the Therapeutic Courts, assisting the Drug Court and LIFT Court Coordinators in a variety of administrative functions. Work is performed under general supervision, requiring the incumbent to exercise independent judgment. Duties require a clear understanding and skill in applying office guidelines and work methods.

The responsibilities of this position include providing a variety of technical and clerical support services such as faxing, scanning, data entry, files preparation, copying, organizing, and assisting with court events.

TYPICAL DUTIES:

- Provide specialized and/or technical program-specific information that requires limited interpretation of established policies, procedures and other relevant sources to internal and/or external customers over the telephone, in writing and/or in person. May have to deal with sensitive situations
- Assist in calendar preparation, entering and updating confidential treatment information including drug tests and financial documents in the Drug Court Case Management (DCCM) system, maintain rosters and staffing lists
- Retrieve information and compile data that may require information searches through files, contracts, records or computer files, including spreadsheets and/or customized database applications; enter, obtain and/or verify information. Maintain current and accurate electronic files

- Interact with external customers to identify and provide services needed
- Timely collect, order and distribute supplies and/or equipment
- Process court documents and related correspondence or information before forwarding, mailing, or otherwise distributing as directed; identify priority and/or time-sensitive matters; and maintain security and confidentiality
- May schedule and attend day, evening or weekend meetings, trainings, or other agency events and assist in an administrative support role. Attend weekly Drug Court staffing and Drug Court
- Establish and maintain positive and effective working relationships with those contacted in the course of work
- Other duties in support of the Therapeutic Courts as necessary
- Meet attendance standards necessary for successful job performance

Key Competencies for this Position

- Ethics and Integrity: Respects and maintains confidentiality. Earns trust, respect, and confidence through honesty, forthrightness, and professionalism in all interactions
- Valuing Diversity: Helps create a work environment that embraces and appreciates diversity treats all with acceptance and respect; and values diverse perspectives
- Relationship Building: Proven skills to create and maintain effective teams and partnerships
- Multi-tasking: Proven multi-tasking skills with the ability to handle multiple assignments in various stages simultaneously. Ability to work in a fast-paced environment with changing priorities

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

Knowledge of the job assignment sufficient to perform thoroughly and accurately the full scope of responsibility as illustrated by examples in the above job description
Knowledge of customer service etiquette
Knowledge of software applications; keyboarding skills (word processing, database management, social media applications)
Knowledge of basic accounting and mathematics
Knowledge of appropriate physical standards for computer work such as appropriate seating, arm and/or wrist use

Skill in:

Skill in organization
Skill in oral and written communications
Skill in word processing, spreadsheets and specialized software programs

Skill in adapting to changes in work load demand
Skill in maintaining confidentiality of sensitive matters
Skill in following oral and written instructions
Skill in communicating with people of diverse backgrounds
Skill in working in stressful environments
Skill in prioritizing work
Skill in working independently
Skill in working in a team setting
Skill in determining validity of information received
Skill in reading and interpreting applicable documents specific to position assignment
Skill in prioritizing workload and adapting to changes in workload demands
Skill in grant writing (preferred but not required)

Ability to:

Ability to demonstrate competency in required job skills and knowledge
Ability to work cooperatively with a diverse group of clients and volunteers
Ability to develop outreach materials including brochures, flyers, fact sheets, web content
Ability to be a positive contributing member of a team
Ability to work alone and exercise good judgment on a daily basis, self-directed yet a good team player
Ability to adapt to and share office space with other employees
Ability to display courtesy, tact, patience and respect when dealing with others
Ability to work independently and as part of a team, coordinating with others to facilitate teamwork
Ability to perform multiple tasks simultaneously under tight deadlines, prioritizing work and managing own time
Apply common sense understanding when carrying out instructions furnished in written or oral form
Ability to learn and apply new skills
Ability to keep abreast of current developments using available resources effectively
Ability to demonstrate attention to detail
Ability to demonstrate accuracy and thoroughness at all times
Ability to be organized, showing excellent administrative skills
Ability to select and use appropriate communication methods
Ability to get along well with others
Ability to cooperate in a team environment
Ability to confront difficult situations while maintaining objectivity
Ability to keep emotions under control
Ability to establish and maintain effective relations
Ability to exhibit good listening and comprehension
Ability to meet attendance standards necessary for successful job performance

EDUCATION, TRAINING, & EXPERIENCE:

Requires knowledge of the field of assignment sufficient to perform thoroughly and accurately the full scope of responsibility as illustrated by examples in the above job description.

Education/Training

High school diploma or general education degree (GED); prior experience and/or training related to therapeutic courts preferred. To perform this job successfully, an individual should have a great deal of computer knowledge and ability

Experience

Grant writing experience (preferred but not required)

Licensing/Certification Requirements

Washington State Driver's License

U.S. citizenship (selected positions)

Pass polygraph test (selected positions)

Pass Psychological Evaluation (selected positions)

Pass Physical (selected positions)

Drug testing (selected positions)

Pass Background Check

Pass OSHA/Designated Required Training

Note: Any first aid rendered by such persons is rendered only as a collateral duty responding solely to injuries resulting from workplace incidents, generally at the location where the incident occurred.

Physical Demands and Environment

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the administrative assistant will be working primarily in an office setting. The work typically requires prolonged walking and standing for 30+ minutes at a time. The employee is occasionally required to sit, stand, walk, stoop, bend, kneel, crouch, reach, push, pull, twist; use ladders/stepstools, use hands to finger, handle or feel, talk or hear. The employee must occasionally lift and/or move up to 30 pounds. There will be focus on a computer screen for 2+ hours at a time which will require specific vision abilities. The employee will be required to push a cart to storage units and push over carpets, concrete and aggregate surfaces. The noise level in the work environment is moderate between 50 and 60 decibels.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

DISCLAIMERS:**High Exposure Designation**

The employee assigned to this position may work within a high exposure classification as defined under the Occupational Safety & Health Act and Washington Administrative Code governing Washington Industrial Safety & Health Act for blood borne pathogens protocols.

Essential Worker Designation

The employee assigned to this position may be designated as an "essential worker." Essential workers are required by the county to respond and perform work functions during an emergency in order to ensure the protection of the health, safety, and welfare of the citizens of Clallam County and public facilities and property located therein. The county maintains the right to recall essential workers during any emergency and/or as necessary to restore governmental functions during extended emergencies.

Requirement for Confidentiality

The employee assigned to this position works in the capacity of a confidential employee and is required to maintain confidentiality with regard to a broad range of matters including, but not limited to: employee performance, the management of protected health information, and matters protected by the attorney – client privilege. Any breach of this requirement of employment may result in immediate discipline, up to and including termination.

General Disclaimer

The statements contained herein reflect general details as necessary to describe the principal functions of this position, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. The individual may be directed to perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.



Position Announcement: Therapeutic Court Administrative Assistant

Clallam County Superior Court, located in Port Angeles, Washington, is currently accepting applications to fill the **part-time** (16-19 hours per week) position of Therapeutic Court Administrative Assistant. This is an outstanding opportunity to work closely with a dynamic team of individuals who provide support for a variety of functions within the court system. The ideal candidate will demonstrate the highest standards of personal and professional conduct and be comfortable serving in a highly confidential position. Candidates can expect to work in an environment that is dynamic and service oriented. Excellent verbal and written skills, as well as a documented work history of integrity and accuracy are essential.

At time of hire, must possess and maintain a valid Washington State driver's license AND have passed a complete background investigation, driving record check, employment history verification, and reference confirmation.

Salary and Benefits

The salary is determined based on experience: \$15.32 to \$18.67/hour. This position is extra-help; less than 69 hours per month; non-benefited; non-represented.

Application Packet

REVISED: The following application packet is DUE no later than 4:30 PM on June 4th, 2018 (postmarks accepted).

- Complete application located on www.clallam.net online site.
- Notarized Release of Personal History Form
- Clallam County Request for Driving Record
- Confidentiality Agreement

Selected candidates will move to the next stage of the process which will include a panel interview. The application packet may be hand delivered, mailed, or sent by private carrier (i.e., FEDEX, UPS, etc.).

Please address your packet to: Clallam County Human Resources
Attn: Brenda Peterson | 223 E. 4th Street, Suite 16 | Port Angeles, WA 98362



Position Details

Description of County:

Clallam County is located in the state of Washington, on the Olympic Peninsula. The county is separated from British Columbia's Vancouver Island by the Strait of Juan de Fuca. Clallam County is an occupied total area of 1,738 square miles serving a growing population base of approximately 73,486 residents. The mission of Clallam County is to provide services as required by law or mandated by the public. Through effective management of personnel and other resources, the County strives to provide the basic facilities and programs, which promote health, safety, and quality of life for its citizens.

The following application packet is DUE no later than 4:30 PM on June 4th, 2018 (postmarks accepted).

It may be hand delivered, mailed, or sent by private carrier (i.e., FEDEX, UPS, etc.). Please address your packet to:

Clallam County Human Resources
Attn: Brenda Peterson
223 E. 4th Street, Suite 16
Port Angeles, WA 98362

Schedule & Pertinent Information:

Application Beginning Date	May 22 nd , 2018
Application Closing Date	June 4 th , 2018
Job Number	2018-32

Clallam County is an Equal Opportunity Employer and encourages applications from all persons without regard to race, creed, color, national origin, religion, sex, age, marital status, disability, sexual orientation, or veteran status including disabled veterans of the Vietnam era. Clallam County provides reasonable accommodation to its employees and the public with disabilities, including disabled veterans.

Summary

This part-time position will function as a team member of the Therapeutic Courts, assisting the Drug Court and LIFT Court Coordinators in a variety of administrative functions. Work is performed under general



supervision, requiring the incumbent to exercise independent judgment. Duties require a clear understanding and skill in applying office guidelines and work methods. The responsibilities of this position include providing a variety of technical and clerical support services such as faxing, scanning, data entry, files preparation, copying, organizing, and assisting with court events.

Essential Functions

- Provide specialized and/or technical program-specific information that requires limited interpretation of established policies, procedures and other relevant sources to internal and/or external customers over the telephone, in writing and/or in person. May have to deal with sensitive situations
- Assist in calendar preparation, entering and updating confidential treatment information including drug tests and financial documents in the Drug Court Case Management (DCCM) system, maintain rosters and staffing lists
- Retrieve information and compile data that may require information searches through files, contracts, records or computer files, including spreadsheets and/or customized database applications; enter, obtain and/or verify information. Maintain current and accurate electronic files
- Interact with external customers to identify and provide services needed
- Timely collect, order and distribute supplies and/or equipment
- Process court documents and related correspondence or information before forwarding, mailing, or otherwise distributing as directed; identify priority and/or time-sensitive matters; and maintain security and confidentiality
- May schedule and attend day, evening or weekend meetings, trainings, or other agency events and assist in an administrative support role. Attend weekly Drug Court staffing and Drug Court
- Establish and maintain positive and effective working relationships with those contacted in the course of work
- Other duties in support of the Therapeutic Courts as necessary
- Meet attendance standards necessary for successful job performance

Key Competencies for this Position

- **Ethics and Integrity:** Respects and maintains confidentiality. Earns trust, respect, and confidence through honesty, forthrightness, and professionalism in all interactions
- **Valuing Diversity:** Helps create a work environment that embraces and appreciates diversity treats all with acceptance and respect; and values diverse perspectives
- **Relationship Building:** Proven skills to create and maintain effective teams and partnerships
- **Multi-tasking:** Proven multi-tasking skills with the ability to handle multiple assignments in various stages simultaneously. Ability to work in a fast-paced environment with changing priorities

Qualifications

To perform this job successfully, an individual must be able to perform each essential function



satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

Knowledge of the job assignment sufficient to perform thoroughly and accurately the full scope of responsibility as illustrated by examples in the above job description
Knowledge of customer service etiquette
Knowledge of software applications; keyboarding skills (word processing, database management, social media applications)
Knowledge of basic accounting and mathematics
Knowledge of appropriate physical standards for computer work such as appropriate seating, arm and/or wrist use

Skill in:

Skill in organization
Skill in oral and written communications
Skill in word processing, spreadsheets and specialized software programs
Skill in adapting to changes in work load demand
Skill in maintaining confidentiality of sensitive matters
Skill in following oral and written instructions
Skill in communicating with people of diverse backgrounds
Skill in working in stressful environments
Skill in prioritizing work
Skill in working independently
Skill in working in a team setting
Skill in determining validity of information received
Skill in reading and interpreting applicable documents specific to position assignment
Skill in prioritizing workload and adapting to changes in workload demands
Skill in grant writing (preferred but not required)

Ability to:

Ability to demonstrate competency in required job skills and knowledge
Ability to work cooperatively with a diverse group of clients and volunteers
Ability to develop outreach materials including brochures, flyers, fact sheets, web content
Ability to be a positive contributing member of a team
Ability to work alone and exercise good judgment on a daily basis, self-directed yet a good team player
Ability to adapt to and share office space with other employees
Ability to display courtesy, tact, patience and respect when dealing with others
Ability to work independently and as part of a team, coordinating with others to facilitate teamwork
Ability to perform multiple tasks simultaneously under tight deadlines, prioritizing work and managing own time
Apply common sense understanding when carrying out instructions furnished in written or oral form



Ability to learn and apply new skills
Ability to keep abreast of current developments using available resources effectively
Ability to demonstrate attention to detail
Ability to demonstrate accuracy and thoroughness at all times
Ability to be organized, showing excellent administrative skills
Ability to select and use appropriate communication methods
Ability to get along well with others
Ability to cooperate in a team environment
Ability to confront difficult situations while maintaining objectivity
Ability to keep emotions under control
Ability to establish and maintain effective relations
Ability to exhibit good listening and comprehension
Ability to meet attendance standards necessary for successful job performance

Education and Experience Required

Requires knowledge of the field of assignment sufficient to perform thoroughly and accurately the full scope of responsibility as illustrated by examples in the above job description

Education/Training

High school diploma or general education degree (GED); prior experience and/or training related to therapeutic courts preferred. To perform this job successfully, an individual should have a great deal of computer knowledge and ability

Experience

Grant writing experience (preferred but not required)

Licensing/Certification Requirements

Washington State Driver's License
U.S. citizenship (selected positions)
Pass polygraph test (selected positions)
Pass Psychological Evaluation (selected positions)
Pass Physical (selected positions)
Drug testing (selected positions)
Pass Background Check
Pass OSHA/Designated Required Training

Note: Any first aid rendered by such persons is rendered only as a collateral duty responding solely to injuries resulting from workplace incidents, generally at the location where the incident occurred.

Physical Demands and Environment

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.



While performing the duties of this job, the administrative assistant will be working primarily in an office setting. The work typically requires prolonged walking and standing for 30+ minutes at a time. The employee is occasionally required to sit, stand, walk, stoop, bend, kneel, crouch, reach, push, pull, twist; use ladders/stepstools, use hands to finger, handle or feel, talk or hear. The employee must occasionally lift and/or move up to 30 pounds. There will be focus on a computer screen for 2+ hours at a time which will require specific vision abilities. The employee will be required to push a cart to storage units and push over carpets, concrete and aggregate surfaces. The noise level in the work environment is moderate between 50 and 60 decibels.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

High Exposure Designation

The employee assigned to this position may work within a high exposure classification as defined under the Occupational Safety & Health Act and Washington Administrative Code governing Washington Industrial Safety & Health Act for blood borne pathogens protocols.

Essential Worker Designation

The employee assigned to this position may be designated as an “essential worker.” Essential workers are required by the county to respond and perform work functions during an emergency in order to ensure the protection of the health, safety, and welfare of the citizens of Clallam County and public facilities and property located therein. The county maintains the right to recall essential workers during any emergency and/or as necessary to restore governmental functions during extended emergencies.

Requirement for Confidentiality

The employee assigned to this position works in the capacity of a confidential employee and is required to maintain confidentiality with regard to a broad range of matters including, but not limited to: employee performance, the management of protected health information, and matters protected by the attorney – client privilege. Any breach of this requirement of employment may result in immediate discipline, up to and including termination.

General Disclaimer

The statements contained herein reflect general details as necessary to describe the principal functions of this position, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. The individual may be directed to perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.



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AGENDA ITEM SUMMARY

MAY 01 2023

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

Department: Health and Human Services-Env. Health

WORK SESSION ☒ **Meeting Date:** May 1, 2023

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Grant Pre-App Question.-LSWFA-MRW |

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington State Department of Ecology provides funding to counties for implementation of projects in their comprehensive solid waste and hazardous waste management plans through the Local Solid Waste and Financial Assistance (LSWFA) grants. Clallam County Environmental Health focuses on moderate risk education and outreach as described in the County's Hazardous Waste Plan. CCEH will coordinate satellite HHW collection events in Forks and possibly Sequim. CCEH would like to request ~\$105,000 for two years.

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

Budget changes will be submitted upon receipt of grant funding.

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

Please review and sign the Grant Pre-Application Questionnaire.

County Official signature & print name: 

Name of Employee/Stakeholder attending meeting: Jennifer Garcelon

Relevant Departments: _____

Date submitted: April 26, 2023

* Work Session Meeting - Submit 1 single sided/not stapled copy BOCC Agenda Item Summary MRW Pre-grant Application FY23-25
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

Clallam County

Grant Application Information

DEPARTMENT: **Health & Human Services –EH** DATE SUBMITTED TO W/S: **4/26/2023**

GRANT NAME: **Local Solid Waste Financial Assistance – Planning and Implementation**

APPLICATION DEADLINE: **Application opens April 11th, 2023; deadline May 9th, 2023**

ISSUING AGENCY: **Department of Ecology**

IS THIS A RENEWAL? **Yes**

LENGTH OF GRANT: **July 2023 through June 2025**

RENEWAL POSSIBLE? **Yes**

TOTAL AWARD: **~ \$78,750**

ANNUAL AMOUNT: **~ \$39,375**

MATCH REQUIRED? **Yes; 25%**

MATCH AMOUNT: **~ \$13,125/yr**

DESCRIPTION OF GRANT AND PURPOSE:

The LSWFA grant provides financial assistance to local governments to implement their comprehensive solid waste management plan and hazardous waste plan. In the hazardous waste program, the money is used for public education, planning, and small quantity generator technical assistance.

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

The grant allows Clallam County to provide moderate risk waste education to homeowners and businesses, including household hazardous waste and small quantity hazardous waste generators.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?

Yes. The grant supports the Clallam County Comprehensive Solid Waste Management Plan and upholds Environmental Health Services' purpose to "assist in the protection of our community's health through the prevention and control of environmentally related communicable diseases and through the minimization of exposure to environmental health hazards" by ensuring permitted facilities and citizens complying with state and local mandates regarding solid waste. Clallam County's ability to mitigate solid waste issues through outreach and education activities and strategic planning, and by providing technical assistance, directly relates to our ability to reduce and prevent the community's exposure to environmental health risks and disease pathogens. This, in turn, decreases the impact these exposures would have on additional county resources.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

The grant maintains services Clallam County has provided since 1989. These services are largely permanent as they are critical to the environmental and public health of the county.

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

Clallam County Health and Human Services will develop performance measures in the grant application process. Clallam County Environmental Health is required to develop expected outcomes/impacts (environmental or health benefits) and will report to Ecology quarterly on the progress of grant tasks.

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

No, the grant activity does not create a new service.

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

Our match is a portion of the dedicated staff's salary as well as overhead and indirect charges. Additionally, the regional solid waste system will provide some revenue from tipping fees. CCEHS will use existing staff and overhead.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

No.

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

No new positions will be added.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?

Yes, at this time HHS has sufficient resources to administer the grant.

Yes, the Environmental Health Specialist in the solid and hazardous waste program will provide timely activity reports.

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?

Yes. Without the grant, the County would not be able to provide public education on hazardous waste issues.

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

Yes, indirect costs are allowed at 25% of salaries and benefits.

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

No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

No budget changes are necessary. This grant was planned in the 2018 budget process.

OTHER COMMENTS

No other comments.



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

RICH SILL, ADMINISTRATOR

APPROVAL

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



MAY 01 2023

AGENDA ITEM SUMMARY

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

Department: Health and Human Services-Env. Health

WORK SESSION ☒ **Meeting Date:** May 1, 2023

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Grant Pre-App Questionnaire-LSWFA-SWE |

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington State Department of Ecology provides funding to local health jurisdictions for solid waste enforcement through the Local Solid Waste and Financial Assistance (LSWFA) grants. Solid waste enforcement activities include permitting and inspecting solid waste facilities, reviewing environmental reports and data, and solid waste complaint investigations. Clallam County Environmental Health would like to request full solid waste enforcement allocation of \$177,854 for two years.

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

Budget changes will be submitted upon receipt of grant funding.

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

Please review and sign the Grant Pre-Application Questionnaire.

County Official signature & print name:  KEVIN LOPEZ

Name of Employee/Stakeholder attending meeting: Jennifer Garcelon

Relevant Departments: _____

Date submitted: April 26, 2023

* Work Session Meeting - Submit 1 single sided/not stapled copy

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

Clallam County

Grant Application Information

DEPARTMENT: **Health & Human Services-EH** DATE SUBMITTED TO W/S: **4/26/2023**

GRANT NAME: **Local Solid Waste Financial Assistance Program – Solid Waste Enforcement**

APPLICATION DEADLINE: **Opens April 11th, 2023; deadline May 9th, 2023**

ISSUING AGENCY: **Department of Ecology** IS THIS A RENEWAL? **Yes**

LENGTH OF GRANT: **July 1, 2023-June 30, 2025** RENEWAL POSSIBLE? **Yes**

TOTAL AWARD: **\$133,390**

ANNUAL AMOUNT: **\$66,695**

MATCH REQUIRED? **Yes; 25%**

MATCH AMOUNT: **\$22,231.67/yr**

DESCRIPTION OF GRANT AND PURPOSE:

The LSWFA grant provides financial assistance to local governments to implement their comprehensive solid waste management plan. The money is also used to fund local health jurisdictions for enforcement issues. Environmental Health Services uses the money to fund staff time spent on solid waste planning, issuing solid waste permits, conducting facility inspections, reviewing environmental monitoring data, and investigating solid waste complaints.

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

The grant allows the County to monitor permitted solid waste handling facilities and permit exempt facilities to ensure compliance with state and local solid waste regulations. It also allows for the response to solid waste complaints to ensure environmental and public health is protected through compliance with state and local solid waste regulations and education and outreach to prevent solid waste violations from occurring.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?

Yes. The grant supports the Clallam County Comprehensive Solid Waste Management Plan and upholds Environmental Health Services' purpose to "assist in the protection of our community's health through the prevention and control of environmentally related communicable diseases and through the minimization of exposure to environmental health hazards" by ensuring permitted facilities and citizens complying with state and local mandates regarding solid waste. Clallam County's ability to manage solid waste enforcement issues directly relates to our ability to reduce and prevent the community's exposure to environmental health risks and disease pathogens. This, in turn, decreases the impact these exposures would have on additional county resources.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

The grant maintains services Clallam County has provided since 1989. These services are

largely permanent as they are critical to the environmental and public health of the county.

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

Clallam County Health and Human Services will develop performance measures in the grant application process. Examples of these metrics will include the number of facility complaints, number of permit applications, number of site inspections, and number of new public complaints. Clallam County Environmental Health is required to develop expected outcomes/impacts (environmental or health benefits) and will report to Ecology quarterly on the progress of grant tasks.

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

No, the grant activity does not create a new service.

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

Our match is a portion of the dedicated staff's salary as well as overhead and indirect charges. Additionally, the regional solid waste system will provide some revenue from tipping fees. CCEHS will use existing staff and overhead.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

This grant will not have any impacts on other departments.

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

No new positions will be added.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?

Yes, at this time HHS has sufficient resources to administer the grant.

Yes, the Environmental Health Specialist in the solid and hazardous waste program will provide timely activity reports.

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?

Yes. We would not receive compensation for our statutory authority to issue solid waste permits, perform solid waste facility inspections, review solid waste facility environmental monitoring data, perform solid waste complaint investigations and enforcement, or for solid waste planning. Impacts to the community if the grant was not received could include public health risks.

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

Yes, indirect costs are allowed at 25% of salaries and benefits.

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

No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

A budget change form will be submitted to reflect the new revenues and expenditures.

OTHER COMMENTS

No other comments.

ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE



Rich Sill, ADMINISTRATOR

APPROVAL

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



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) ^{MAY 01} 2023

Department: Human Resources

WORK SESSION ☒ **Meeting Date: 5-1-23**

REGULAR AGENDA ☒ **Meeting Date: 5-9-23**

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Discussion as it relates to Resolution 44, 2018 – Salaries for Elected Officials. The discussion will focus on the mechanism through which county elected official salaries are set, elected official salaries and the timing of salary increases. The discussion will also address the potential impact of any changes to the county's elected official salary structure on the overall budget for each department affected by the change, as well as any required policy revisions.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted, and a copy attached?** ☐ If approved, the individual departments needing budget revisions will be required to make the needed requests as appropriate.

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

Review and sign if approved.

County Official signature & print name: Tom Reyes Tom Reyes, Human Resources

Name of Employee/Stakeholder attending meeting: Brenda Wenzl, Tom Reyes, Mark Nichols

Relevant Departments: Offices of the Elected Officials & Human Resources

Date submitted: 04/26/2023

* Work Session Meeting - Submit 1 single sided/not stapled copy

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



RESOLUTION _____, 2023

ESTABLISHING SALARY AND BENEFITS FOR ELECTED OFFICIALS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Elected Officials include the Assessor, Auditor, County Commissioners, Director of the Department of Community Development, District Court Judges, Prosecuting Attorney, Sheriff, Superior Court Judges and Treasurer.
2. The Board of Commissioners is authorized to establish the salary for Elected Officials except Superior and District Court Judges, the salaries for which are set by the Washington Citizens' Commission on Salaries for Elected Officials (WCCSEO).
3. One-half of Superior Court judges' salaries are paid by the state and one-half are paid by the county in which the court is located. District Court judges' salaries are paid 100% by the county in which the court is located.
4. The salary for the Prosecuting Attorney is tied to the salary for a Superior Court judge, with the state contributing an amount equal to one-half the salary of a Superior Court judge and the county paying the remainder.
5. County Commissioners' salary may not be increased or decreased after an election and during their term of office.
6. The Board of Commissioners is allowed to base Elected Official salaries on the results of an outside salary commission study.
7. The Washington Citizens' Commission on Salaries for Elected Officials is an independent, citizen commission created to set the salaries of the state's elected officials, the salary considerations for which apply equally to the county's Elected Officials.

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

1. Elected Officials salaries are hereby set according to a percentage of the salary of a Superior Court Judge as now or hereafter determined by the WCCSEO, as set forth below:
 - Assessor – 50 percent of a Superior Court Judge
 - Auditor – 50 percent of a Superior Court Judge
 - Commissioners – 50 percent of a Superior Court Judge
 - Director of the Department of Community Development – 50 percent of a Superior Court Judge
 - Prosecuting Attorney – 100 percent of a Superior Court Judge
 - Sheriff – 72 percent of a Superior Court Judge
 - Treasurer – 50 percent of a Superior Court Judge
 2. Elected Official salaries shall be increased on the same schedule as is set forth by the WCCSEO for Superior Court judges, with the exception of Commissioners whose salaries shall be set according to the following schedule: Changes to Commissioner salaries will take effect January 1, 2027 (District 3); January 1, 2024 (District 1); and January 1, 2025 (District 2) and will change on January 1 of each successive year by the same percentage as the Washington Citizens' Commission of Salaries for Elected Officials (WCCSEO) determines for the salary of a Superior Court Judge.
-

3. With the exception of the Superior Court judges, whose benefits are provided through the State (Washington Courts), Elected Officials shall receive the medical, dental, and vision plan identical to the one provided to members of the Local 1619-MP bargaining unit. Life/accidental death and dismemberment insurance in the amount of \$50,000 and long-term disability insurance provided by a carrier of the County's selection are additional benefits.
4. Elected Officials shall receive a 2 percent contribution to a 401(a) plan established by the employer.
6. This resolution rescinds all prior resolutions of the Board regarding salaries for Elected Officials and shall remain in full force and effect unless otherwise changed by the Board.

PASSED AND ADOPTED this _____ day of _____, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, MMC, Clerk of the Board

Elected Official wage and benefits adjustment if step increase is effective Jul 1st

Superior Court Judges' Salary 217,391 -- effective 7/1/2023

Salary for Elected Officials effective Jan 1st except for Pros Atty who also gets it Jul 1st

	% Sup Ct Judge	budgeted	new	add'l
Assessor	50%	137,448	141,719	4,271
Auditor	50%	137,448	141,719	4,271
Commissioners	50%	137,448	0.00	0.00
DCD Director	50%	137,448	141,719	4,271
Prosecuting Attorney	89 to 100%	233,763	269,134	35,371
Sheriff	72%	187,359	193,242	5,883
Treasurer	50%	137,448	141,719	4,271
Total				58,338

50% will be paid by the State



AGENDA ITEM SUMMARY

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

8
MAY 01 2023

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 5/1/23

REGULAR AGENDA ☒ **Meeting Date:** 5/9/23

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

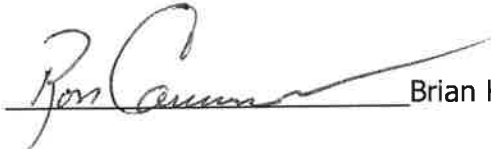
The real property located at 4803 Nicholas Rd in Port Angeles WA, also known in the Clallam County records as Assessor's Parcel Number 0630095900900 and Property ID Number 64326, was declared surplus March 14, 2023. The Sheriff's Office now requests input on the disposition process to be used for selling this property. Clallam County Administrative Policy 455 allows for several methods of property disposal, and the Sheriff's Office would like feedback from the public and the Board on the route they should use. The options being weighed are sale by online auction or sale by a real estate broker.

Budgetary impact:

The costs associated with selling this property will be recouped through the revenue generated by the sale. An online auction through GovDeals would cost a commission of 10% of the sale price, and informal bids from several local realtors show that we could expect to spend approximately 5% commission of the sale price to a broker.

Recommended action:

Board approval of the Call for Hearing.

County Official signature & print name:  Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Sheriff King et al.

Relevant Departments: Sheriff's Office

Date submitted: 4/25/23

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



RESOLUTION _____, 2023

CALL FOR HEARING ON THE METHOD OF SALE OF SURPLUS PROPERTY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County declared surplus the real property located at 4308 Nicholas Rd in Port Angeles WA, also known in the Clallam County records as Assessor's Parcel Number 0630095900900 and Property ID Number 64326, on March 14, 2023 according to Administrative Policy 455.
2. Administrative Policy 455 grants several options for methods of disposition of surplus real property, including public auction or sale by Real Estate Broker.
3. An online public auction via GovDeals would cost the County a commission of 10% of the sale price of the property. Informal bids from several local realtors indicate a real estate broker would cost the County a commission of approximately 5% of the sale price.
4. Pursuant to Chapter 36.34 RCW and Clallam County Administrative Policy 455, the Sheriff's Office would like to call for a public hearing to discuss the method of this disposition. The Board of Clallam County Commissioners has the responsibility to approve the method of sale of this property after holding a public hearing to determine the propriety and advisability of such proposed action.

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

1. That a public hearing on the proposed method of sale of surplus property be held in the Commissioners' meeting room, 223 East 4th Street, Room 160, Port Angeles, Washington at 10:30 a.m. on May 23, 2023.

PASSED AND ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, Clerk of the Board

Publish: May 12 and May 16, 2023
Bill: Sheriff's Office



9

AGENDA ITEM SUMMARY

MAY 01 2023

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

Department: Parks, Fair, & Facilities

WORK SESSION ☒ **Meeting Date: 5.1.2023**

REGULAR AGENDA ☒ **Meeting Date: 5.9.2023**

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

Item Summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 305-23-003 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other: |

Documents exempt from public disclosure are attached: ☐

Executive summary:

Clallam County Parks, Fair, & Facilities was awarded Tourism Sustainability Grant from State of Washington Tourism for Robin Hill Farm Park Trail Improvements and Shoulder Season Event Programming

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

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

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting:

Relevant Departments: Board of Commissioners, Parks, Fair & Facilities Department

Date submitted: 4.19.2023

* Work Session Meeting - Submit 1 single sided/not stapled copy

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

STATE OF WASHINGTON TOURISM

Grant Agreement

Grant	Tourism Sustainability
Grantee	Clallam County Parks, Fair, and Facilities Department
Contact	Don Crawford
Project	Robin Hill Farm Park Trail Improvements and Shoulder Season Events Program
Request	\$30,000
Award	\$20,000
Timeline	Expend funds by August 1, 2023; submit project evaluation by October 1, 2023
Payment	Lump sum via check in the mail, send in March 2023

Clallam County Parks, Fair, and Facilities Department ("Grantee") has been selected as a recipient of the Tourism Sustainability Grant ("Grant") from State of Washington Tourism ("SWT") for Robin Hill Farm Park Trail Improvements and Shoulder Season Events Program ("Project") in accordance with Grant eligibility, timelines, and other criteria. As a condition precedent for the transfer of Grant funds from SWT to the Grantee, the Grantee must acknowledge and agree to be bound by the terms and conditions set forth in this Grant Agreement ("Agreement").

The Grantee hereby agrees as follows:

A. The Grantee must use all Grant funds directly and solely to complete the Project as identified above and as described in the Grantee's proposal or related correspondence and may not be expended for any other purposes without written approval from SWT, which approval may be withheld at SWT's discretion. The Grantee must submit all contracts/contractors involved with the Project to SWT for review and approval. Grant funds from SWT shall not be used to pay for staff salaries, debt, or interest payments associated with eligible projects. SWT may release Grant funds as a lump sum or by other means to the Grantee.

B. The Grantee represents and warrants that it is either: (i) recognized as a government municipality, (ii) a federally- or state-recognized tribe, or (iii) a 501(c)(3) nonprofit organization or other 501(c) non-profit organization that supports travel and tourism in the State of Washington as outlined in the Tourism Sustainability Grant. The Grantee will immediately inform SWT of any change to its tax status during the Project period.

C. Grant funds shall be expended by August 1, 2023. The Grantee shall return any unexpended Grant funds at the end of the Project period upon request therefore by SWT, unless SWT and the Grantee in writing either extend the Project period or reallocate the Grant funds to a similar project or otherwise agree as to how to address such remaining funds.

STATE OF WASHINGTON TOURISM

D. The Grantee will provide prompt and accurate information, receipts, and other documents as requested by SWT for verification, financial review, or other components associated with an evaluation of the Project. The Grantee must submit a project evaluation to SWT by October 1, 2023. If the Grantee fails to submit an evaluation, its consideration for future grants with SWT may be adversely affected. The Project evaluation should include a final budget, proof of spending, photos, and a written account of how the Grant funds were used and their impact on travel and tourism in the State of Washington. See the Project Evaluation Form for more details.

E. The Grantee must acknowledge the Tourism Sustainability Grant and include the [SWT logo](#) in material associated with the Project. SWT must also review and approve this material prior to its use or dissemination by the Grantee. The Grantee agrees to permit SWT to include and/or disseminate information about the Project and/or Grantee in publications and communications.

F. SWT reserves the right to discontinue, withhold, or modify any payments or the payment schedule regarding this grant, or to require a total or partial refund of any grant funds if, in the sole discretion of the grantor, such action is necessary because: (i) the grantee's conduct jeopardizes its legal or tax status; (ii) the grantee loses its tax-exempt status as a non-profit entity; (iii) the grantee is unable or unwilling to fulfill the requirements of this Agreement; (iv) the grantee fails to comply with laws or regulations.

G. If this Grant is terminated before the Project's scheduled completion date, the Grantee will provide SWT with a full accounting of the receipt and disbursement of funds and expenditures incurred under the Grant as of the termination date.

H. If the Project requires significant changes, the Grantee must request pre-approval for any such changes from SWT before any such changes come into effect. These actions may affect the scope of work, deliverables, personnel, timeline, budget, or other components of the Project, such that the Grantee must submit these change requests in writing with sufficient detail and description for SWT's consideration. Significant changes to the Project may result in the forfeiture of Grant funds and/or the right to receive any further funds.

I. The Grantee shall not disburse Grant funds to any recipient acting as a fiscal sponsor or agent and shall not otherwise assign this Agreement without the prior written consent of SWT, which consent may be withheld at SWT's discretion.

By signing below, the undersigned represents and warrants that such person is duly authorized and has the legal capacity and authority to execute and deliver this Agreement for and on behalf of the Grantee. This Agreement shall be binding and enforceable against the Grantee according to its terms and conditions upon execution.

Signature _____

Name _____

Title _____

Date _____

Approved as to form:

Bert D. Boughton



10
MAY 01 2023

AGENDA ITEM SUMMARY

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

Department: Parks, Fair, & Facilities

WORK SESSION ☒ **Meeting Date: 5.1.2023**

REGULAR AGENDA ☒ **Meeting Date: 5.9.2023**

Required originals approved and attached? ☐

Will be provided on:

Item Summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 100912.23.001 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other: |

Documents exempt from public disclosure are attached: ☐

Executive summary:

A three-year agreement for Fair Ticketing Services with Afton Tickets, Inc.

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

This is a user fee agreement and is budget neutral.

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

Sign the Personal Services Agreement with Afton Tickets, Inc.

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting:

Relevant Departments: Board of Commissioners, Parks, Fair & Facilities Department

Date submitted: 4.25.2023

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

Agenda item summary- Fair Ticketing Services 5.2023
Revised: 3-04-2019



PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Afton Tickets Inc.
 Address: 1001 SE Water Ave #430
 Portland, OR 97214
 Phone No: Ryan Kintz, CEO: 503-559-6183

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B - Compensation
- ☒ Attachment C - General Conditions
- ☒ Attachment D - Special Terms and Conditions
- ☐ Attachment E (specify) -

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 10th day of April 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 36 Months after the date of signing by all parties.

The term of this Agreement begins on the Effective Date (date of signing) and is an exclusive ticketing agreement. This Agreement will automatically renew for successive additional 1-year terms after initial Term (each, a "Renewal Term" and together with the Initial Term, the "Term") unless either Party provides Notice to the other Party of its intention not to renew this Agreement during the 30-day period immediately before the end of the then-current Term. Organizer agrees to begin listing tickets or registrations for sale on the Afton System as soon as practicable following the Effective Date. Under this agreement, client agrees to exclusivity and that all tickets will be sold through the Afton Tickets platform.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10th day of April 2023.

CONTRACTOR


 Ryan Kintz, CEO | Afton Tickets Inc.

Print name: Ryan J. Kintz

Title: CEO

Date: April 10th, 2023

Originals: BOCC
 Vendor
 Initiating Department
 Copies: 1 with Contract Summary

RK

CHAIRMAN, CLALLAM COUNTY BOARD OF
COMMISSIONERS

MARK OZIAS

A handwritten signature in blue ink, appearing to read "DuBois", is written over the printed text of the approval statement.

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY

RK

SCOPE OF WORK

Afton Tickets will be the exclusive ticketing provider for the fair for Admission tickets and any other types of Add-on items the fair would like to sell. Afton to provide:

Online Ticketing

Box Office for onsite cash/card sales

Afton Account Manager

Box Office equipment & Laser Scanner equipment at \$0.00 rental cost to client, including Verizon 5g data plan in each device as a backup to Client's existing wifi internet infrastructure. Estimated equipment: 10 laser scanners, 6 mobile box offices. Client to cover any shipping costs related to sending or receiving equipment. Client is responsible for any lost or damaged equipment at the current market replacement cost of the lost or damaged equipment. Afton will bill Client for any lost or damaged equipment and will take the replacement/repair amount out of the funds due to Client or will invoice client.

Onsite Afton Rep for 4 days of the 2023 fair to help client learn the Afton system and to help with onsite training. Covers up to 8/hrs per day of wages, transportation, and hotel. If Client sells over 15,000 fee-baring Tickets this is provided at \$0.00 cost. If client sells less than 15,000 fee baring tickets, Client agrees to cover the transportation and hotel costs.

Afton Account Manager

Afton will provide an Account Manager to the Client. Your Account Manager will have defined in-office hours. Client agrees to communicate with their account manager during their defined in-office hours. For emergency situations, and for day-of event emergencies, you can contact your account manager. Client agrees to be respectful of their account manager's time on evenings and weekends if it's not an emergency situation. Account Manager responsibilities include equipment training, client portal training, and assisting on Afton platform related questions. At Afton's discretion, we reserve the right to redefine your account managers time allocation if your account manager is having to spend an unreasonable amount of hours on your account, which will be based on your ticket sales volume. Your Account Manager can build your first event for you, with an option to also help build out some of your events in emergency situations. However, Client is ultimately responsible for managing their events and for any edits to the event after your account manager has created the event for you. The intention is not for your account manager to completely manage your created events and make every edit on your behalf. If your account manager builds an event for you, all event information is required in order to build your event. Once all required information is received, the following timeline expectations are as follows (though turnaround time may be quicker): 3 business days for a GA event, 7 business days for a reserved seat map event, 7 business days for an event series containing more than 6 events.

Client Responsibilities: Afton Client Portal & Day-Of Event

Client is responsible for ensuring at least 1 of their team members attend a client portal zoom training and learns how to properly build, edit, and manage their events in the Afton client portal within 7-10 business days of the 1st event on sale. Client needs to become proficient on the Afton Tickets client portal. Client is responsible for any actions, mistakes or errors made by Client's team members on event build, edit, or creation. For day-of event, client is responsible for having at least 1 team member that has completed equipment training with their account manager, and who is proficient at Afton equipment setup, operation, and training Client's onsite cashier and ticket scanning staff. Client's box office manager will act as the point person for Client's team for everything Afton equipment related. If an onsite Afton rep is provided, the Client's

box office manager is still responsible for their onsite team and for understanding how to setup and use the Afton equipment. Client is required to check, verify, and approve any reserved seat maps built by the Afton team before going on sale.

Assumptions and Client Obligations

The fees, schedule and deliverables in these Specifications are conditioned upon Client's fulfillment of this agreement. If Client fails to meet these obligations, the services and Equipment may not function or may function incorrectly.

Client can use Afton's merchant gateway, in this case, all merchant service fees are responsibility of Afton and card processing will be passed to the customer or absorbed by the client and retained by Afton. In this case, amounts are collected by Afton's payment gateway on behalf of Client, after offset of all amounts due Afton (the "Net Receipts"), will be remit to Client. It is the responsibility of the Client to ensure proper payment option and information is selected and submitted to Afton through Client dashboard payee details accessible through hq.aftontickets.com. Client must also sign and submit completed W9 to Afton before any payout can be issued. The Net Receipts with respect to an Event will be paid to Client within 7 business days following conclusion of the Event along with a settlement report provided all necessary documentation and information are retrieved from Client, Event, and staff. If Afton's merchant gateway is used, Client is responsible for any chargebacks or merchant gateway costs incurred to Afton by the Client's ticket purchasers. If an event is canceled and Afton agrees to make an exception to our no refunds, no exception policy on Afton Fees, Client agrees to reimburse Afton for the merchant gateway costs for card processing on the original transaction and any costs associated with initiating those refunds of Afton's fee. If Afton has paid out "Net Receipts" to Client and any chargebacks, refunds, or other additional merchant gateway costs are incurred to Afton, Client is obligated to and agrees to reimburse Afton for those incurred expenses.

COMPENSATION

1. N/A ☐ a. FIXED FEE FOR SERVICE: N/A.

Afton is compensated based on the admission tickets and add-on items sold through the Afton platform via the Service Fee. Client has the option to pass the service fee onto the ticket purchaser or absorb the service fee as defined below. If Afton's payment gateway is used, Afton is reimbursed the 3% card processing fee that Client can either pass onto customers or absorb.

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

2. AND

N/A ☐ a. The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

N/A ☐ b. The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☒ **c.** Other (specify): The following Fee Table is the compensation for Afton Tickets. Client has the option to pass fees onto ticket purchaser or absorb fees, this can be independently set per Ticket Type on the online, box office cash, and/or box office card level.

2. FEE TABLE PRICING: IN-PERSON EVENT TICKETS

ONLINE AFTON SERVICE FEES

SERVICE FEE TYPE	TICKET FACE VALUE	BASE AFTON SERVICE FEE	% OF TICKET FACE VALUE AFTON FEE
Admission & Add-On Items	\$0.01 to \$5.00	0.75	0.00%
Admission & Add-On Items	\$5.01 to \$8.00	\$0.99	3.00%
Admission & Add-On Items	\$8.01 or Greater	\$1.29	3.00%

DISCOUNTED BOX OFFICE AFTON SERVICE FEES

Admission	\$0.01 to \$5.00	\$0.50	0.00%
Admission	\$5.01 to \$29.99	\$1.00	0.00%
Admission	\$30.00 or Greater	\$2.00	0.00%
Non-Admission (Add-on Items)	\$0.01 or Greater	\$0	4.90%
Parking/Camping	\$0.01 or Greater	\$1.00	3%

**Card processing is in addition to Afton's fee and client can choose to pass this onto the customer or absorb it. See "Card Processing" section below for details.*

Pre-Printed Physical Tickets Afton can provide pre-printed physical hard tickets to client upon request, with at least 10 days prior written notice. There is no Afton Service Fee on \$0.00 face value comp hard tickets, but there is a \$0.20 per ticket for printing/handling fee + shipping costs billed to Client. Pre-

printed tickets sold for a face value of \$0.01 or greater will have an Afton Service Fee equal to the discounted box office fee associated with its price tier that can be passed onto the purchaser, and will not include a printing/handling fee.

OPTIONAL ADD-ONS AT ANYTIME

Client can choose any of these optional add-ons at anytime:

1. Full White Label Ticket Purchase: + \$0.00 extra fee Waived as part of this deal
Afton's white label feature replaces the Afton Tickets logo with your company logo throughout the entire online ticket purchase process and replaces the Afton Tickets logo for online tickets with your logo.
2. Additional Anti-Fraud Protection: + \$0.10 per online ticket passed to purchaser
Afton already has built in fraud protection tools. But this additional feature adds another layer of protection with AI machine learning provided by Sift Science, a world leading fraud tool. Sift's real-time machine learning powers automated decisions to stop fraudulent behavior proactively and stay ahead of emerging trends.

Client Choose One:

☒ Yes, add Sift fraud protection

☐ No, we don't want Sift fraud protection

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement.

- (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, 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 Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.
- In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: Don Crawford

Title: Director, Parks, Fair, & Facilities Department

Address: 223 East Fourth Street, Suite 7 P.A. WA 98362-3000

Telephone: 360.797.8283

E-mail: Donald.crawford@clallamcountywa.gov

Fax:

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
- (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☐ Project completion.
- X ☐ Other (specify): Reporting is accessible in real-time in the Client's Afton HQ Portal.

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.



2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Property damage	\$1,000,000 per occurrence
	\$2,000,000 aggregate

☒ **WORKERS COMPENSATION:** Statutory Limits

Employers Liability Limits are \$1,000,000/\$1,000,000/\$1,000,000

- ☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | |
|---|----------------------------|
| Bodily injury, liability, including death | \$1,000,000 per occurrence |
| | \$2,000,000 aggregate |
| Property damage liability | \$1,000,000 per occurrence |
| | \$2,000,000 aggregate |
- ☐ BUSINESS AUTOMOBILE LIABILITY: \$1,000,000 per occurrence

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

- ☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed N/A Dollars (\$N/A) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.
- ☐ 4. Other (specify):.

Commissioner Mark Ozias questions regarding the proposed fair ticketing system

Notes:

1. *Bulleted & bold paragraphs are Commissioner Ozias's questions.*
2. *The italicized paragraphs are the responses.*

- **Given this will be a substantial change and our first time working with this vendor, are you comfortable with the three-year term?**

While no Afton client has yet to ask to terminate a contract early, the vendor will provide an "OUT Clause Addendum" if, after year one, they make an egregious mistake or cannot remedy something that was their fault. Thus far, Afton maintains a 96%+ contract renewal rate after the initial 3-year term and has a strong track record.

The 3-year term allows Afton to recoup their extensive start-up investment since, unlike the other two options, Afton charges the county nothing upfront for its services- technical support before, during, and after the fair, newer equipment w/ backups, Verizon 5g, onsite customer service representative, etc.

- **At least one Fair Board member has told me specifically that the Fair Board authorized and supported the ability to process credit card payments, but not necessarily a new ticketing system. Please be ready to share with greater specificity what the Fair Board has discussed and their recommendation.**

Implementing a "Ticketing System" (even if not identified as such) at the Clallam County Fair has been a continual topic of discussion at board meetings since fair board representatives returned from the Washington State Fair Association Convention in October of 2022 talking about the Saffire Ticketing service. The Board has expressed keen interest in not only credit card usage but also the ability to perform preseason ticket sales (discounts) and use electronic tickets, QR Codes, etc. We have checked the Agenda Records and have identified at least five times that a ticketing system or elements of a ticketing system were formally discussed since the 2022 county fair.

Fair staff have acted on the direction of the board to proceed with this implementation. We contacted three ticketing system vendors with a significant presence in the "Fair" market and conducted due diligence to determine the best buy for the county. Our recommendation is a result of those efforts. Because our recommended ticketing system vendor (Afton Tickets) is 100% user fee-based, it wasn't necessary to matriculate the formal RFP process.

- **Given that when credit card processing fees (and fraud protection fee) are added to the ticket/base fee schedule that was presented, please present a chart that more fully describes the totality of the fee structure; it would be helpful to dummy up a couple of examples to illustrate how the fees would work: Maybe a family of 4 who purchases tickets via credit card online, an individual who wants to pay cash at the gate, and maybe a discount/advance sale example.**

It is vital to understand three things prior to looking at the examples of Afton Ticketing Service Fees-

1. *The Clallam County Fair will continue to accept cash admission fees at the gate. There is no effort to eliminate cash.*
2. *All ticketing fees except merchant processing will be absorbed into the face value of each ticket.*
3. *Ticket service fees are assessed one of two ways and will never be charged for both.*
 - a. *Online fees occur if the patron buys a ticket online.*
 - b. *Box Office fees apply only if the patron is in-person, standing in from of a box office and paying in person.*

Commissioner Mark Ozias questions regarding the proposed fair ticketing system

Examples of Afton Ticket Service Fees- "A family of 5 goes to the fair (online purchase)"

Pre-Season (ONLINE)	Ticket Face Value	Ticketing Fees included in face value of ticket	Afton ONLINE Fee	Fraud Protection	Absorbed Ticket Charges
Adult	\$10.00		\$1.29	\$0.10	\$1.39
Adult	\$10.00		\$1.29	\$0.10	\$1.39
Student	\$8.00		\$1.23	\$0.10	\$1.33
Student	\$8.00		\$1.23	\$0.10	\$1.33
Youth	\$7.00		\$1.20	\$0.10	\$1.30
SubTotal Admission	\$43.00		\$6.24		\$6.74
Credit Card Processing Fee (3%)	\$1.29				
Total Fair Admission	\$44.29				

Examples of Afton Ticket Service Fees- "A family of 5 goes to the fair (box office cash purchase)"

Day of (Box Office)	Ticket Face Value	Ticketing Fees included in face value of ticket	Afton ONLINE Fee	Fraud Protection	Absorbed Ticket Charges
Adult	\$12.00		\$1.00	\$0.10	\$1.10
Adult	\$12.00		\$1.00	\$0.10	\$1.10
Student	\$9.00		\$1.00	\$0.10	\$1.10
Student	\$9.00		\$1.00	\$0.10	\$1.10
Youth	\$9.00		\$1.00	\$0.10	\$1.10
SubTotal Admission	\$51.00		\$5.00		\$5.50
Cash Sale	\$0.00				
Total Fair Admission	\$51.00				

- Do you have any information about what the equipment replacement cost would be should we break something?

In the company's history, clients have broken two tablets and lost one laser scanner system. A replacement tablet is \$550, a replacement handheld is \$400, a replacement card reader is \$60, and a replacement mobile printer is \$530.

Also, know that for large clients like Clallam County Fair, if, in the scheme of the fair year, there is a broken or missing piece of equipment, Afton most likely not bill for the replacement since the ticket fees will more than make up for broken or lost piece of equipment.

- Given that the Fair is primarily a weekend and evening event and that the account manager is expressly not supposed to work on weekends and evenings, any concerns about accessing needed support during the fair?

Commissioner Mark Ozias questions regarding the proposed fair ticketing system

The onsite Afton rep will be at the fair during the day and on call in Port Angeles after hours for support. A second remote Afton Account Manager is also on call during the fair. Bottomline, Afton has a vested interest in the long-term success of the fair.

- **If the proposition is that a ticketing platform and associated marketing improvements will result in more excellent attendance, what are we expecting? What are the relevant metrics for understanding success?**

A "breakage" rate for online tickets is typically 10% to 18%. The breakage rate is the % of online ticket purchasers who never attend the fair. So, you keep their money; those no-shows, if they had not bought online and planned to pay at the gate, never would have spent their money. So, for every 1,000 online tickets you sell at \$9, 10% to 18% of \$9,000 is about \$900 to \$1700 in free money, the fair gets that they would never have had without an online ticket system.

Online ticket purchasers are 15x more likely to attend your event since they have already paid. Afton cites many examples of events like "The Brewfest," which had 35,000 people click "I'm attending" on their Facebook event, and then only 3,100 people showed up the day off and paid at the door. Attendees are significantly more likely to change plans or not attend if they have not bought an online ticket.

As for growth, that depends on our marketing. The Afton team provides free technical assistance to run paid Instagram/Facebook targeted ads with a small budget proven to generate online ticket sales. Online ticketing allows us to run paid social media ads, and the person can instantly CLICK buy tickets and purchase when they see the ad. Versus traditional old media (billboard, tv ad, radio ad) where attendees may see or hear of your fair but not have an easy, actionable way to buy tickets. So, they hear about your fair on a poster or a radio ad a week prior to the fair, then forget about it and never actually attend.

Typically, 1st year online sales are 20% to 25% of total fair attendance, though it can be higher if the fair uses the marketing tactics, we teach them. Year after year, that grows as patrons get used to buying online and skipping the box office lines. After a few years, Marion County Fair sold up to 50% of fair attendance online. And it keeps growing year after year.

Every online ticket sale puts guaranteed money in the fair's pocket, making that person much more likely to attend the fair. This "stickiness" means any online sale will help ensure the person shows up to the fair and they will then spend money within the fair itself on food/beverage, etc. This is the true power of online sales and why fairs that year after year market online ticket sales and convince more and more of their attendees to buy online end up seeing significantly higher revenues.

Cost Comparison

EQUIPMENT RENTALS

Based on research, Saffire and most other ticket platforms use a 3rd party company for their equipment rentals and do not own their equipment. The devices are older, battery life is reduced, and the gear exhibits more wear and tear.

Afton Tickets owns all its equipment. This significant investment ensures that Afton clients have a superior user experience. Afton equipment is newer, and in better condition, and handpicked to work best with the Afton Tickets box office & laser scanner app.

Afton Tickets provides ALL Equipment & a built-in Verizon 5G data plan in each device at a \$0.00 cost.

	14 Laser Scanners	8 Card Readers	8 Ticket Printers	8 POS Units for Box Office	6 "MIFI" Hot Spots
					Afton devices have
Afton Tickets	\$0.00	\$0.00	\$0.00	\$0.00	built-in Verizon 5G at \$0.00 Cost
Saffire	\$1,260	\$120	\$480	\$720	\$510
Ignite	unclear*	unclear	unclear*	unclear*	unclear*

**Igniter does not specify how much equipment the fair will get; this is concerning. The Fair would have to use its own devices or rent from Igniter. Concerned that their proposal does not indicate the # of equipment units the fair will get and does not clearly say if that will come at a high rental cost.

*For Saffire Rental Costs: These are very conservative rental equipment estimates. Fairs that have switched to Afton Tickets from Saffire have reported paying upwards of \$8,000 to \$12,000 for Saffire ticketing equipment due to hidden fees.

Columbia County Fair used Saffire and moved to Afton Tickets because the Saffire equipment was old, battery life was horrible, and died quickly (they had to swap out new devices every 30-45 minutes). Columbia county fair was so unhappy that they demanded to be let out of their Saffire contract two years early so they could switch to Afton Tickets. They were tired of being charged so much money to rent sub-par equipment.

TICKET PROVIDER'S WIFI SITUATION

Afton Tickets' devices each have built-in dedicated Verizon 5G data plans for wifi connectivity. This means no hot spots are required. No matter where the machine goes, you have Verizon 5G directly in the device. Rather than ten devices using the bandwidth of 1 Mifi hot spot, with Afton Tickets, each device is free to go wherever it wants to go without needing to be near a MIFI hot spot, and the ratio of bandwidth is 1:1 with Afton instead of 1:10 with Saffire's multiple devices tethered to 1 MIFI hotspot situation.

It does not appear that Igniter Tickets provides any built-in wifi or data plans to the devices; they do not specify what type of devices Fair would get, how new, or if Igniter owns them or rents from a 3rd party. They make no mention of hotspots either.

One key reason Columbia County Fair moved from Saffire to Afton Tickets was that the connectivity of Saffire's MIFI hotspots could have been better. Reporting that box office and scanning were down for periods during the fair.

ONSITE TICKET REP

	Ticket Rep Wages	Travel Costs to/from	Hotel / Lodging	Food Per Diem for Fair
Afton Tickets	\$0.00	\$0.00*	\$0.00*	\$0.00*
Saffire	\$3,000	est. \$1,000	est. \$1,000	est. \$200
Ignite Tickets	No mention of onsite Rep	No mention of onsite Rep	No mention of onsite Rep	No comment from the onsite Rep

**Afton Tickets waives Ticket Rep Wages no matter what. Afton Tickets waives all travel costs, hotel/lodging, & food per diem if the Fair sells 15,000+ tickets which, based on the Fair's numbers - so it's a sure thing that Afton's onsite Rep will be altogether \$0.00 cost to the fair.*

TICKET LINK INITIAL SETUP & BUILD

Cost for Ticket Provider to Build Your Ticket Event

Afton Tickets	\$0.00 - Afton Account Manager can build out your complicated fair Ticket Build at no cost, making onboarding a breeze and saving your team dozens of hours
------------------	--

Saffire: \$1,000 to help build out your Ticket Build

Ignite \$2,456 upfront cost for initial setup + \$1,440 client training + \$1,900 for box office support & training*

Columbia County Fair switched to Afton Tickets from Saffire in 2022. It's reported that it took fair staff 30-40 hours to figure out how to build out their event on Saffire's platform, which was very stressful.

*Igniter Tickets offers a \$2,150 discount from their total upfront setup fees of \$5,796 - however, this sponsorship discount forces the fair to use ALL Igniter branding everywhere, including on tickets for five years.

Afton Tickets does not force the fair to do this, and the fair can use Afton's white label branding (no Afton branding) for the ticket purchase and replace Afton's logo on the top tickets with the fairs logo so much more flexibility and less forced branding.

**Igniter Tickets offers a \$2,000 signing bonus off the \$5,796 upfront setup fees - however, the downside is a forced 5-year contract. Which locks the fair into a ticket company that is not experienced in county fairs; Igniter is much more focused on Sports, which is concerning.

WILL CLALLAM FAIR BE CHARGED A MINIMUM UPFRONT COST?

☐ **Saffire** typically charges a \$7,500 to \$10,000 (or more) minimum to their fairs, regardless of how many attendees show up. This is dangerous for the fair if a given year's attendance is lower than expected. (Plus, the equipment rentals and onsite staffing costs are fixed and do not go down if fair attendance is lower than usual for any reason).

☐ **Ignite Tickets** minimum upfront cost? \$5,746 in upfront fees for services that the fair expects should be free such as account setup and training + whatever Igniter charges for the fair to rent all equipment or purchase their equipment. Igniter also has a \$15,000 minimum for online ticket fees, so if attendance or ticket sales are lower than in previous years, the fair still needs to pay these minimum costs.

☐ **Afton Tickets have \$0.00 minimum upfront costs and \$0.00 minimum.** You are protected with Afton if your fair sees a significant decrease in attendance due to weather or other factors.

Afton Tickets makes all of its money off sold tickets, in the small service fee passed to the attendee/purchaser. Afton's compensation is tied solely to the fair's ticket sales instead of charging upfront or minimum required payments.

One of Afton's large Strawberry Festivals had the rainiest event year ever in 2022, and their attendance was down 40% due to continuous rain. They were delighted that year to know that Afton Tickets charges \$0.00 minimum and \$0.00 upfront costs.

ONLINE SERVICE FEES

ONLINE TICKETS: Ticket Face Value	Afton Tickets Online Service Fee	Saffire Online Service Fee
\$5.00	\$0.75	\$0.75
\$7.00	\$1.20	\$1.00
\$10.00	\$1.59	\$1.50
\$16.00	\$1.77	\$2.00
\$20.00	\$1.89	\$2.00
\$41.00	\$2.49	\$4.00
\$51.00	\$2.79	\$5.00

Caution: It's reported that Saffire charges an extra Per Order "Card" fee to attendees of \$2.00 or \$3.00 **on top of their per-ticket service fee online and at the box office.** One of Afton's fair clients who previously used Saffire noticed this after year one and was unaware of this egregious extra charge on top of ticket fees.

IGNITER TICKET ONLINE FEES

A bit unclear, but there is a \$15,000 minimum for online fees no matter how few tickets the fair sells. This part of their proposal needs to be clarified, leaving room for interpretation.

Card Processing Fee

(Only for debit/credit card sales

online or at the box office)

Afton Tickets Discounted to 2.75%

Saffire 4.00% (very high)

Ignite Tickets It unclear but looks like 3% to 3.5%

IN SUMMARY

Saffire up-front costs include:

- ☐ **\$1,000 for Ticket Event Build & Setup**
- ☐ **\$5,200 for Onsite Rep wages & transportation/hotel/per diem**
- ☐ **At least \$3,100 or more in equipment rentals**
- ☐ **\$7,500 to \$10,000 per year in MINIMUM requirements, no matter what attendance is**
- ☐ **Concerning fairs using Saffire was so unhappy they switched, and feedback on how Afton outperformed Saffire shows that Afton's pricing model, discounts, and Afton's execution onsite far exceeds Saffire's execution.**
- ☐ **Concern that fairs report Saffire's network connectivity and 3rd party rental company devices have lousy battery life and are so worn.**
- ☐ **Saffire's model appears to be more up-front cost, flat required costs, minimum required cost per year, etc., which is riskier than Afton's "everything free, just a small per ticket fee" to protect the fair in any year where attendance is lower than we expect**

IGNITER TICKETS

- ☐ **Many upfront costs for account setup and training.**
- ☐ **They seem to be nickel and dime and are not full service.**
- ☐ **Fair is responsible for procuring their Thermal Tickets, which adds considerable cost.**
- ☐ **\$400 extra setup for a seat map or arena**
- ☐ **The 5-year required deal term, which is risky as they specialize in sports, is not fair**
- ☐ **The minimum cost of \$15,000 for ticket fees, no matter what attendance ends up being**
- ☐ **Lots of fine print in the proposal, which concerns mentioning extra fees, and many items in the proposal are unclear or marked as "TBD" - assuming in the final contract, we would see even more hidden fees not outlined on the proposal.**

AFTON TICKETS:

Afton Tickets are \$0.00 for all the items listed above, with \$0.00 minimums and \$0.00 upfront costs.

By passing Afton's small service fee onto the ticket purchaser, everything Afton does for the fair will be an actual \$0.00 cost.

- ☐ **Afton appears to beat out the other companies based on the quality of equipment, feature set, pricing, client support, onsite support, and the overall approach of full-service + one complete system that does everything the fair needs.**
- ☐ **Afton's client list is impressive, and many large fairs and testimonials from Afton fair clients have been nothing but praises. Afton has experience in onboarding fairs that previously had no online ticket solution and has experience in onboarding fairs that once used Saffire and were very unhappy with Saffire's performance.**

- ☐ Afton ensures the fair spends \$0.00 upfront costs
- ☐ Afton is based in Portland, Oregon, and is more local than Saffire or Ignite tickets.
- ☐ Afton's co-founder has spent considerably more time with Don and fair team members in meetings, phone calls, zooms, emails, etc., than the other two companies. This illustrates their willingness to address any questions or concerns the fair has in moving to online ticketing, as well as speaking to the fact that Afton cares about its clients.

Crawford, Donald

From: Bruce Skinner <omhf4@olympen.com>
Sent: Monday, April 24, 2023 8:55 AM
To: Crawford, Donald
Subject: FW: Online Ticketing

Dear Don,

Read the story in the paper last week, and wanted to let you know that going to online ticketing is the best thing we've ever done:

1. It's allowed us to have a record of everyone who attended our events. For me, that is the most important reason to go to online ticketing – we have a database of our attendees at the conclusion of every event we do. We don't have to start all over every year selling our tickets – we typically email them six months prior to our event, which allows for early cash flow.
2. You can get the ticketing company to market for you to other individuals in the Northwest that have similar demographics to your attendees.
3. Taking cash is much slower at the gate. We have eliminated long lines, even at our much smaller auction events.
4. POS, hard tickets are perceived to be archaic. You can't go to a Mariner, Seahawk, Symphony, concert or almost any other event in the Northwest now without purchasing your ticket online.
5. A growing number of local events are using online ticketing – Juan de Fuca Festival of the Arts, the North Olympic Discovery Marathon, Field Hall, etc.

Let me know if you have any further questions, thanks!

Bruce Skinner
Executive Director
Washington Festivals and Events Association

Crawford, Donald

From: Ryan Kintz <ryan.k@aftontickets.com>
Sent: Thursday, April 20, 2023 10:49 AM
To: Crawford, Donald
Subject: Another Testimonial!

Hey Don,

As someone who has produced events for over 20 years, including the Marion County Fair I wanted to offer a voice of support for Afton Ticketing and their services. We use them for all of our client events and I am a sincere fan. Using services like theirs all but eliminates loss or theft at the cash box, keeps me immediately informed on attendance numbers and gives us the contact information to reach back out to previous attendees and ask them to come back to an event they have already experienced. I know those are the very best customers to solicit and we can do it because of the ticketing system. We have had incredible success offering on line ticket sales, offering early bird discounts and creating excitement leading up the Fair, and other events. The Marion County Fair is now preselling more tickets than they took at the window just a few years ago!

While I have enjoyed impeccable service from Afton, if we didn't use them for some reason we would still find a similar company and continue to use advance on line sales, that is how important online ticket sales are for our fairs. It limits cash at the box office and develop that invaluable contact list from the people who bought on line.

I interact with Fairs in 11 States and constantly suggest they go with a ticketing company for all the above reasons. Afton remains my top choice.

Scott Ingalls

Owner, Ingalls & Associates

360 Events Northwest

866-904-6165



Ryan Kintz

Founder/CEO | Afton Tickets & Afton LiveStream

m: (503) 559-6183 | [Book a Meeting](#)



[Afton Tickets Overview](#)

[LiveStream Overview & Features](#)



AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) MAY 01 2023

Department: Parks, Fair, and Facilities

WORK SESSION ☒ **Meeting Date: 05.01.2023**

REGULAR AGENDA ☒ **Meeting Date: 05.09.2023**

Required originals approved and attached? ☐

Will be provided on:

Item summary:

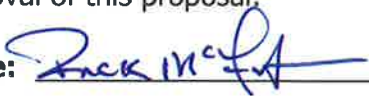
- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 301-23-003 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Review summited PSA proposal from Wetherholt and Associates for the roof design consulting, construction administration, bid assistance and part-time application inspection services. This project is for replacing the roofs at the new and old Juvenile Buildings.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐ **Funds for this project have been approved in the 2023 budget.**

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Parks, Fair, and Facilities recommend approval of this proposal.

County Official signature & print name:  Rick McFarlen.

Name of Employee/Stakeholder attending meeting: Rick McFarlen

Relevant Departments: Parks, Fair, and Facilities

Date submitted: 04.25.2023

* Work Session Meeting - Submit 1 single sided/not stapled copy

Agenda Item Summary Re-roof Juvenile 04.24.2023

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

Revised: 3-04-2019



PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Wetherholt and Associates, INC.

Address: 14715 NE 95th Street, Suite 100
Redmond, WA 98052

Phone N^o: 425-822-8397

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B – Compensation
- ☒ Attachment C - General Conditions
- ☒ Attachment D - Special Terms and Conditions
- ☐ Attachment E (specify) –

copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the 9th day of May 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 20 .

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

WETHERHOLT AND ASSOCIATES.

Print
name: _____

Title: _____

Date: _____, 2023

Mark Ozias, Chair

Print
name: _____

Originals: BOCC
Vendor
Initiating Department
Copies: 1 with Contract Summary

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY

SCOPE OF WORK

See Attached Proposal.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay the Contractor a fixed fee of **Eighty Thousand Seven Hundred and Fifty Dollars. (\$80,750)** to be collected in a total of four phases. For the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

Each request for payment shall be supported by an invoice specifying the tasks completed up to the request for payment and the payment amount requested. In no event shall payment be sought in an amount which represents a percentage of the fee greater than the percentage of completed tasks.

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position

Hourly Rate

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) _____.

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$) for the completed work set forth in Attachment "A."

2. AND

☒ **a.** The compensation set forth herein includes, without limitation: labor, materials, equipment, travel, telephone, computer, copiers, and the like.

OR

☐ **b.** The County shall reimburse the Contractor for actual expenses incurred for travel, telephone, copiers, and computer. Reimbursement for airfare, mileage, meals and/or accommodations shall be at the same rate as that applicable to county employees traveling on county business.

OR

☐ **c.** Other (specify): _____

GENERAL CONDITIONS

1. Scope of Contractor's Services. The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Attachment A during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.
2. Accounting and Payment for Contractor Services. Payment to the Contractor for services rendered under this Agreement shall be as set forth in Attachment B. Unless specifically stated in Attachment B, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The County shall compensate the Contractor through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Attachment B.

3. Delegation and Subcontracting. Contractor's services are deemed personal and no portion of this contract may be delegated or subcontracted to any other individual, firm or entity without the express and prior written approval of the County Project Manager.
4. Independent Contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Attachment B and the Contractor is not entitled to any county benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental or other insurance benefits, or any other rights or privileges afforded to Clallam County employees. The Contractor represents that it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract with the Internal Revenue Service on a business tax schedule, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

In the event that either the state or federal government determines that an employer/employee or master/servant relationship exists rather than an independent contractor relationship such that Clallam County is deemed responsible for federal withholding, social security contributions, workers compensation and the like, the Contractor agrees to reimburse Clallam County for any payments made or required to be made by Clallam County. Should any payments be due to the Contractor pursuant to this Agreement, the Contractor agrees that reimbursement may be made by deducting from such future payments a pro rata share of the amount to be reimbursed.

Notwithstanding any determination by the state or federal government that an employer/employee or master/servant relationship exists, the Contractor, its officers, employees and agents, shall not be entitled to any benefits that Clallam County provides to its employees.

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
 - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
 - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement.
 - (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, 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 Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.
- In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

Interest shall accrue at the rate of 12 percent (12%) per annum from the time the County Project Manager demands repayment of funds.

23. Project Approval. The extent and character of all work and services to be performed under this Agreement by the Contractor shall be subject to the review and approval of the County Project Manager. For purposes of this Agreement, the County Project Manager is:

Name: **Rick McFarlen**
Title: **Deputy Director**
Address: **223 East 4th Street, Suite 7**
Telephone: **360.417.2302**
E-mail: **rick.mcfarlen@clallamcountywa.gov**
Fax: **360.417.2395**

In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the County Project Manager as to the extent and character of the work to be done shall govern subject to the Contractor's right to appeal that decision as provided herein.

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.

27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

1. Reporting. The Contractor shall submit written progress reports to the County Project Manager as set forth below:

- ☐ With each request for payment.
- ☐ Monthly.
- ☐ Quarterly.
- ☐ Semi-annually.
- ☐ Annually.
- ☒ Project completion.
- ☐ Other (specify):

Progress reports shall include, at a minimum, the following:

Reports shall include any problems, delays or adverse conditions which will materially affect the Contractor's ability to meet project objectives or time schedules together with a statement of action taken or proposed to resolve the situation. Reports shall also include recommendations for changes to the Scope of Work, if any. Payments may be withheld if reports are not submitted.



2. Insurance. The Contractor shall maintain in full force and effect during the term of this Agreement, and until final acceptance of the work, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended. The County, its appointed and elected officials, agents and employees, shall be specifically named as additional insureds in a policy with the same company which insures the Contractor or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48, as now or hereafter amended, and the following coverages shall be provided:

**COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death \$1,000,000 per occurrence.

\$2,000,000 aggregate

Property damage \$ per occurrence

\$ aggregate



ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)

\$ per occurrence



WORKERS COMPENSATION:

Statutory amount

- ☐ AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles
- | | | |
|---|----|----------------|
| Bodily injury, liability, including death | \$ | per occurrence |
| | \$ | aggregate |
| Property damage liability | \$ | per occurrence |
| | \$ | aggregate |
- ☒ BUSINESS AUTOMOBILE LIABILITY: \$1,000,000 per occurrence

If the Errors and Omissions or Professional Liability insurance obtained is an occurrence policy as opposed to a claims-made policy, the Extended Reporting Period Endorsement is not required.

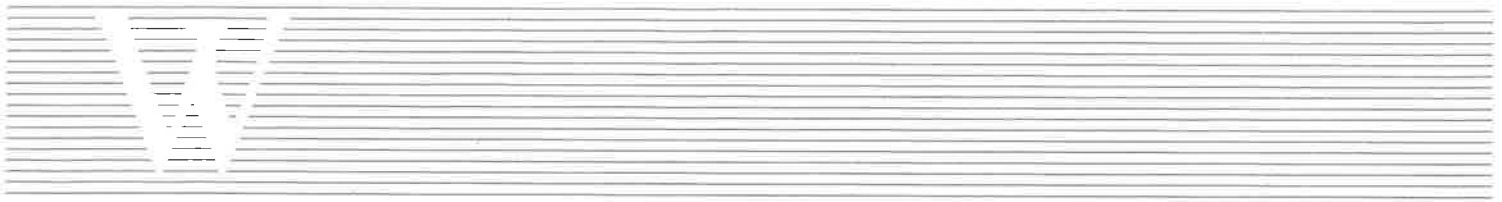
Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

Evidence of primary insurance coverage shall be submitted to the County Project Manager within 20 days of the execution of the Agreement. The Agreement shall be void ab initio if the proof of coverage is not timely supplied.

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

The coverage limits identified herein shall not limit the potential liability of the Contractor and the Contractor's duty to defend, indemnify, and hold harmless shall apply to any liability beyond the scope of insurance coverage.

- ☐ 3. Liquidated Damages. For delays in timely completion of the work to be done or missed milestones of the work in progress, the Contractor shall be assessed _____ Dollars (\$) per day as liquidated damages and not as a penalty because the County finds it impractical to calculate the actual cost of delays. Liquidated damages will not be assessed for any days for which an extension of time has been granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire project.
- ☐ 4. Other (specify):.



W E T H E R H O L T A N D A S S O C I A T E S , I N C .

April 20, 2023

Clallam County Parks, Fair and Facilities Department
223 East 4th Street, Suite 7
Port Angeles, Washington 98362-3015

Phone: 360-417-2302

Attn: Rick McFarlen
Cc: Stoney Hutto

Email: rick.mcfarlen@clallamcountywa.gov
Email: stoney.hutto@clallamcountywa.gov

Ref: Roof Design Consulting, Construction Administration, Bid Assistance, and Inspection
Services Proposal
Clallam County Juvenile Facilities
1912 and 1914 W 18th Street
Port Angeles, Washington 98363

Greetings,

As discussed with Rick McFarlen and Stoney Hutto, we are pleased to submit our proposal to provide roof design consulting, construction administration, bid assistance and part-time application inspection services for the Clallam County Juvenile Facilities reroof project in Port Angeles, Washington.

From our discussion, the following explains the phases of our work and their approximate costs. Our scope will include low slope roofs on two buildings; the newer juvenile facility built in 1994/1995, and the old juvenile facility that is planned to be converted into WSU extension office space. The plan is for the roofing work to be done in 2024.

Phase I: Roof Scoping Study/Moisture Scan

- Preliminary site visit to gain some familiarity with the low slope roof areas on the two buildings and discuss the scope of services with facilities personnel (performed 4/11/23).
- Review of any as-built drawings and roof related documents provided by the Client/Owner.
- Site visit to review the existing roof assemblies and perform an impedance moisture scan.
 - The moisture scan is being proposed to determine if installing a roof recover assembly, instead of a full tear-off, which may require upgrading the insulation, is a viable option, and to identify any areas of entrapped moisture that would require selective demo and replacement.
 - Roof cores will be performed to verify the roof cross section, to calibrate the impedance scanner and verify results. The roof cores will be repaired with short-term repair patches. The owner should engage a qualified roofing contractor to complete permanent repairs to the roof cores within 6 to 8 months.

14715 NE 95th Street, Suite 100 • Redmond, WA 98052
Phone: 425-822-8397 • Fax: 425-822-7595
www.wetherholt.com

- The roof core samples will be taken by an AHERA Certified Building Inspector and delivered to a lab for asbestos analysis, if needed.
- The survey will need to be performed when the roof surface is dry. The roof surface should also be cleaned prior to the scan, if possible, as we are unable to scan areas with debris (leaves, etc.) as the debris holds moisture, and any standing water pushed to drain.
- We would mark areas that appear to have moisture in the roof assembly with spray paint on the roof.
- Preparation of a Scoping Study/Moisture Scan Report to include recommendations for reroofing or recover systems/options to comply with the current energy code and preliminary cost estimates based on discussion with local roofing contractors. The report will include a marked-up roof plan showing the areas where anomalous areas are detected as potentially containing moisture, if any.

An estimated budget of \$10,750 should be set aside for these Phase I services which includes a \$250 fee for the use of the Tramex Dec Scanner.

Phase II: Design Development

- Once a consensus is reached on the type of roof assembly selected, we will move forward with design development.
- Site visit to perform a roof take-off for developing specifications and plans.
- Preparation of technical Division 7 sections, including sheet metal flashing, rough carpentry, roof accessory and demo sections. Clallam County will be responsible for front end sections, including but not limited to, Division 00, Division 01, procurement, contracting, general and insurance requirements.
- Preparation of CAD reroofing plans and details.
 - A draft copy of the specifications, plans, and details will be provided to the client for review and approval prior to finalization of the bid documents. Client/Owner will be responsible for submitting package to their insurance carrier for review and advertising for bids.
- Internal review by a Principal for quality assurance purposes.

Exclusions: Any required right-of-way use, roofing or construction permits from the City of Port Angeles. Any required mechanical, structural, plumbing, electrical or industrial hygienist testing/design consulting or preparation of related specifications/details that may be needed. Should it be determined that the services of a professional technician or engineer for these trades are required for the reroof design, we will notify the Client/Owner as necessary. Costs for services provided by other consultants are not included in our proposal. Other consultants should contract directly with the owner.

An estimated budget of \$22,000 should be set aside for these Phase II services.

Phase III: Bid Assistance and Construction Administration

- Preparation of an Invitation to Bid, Instructions to Bidders and Bid Form to be sent out with the bid package and drawings through a public bidding process by the Client/Owner.
- Conduct an onsite pre-bid meeting to review the reroofing scope with the bidding roofing contractors and answer questions as needed.
- Preparation of Addendum(s) that may arise from the pre-bid meeting to be sent out before the bids are due.
- Review of bids with Client/Owner. Final decision regarding which contractor to award the reroof project to will be the responsibility of the Client/Owner.
- Review and mark-up roofing submittals and shop drawings.
- Respond to RFI's and answer questions that arise during the construction phase.
- Miscellaneous involvement to develop additional details or responses during the construction phase.
- Field Inspector and Sr. Field Engineer/Principal to attend a pre-construction meeting to review the requirements (contract documents), submittals, proposed installation procedures and schedule, location and storage of materials, requirements for inspections, forecasted weather conditions, etc.

An estimated cost of \$14,000 should be set aside for these Phase III services.

Phase IV: Part Time Application Inspections and Roof Consulting During Construction

- Part-time roof application inspection services by a Field Inspector. This is based on an estimate of two to three inspections per week and an approximate 6-week reroofing schedule.
 - Assumes up to a total of fifteen (15) site visits by a Field Inspector including two (2) intermittent site visits accompanied by a Sr. Field Engineer/Principal, and a punch and final inspection.
- Inspection reports: Reports with photos documenting observations and issues noted during each site inspection. One report per inspection will be prepared with report quality assurance review by a Sr. Field Engineer/Principal.

Exclusions: Acceptance of the roof deck/substrate as suitable for commencing the reroofing/recover installation. Any required manufacturer's warranty inspections and special inspections that may be required by the city. Typically, the roofing contractor will coordinate manufacturers inspections since the warranty will be issued through them. Any required post-project inspections required by the manufacturer to maintain the warranty.

The application inspections are intended to monitor the reroofing application, verifying that the application complies with the project specifications, manufacturer's installation requirements, and good roofing practice. Proper execution of the design is the responsibility of the Contractor. Quality control, onsite safety requirements, ways, means and methods are the responsibility of the Contractor.

An estimated cost of \$34,000 should be set aside for these Phase IV services.

Total estimated budget for Phase I, Phase II, Phase III and Phase IV services - \$80,750.

The actual cost for services will depend upon the time spent. Billing will be on an hourly basis and invoices are itemized showing dates, hours, and description of work performed. Should it appear the probable cost of consulting services will be exceeded, authorization would be requested prior to the performance of additional work. *The actual cost will depend upon the contractor's schedule and diligence in completing the work properly.*

The billing rate for Ray Wetherholt, PE/RRC/RWC/REWC/RBEC/F-IIBEC is \$340/hr. The billing rate for Don Davis, RRC/RWC/REWC/RBEC; Bob Card, F-IIBEC, RRC/RWC/REWC/RBEC; Mike Caniglia, RRO/RRC/RWC/REWC/RBEC; Pravat Sripranaratanakul, RRO/RRC/RWC, Jose Laurean, RRO/RRC/RWC, Principals of Wetherholt and Associates, Inc. is \$240/hr. Field Engineers are billed at \$205/hr. Roofing Application Inspectors and Technical Services are billed at \$120/hr. for straight time, overtime at \$180/hr. Technical Assistants are billed at \$90/hr. A supply fee of \$25 per cut will be billed for all test cuts. Expenses are billed at cost plus 10%. Mileage will be billed at \$0.70 per mile. Time is billed portal to portal.

If the Client/Owner wishes to keep the building occupied during construction, Client/Owner acknowledges that it has considered the potential risks and, on its own, decided that the building will remain occupied during construction. We assume no responsibility for any results of this decision, which is solely the owner's decision, and are not responsible and have not undertaken to advise the Client/Owner regarding the building occupants and tenant employees.

In order to briefly clarify the duties of the inspector: the inspector monitors the roofing application by verifying that the contractor is following the specifications. The inspector measures lap seams, verifies that the materials specified are the materials used, that the roofing installation methods conform to the manufacturer's recommendations and the specifications. Should conflicts arise between the specifications and the installation, the inspector resolves the problem by calling the appropriate party for an answer. We encourage our inspectors to ask questions, remembering the cliché "the only dumb question is the one that was not asked".

As the inspector observes items requiring correction, these are pointed out to the foreman of the roofing crew. If the item conflicts with the specification and is not easily resolved, it is noted in a daily report. These reports discuss what occurred on the project during the day of the report, and are relatively detailed in comparison to the standard testing laboratory report.

The inspector's authority is limited, in that they cannot change the specifications, direct the work, or perform the work. They are there to observe that the roofing is installed in accordance with the specifications and good practice. Neither is the inspector the guarantor of the performance of the roof membrane; the manufacturer and the installer provide guarantees because they make and install the material.

Inspections are performed by personnel experienced in roofing application inspection and who are employees of Wetherholt and Associates, Inc.

We are continually updating our inspectors by exposing them to the differing types of roofing, and meeting with roofing materials representatives to discuss their particular requirements. In addition, we regularly meet with contractors to discuss products and application techniques. Our personnel attend local and national seminars where we learn additional roofing related information.

Wetherholt and Associates, Inc. does not guarantee the product application or materials, as this is the province of the manufacturer and applicator. We provide experienced eyes and judgment, along with detailed reporting to represent the client in a professional manner.

We have performed similar services for clients including City of Kirkland, Seattle Parks and Recreation, Snohomish County PUD, King County Library System, Kidder Mathews, and Kemper Development Company. Services included reroof design consulting, investigation of leakage, and evaluation of roof membrane, wall transitions, sheet metal flashings, below grade waterproofing, and walking decks.

By retaining Wetherholt and Associates, Inc. you will be working with a knowledgeable consultant familiar with the various wall cladding, roofing, and waterproofing systems available. However, due to the nature of roofing specification, installation, and consulting, we have found it necessary to limit our liability.

You, as our client, agree to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that you may recover against Wetherholt and Associates, Inc. (together with its officers, directors and employees) on any and all claims and/or causes of action arising under or related to this Agreement and/or the Project to the amount of compensation paid by you to Wetherholt and Associates, Inc. for our services pursuant to this Agreement. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional negligence, professional malpractice, professional errors or omissions, indemnity or contribution, breach of contract, breach of expressed or implied warranty and strict liability.

Should our proposal merit your approval, please so indicate your understanding and authorization to proceed by your signature below or issuance of a purchase order referencing this proposal and return a signed copy to us. This proposal will remain valid for 90 days and is subject to price and term changes thereafter.

Thank you for the opportunity to discuss our services. If you have any questions, or if we may be of further assistance, please do not hesitate to call.

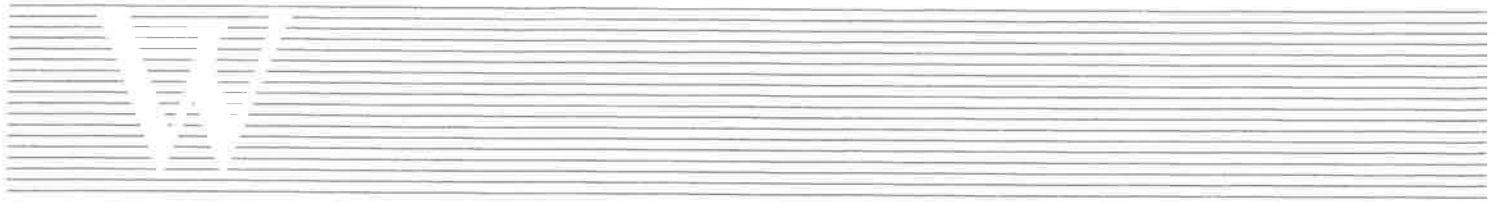


Signature of Authorization

José Laurean, RRO, RRC, RWC
Sr. Field Engineer/Principal
Wetherholt and Associates, Inc.

Date

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W E T H E R H O L T A N D A S S O C I A T E S , I N C .

April 20, 2023

Clallam County Parks, Fair and Facilities Department
223 East 4th Street, Suite 7
Port Angeles, Washington 98362-3015

Phone: 360-417-2302

Attn: Rick McFarlen
Cc: Stoney Hutto

Email: rick.mcfarlen@clallamcountywa.gov
Email: stoney.hutto@clallamcountywa.gov

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By retaining Wetherholt and Associates, Inc. you will be working with a knowledgeable consultant familiar with the various wall cladding, roofing, and waterproofing systems available. However, due to the nature of roofing specification, installation, and consulting, we have found it necessary to limit our liability.

You, as our client, agree to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that you may recover against Wetherholt and Associates, Inc. (together with its officers, directors and employees) on any and all claims and/or causes of action arising under or related to this Agreement and/or the Project to the amount of compensation paid by you to Wetherholt and Associates, Inc. for our services pursuant to this Agreement. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional negligence, professional malpractice, professional errors or omissions, indemnity or contribution, breach of contract, breach of expressed or implied warranty and strict liability.

Should our proposal merit your approval, please so indicate your understanding and authorization to proceed by your signature below or issuance of a purchase order referencing this proposal and return a signed copy to us. This proposal will remain valid for 90 days and is subject to price and term changes thereafter.

Thank you for the opportunity to discuss our services. If you have any questions, or if we may be of further assistance, please do not hesitate to call.



Signature of Authorization

José Laurean, RRO, RRC, RWC
Sr. Field Engineer/Principal
Wetherholt and Associates, Inc.

Date

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AGENDA ITEM SUMMARY

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

12
MAY 01 2023

Department: Parks, Fair, and Facilities

WORK SESSION ☒ Meeting Date: 05.01.2023

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: Discuss the over budget bid of the EV Charging Station.
To proceed with the current bid, facilities will need to ask for an additional 50,000 dollars to complete this project.

Washington State Department of Commerce Grant.	\$67,890.
Clallam County Budget Expenditure Capital.	\$25,000
Total Fund Available.	\$92,890
Hoch Construction Bid Proposal.	\$128,655
Leaving the negative amount to be funded.	(\$35,765)
Additional amount to cover any changes.	\$14,235
Total amount needed to complete the project.	\$50,000

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

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

Parks, Fair and Facilities recommend the completion of this project.

County Official signature & print name: Rick McFarlen

Name of Employee/Stakeholder attending meeting: Rick McFarlen

Relevant Departments: Parks, Fair, and Facilities

Date submitted: 04.25.2023

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

13

MAY 01 2023



AGENDA ITEM SUMMARY

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

Department: **Public Works**

WORK SESSION ☐ Meeting Date: 05/01/23

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: 2023-2025 Biennial LSWFA Grant Application

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
No

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
The department recommends the board to approve application for the LSWFA grant funding

County Official signature & print name:  Steve Gores

Name of Employee/Stakeholder attending meeting: Ronald Garcelon

Relevant Departments: Public Works

Date submitted: 4/26/2023

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

6

Clallam County

Grant Application Information

DEPARTMENT: **Public Works**

DATE SUBMITTED TO W/S: **04/26/23**

GRANT NAME: **LSWFA**

APPLICATION DEADLINE: **05/09/2023**

ISSUING AGENCY: **Department of Ecology**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **2 years**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **\$110,000**

ANNUAL AMOUNT : **\$55,000**

MATCH REQUIRED? **Yes**

MATCH AMOUNT: **25% (\$27,500 total or \$13,750/year)**

DESCRIPTION OF GRANT AND PURPOSE:

Solid Waste Planning and Implementation grant.

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

This grant will be used for facilitating the Solid Waste Advisory Committee which helps facilitate communication and coordination of solid waste programs and activities. The grant will also provide continued food waste reduction systems implementation, planning, outreach and education. Continued education an outreach regarding other household waste and organic waste reduction as well.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?

Yes, this grant furthers the department's ongoing responsibilities regarding the comprehensive solid waste management plan. Yes, this has been part of long-term department goals and tasks.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

This grant continues to provide the existing services shown above for the next two years. This service would be necessary due to the requirements of the Comprehensive Solid Waste Management Plan and HB1799 regarding organics reduction in our waste stream.

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

Required SWAC meetings will be held, Implementation of food reduction systems in our community (including schools and the food bank) can be measured by estimated tons of food waste diverted from landfills.

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

SWAC meetings are required and will need to continue to be supported by the department. Food waste and related organics waste reduction will continue to be part of the statewide requirements in solid waste planning and implementation.

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

Matching funds will come from the Enterprise fund included in the ILA Regarding Regional Solid Waste Export and Transfer System Cooperation and Implementation.

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

No, Environmental Health has separate LSWFA funds allocated for their projects.

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

NO

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?

Yes

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?

Yes, The county would have to pay for 100% of SWAC staff support and solid waste plan maintenance.

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

Yes, 30%

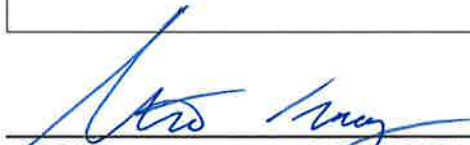
ARE THERE OTHER ACTIVITIES (GRANT OR OTHERWISE) THAT ARE BUDGETED FOR THIS YEAR THAT WILL NOT BE COMPLETED IF THIS GRANT IS APPROVED?

No

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

No changes to current budget.

OTHER COMMENTS



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Rich Sill, ADMINISTRATOR

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



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AGENDA ITEM SUMMARY MAY 01 2023

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

Department: DCD

WORK SESSION ☒ **Meeting Date: 5/1/23**

REGULAR AGENDA ☒ **Meeting Date: 5/9/23**

Item summary:

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

Executive summary:

Pursuant to RCW 84.24.230 and Clallam County Ordinance 958 – Clallam County Code Section 5.45, Clallam County adopted and imposed a property tax levy and created a special fund known as the Conservation Futures Fund to which all such levy proceeds shall be credited. The purpose of the fund is to acquire interest or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.

The Conservation Futures Program Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded, make annual or more frequent recommendation to the Board of County Commissioners for projects to be funded as part of the conservation futures program and shall develop strategic, long-term plans for the program.

The Conservation Futures Program Advisory Board met on April 12, 2023 to review applications and make a recommendation to the Board of Commissioners.

Approve and sign resolution authorizing an expenditure from the Conservation Futures Fund for the approved 2023 applications. Contract will be completed at later date.

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

Conservation Futures Fund:

Frederick W. Johns and Helle B. Anderson up to \$200,000

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

Approve and sign resolution authorizing expenditure from the Conservation Futures Fund for the approved 2023 application.

County Official signature & print name: Bruce Emery 

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments: BOCC, Finance – Mark Lane, Conservation Futures Board Chair – Suzie Bliven

Date submitted: April 19, 2023

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



RESOLUTION _____, 2023

AUTHORIZING EXPENDITURES FROM THE
CONSERVATION FUTURES FUND FOR APPROVED 2023 APPLICATION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 84.24.230 and Clallam County Ordinance 958 – Clallam County Code Section 5.45, Clallam County adopted and imposed a property tax levy and created a special fund known as the Conservation Futures Fund to which all such levy proceeds shall be credited. The purpose of the fund is to acquire interest or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.
2. The statute requires the establishment of a Conservation Futures Program Advisory Board.
3. The Conservation Futures Program Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded, make annual or more frequent recommendation to the Board of County Commissioners for projects to be funded as part of the conservation futures program and shall develop strategic, long-term plans for the program.
4. The Conservation Futures Program Advisory Board received one application from North Olympic Land Trust for Frederick W. Johns and Helle B Andersen.
5. The Conservation Futures Program Advisory Board met on April 12, 2023 to review applications and make a recommendation to the Board of Commissioners

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

1. Concurs in the recommendation of the Conservation Futures Program Advisory Board.
2. Authorizes a one-time expenditure from the Conservation Futures Fund to be allocated as follows:
Frederick W. Johns and Helle B. Andersen up to \$200,000

PASSED AND ADOPTED this 9th day of May 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, CMC, Clerk of the Board

NORTH OLYMPIC Land Trust



Farms • Fish • Forests

602 E. Front St.
P.O. Box 2945 (mailing)
Port Angeles, WA 98362
Phone: (360) 417-1815
NorthOlympicLandTrust.org
info@nolt.org

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memoriam

North Olympic Land Trust
is accountable:



- Sound Finances
- Ethical Conduct
- Responsible Governance
- Lasting Stewardship

March 28, 2023

Conservation Futures Program Advisory Board
Department of Community Development
223 East 4th Street, Suite 5
Port Angeles WA 98362-3015

Dear Conservation Futures Program Advisory Board,

North Olympic Land Trust currently seeks to conserve No Goat Farm. The Land Trust requests consideration from the Conservation Futures Program for partial funding for this effort. Conserving this farm advances the goals of the Conservation Futures Program by preserving prime agricultural soils, providing land and opportunities for future farmers, and extinguishing up to eight development rights on lands best suited for agriculture.

North Olympic Land Trust is a community-based nonprofit with a mission to conserve the land and natural resources that continue to be the foundation of our culture, economy, and way of life. Since 1990, the Land Trust has been dedicated to the conservation of open spaces, local food, local resources, healthy watersheds and recreational opportunities. Over the past 33 years, the Land Trust has permanently protected more than 3,800 acres of land for farms, fish and forests, including over 700 acres on 24 local farms.

Although great strides have been made to protect local farmland, since 1945, Clallam County has lost 78% of its farmland at an average of 843 acres per year. The Land Trust focuses on permanently conserving prime farm properties identified and prioritized as core to building a resilient farm economy and maintaining our agricultural heritage.

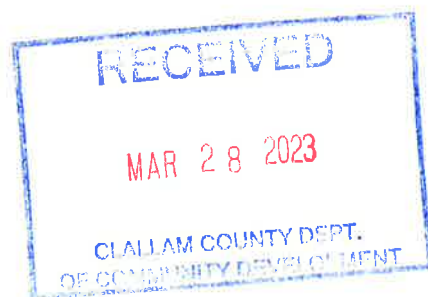
With this application, the Land Trust requests Clallam County to allocate \$200,000 of Conservation Futures funds toward the estimated total cost of \$562,000 (pending an appraisal) to conserve this farm. When matched with funding secured by the Jamestown S'Klallam Tribe through the State's Floodplains by Design program and planned community fundraising, this allocation would ensure the support necessary to protect these farmlands.

Please do not hesitate to contact me or if you have any questions for the Land Trust.

Respectfully,

Mike Auger

Conservation Director





**CLALLAM COUNTY
CONSERVATION FUTURES PROGRAM
223 EAST 4TH STREET, SUITE 5
PORT ANGELES, WASHINGTON**

**Application for the purchase of development rights and conservation easement funded
by the Conservation Futures Property Tax, Ordinance No.958**

Instructions to the Applicant

- * Please answer all questions as fully as possible.
- * You may attach additional sheets if necessary to fully answer a question.
- * Please attach copies of all deeds, surveys and lot certifications which describe the property
- * If any item is inapplicable, please mark it "N/A".
- * This is an application to sell rights and place a conservation easement on the property.
The intention of the sale and approval of the conservation easement is to promote
continued use of farmland.
- * Please submit questions and application to the Conservation Futures Coordinator who will
forward them to Conservation Futures Advisory Committee.

A. APPLICANT INFORMATION

1. Name of Applicant: North Olympic Land Trust
2. Mailing Address: P.O. Box 2945, Port Angeles, WA 98362
3. Property Address, if different from mailing address: (of land seeking conservation)

515 Towne Rd

Sequim, WA 98382

4. Telephone: (360) 417-1815 ext. 5
5. Email Address: michele@northolympiclandtrust.org
6. Contact Person: Michele Canale, Land Protection Specialist
7. Type of legal entity:

☐ individual

☒ corporation incorporated in the State of Washington (non-profit)

☐ general partnership created in the State of _____

☐ limited partnership created in the State of _____

☐ limited liability company created in the State of _____

8. LANDOWNER(S):

Legal Name: Frederick W. Johns and Helle B. Andersen

Mailing address: 111 Whidby Ave, Port Angeles, WA 98362

Telephone/Fax/Email: rickandhelle@gmail.com

9. Are there any material facts or circumstances (e.g. pending litigation, bankruptcy, etc.) relating to any of the parties to the proposed transaction which have not been described and may potentially affect the transaction? ☐ Yes ☒ No If Yes, please explain:

This was confirmed with the landowners.

B. PROPERTY INFORMATION

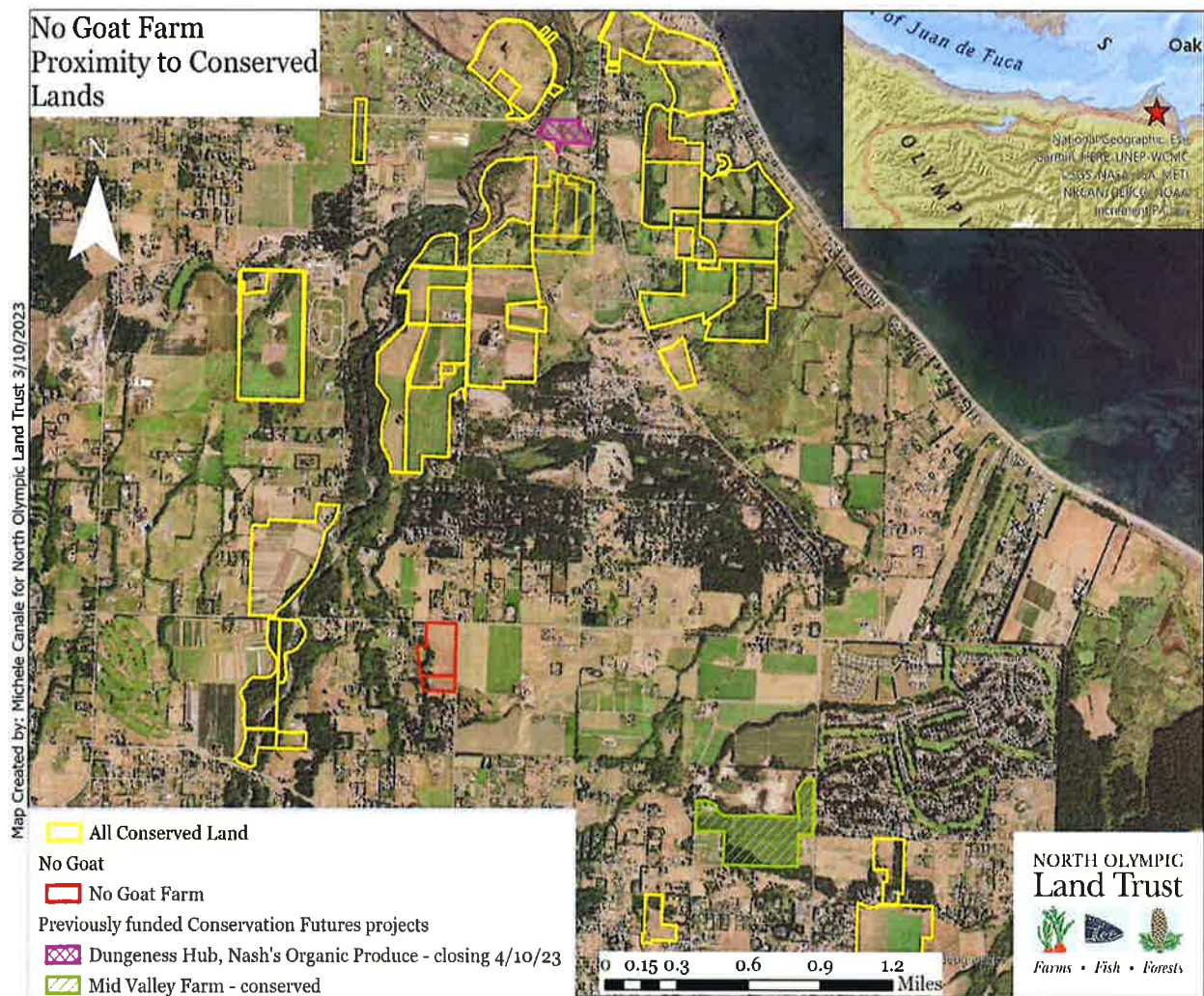
1. Is the property within the Agricultural Retention Zone?

() Yes (X) No

What is the proximity to other conserved farmland?

No Goat Farm is located in the Sequim-Dungeness Valley, with actively farmed land (zoned for Agricultural Retention) across Towne Road. To date, the closest conserved farmland is about ½ a mile away, what we refer to as Historic Ward Farm to the west. The Land Trust is active in seeking additional farmland conservation in the near vicinity to this farm.

There is additional conserved land (including farmland) nearby as shown on the map below. No Goat Farm is shown in red, and conserved lands are outlined in yellow.



Much of the conserved land shown above is in the lower Dungeness area, to the north of this property. The Land Trust has been working with our partners to conserve farmland and habitat in the lower Dungeness area since 1995 when John Willits placed a conservation easement on land he owned, Quacker Farm, in the midst of the Lower Dungeness Basin. The Jamestown S’Klallam Tribe, Clallam County, the Land Trust, Washington Farmland Trust, Washington Department of Fish and Wildlife (WDFW) and other partners including private landowners, began to form a collective vision for the Lower Dungeness that would ensure that the lands best suited for farming would remain as farmland, those best suited for wildlife would be left for the wildlife, and that all of it would retain the rural character that makes the flatlands surrounding the mouth of the Dungeness River vital to the community.

In 2021, the Land Trust did an extensive study prioritizing farmland conservation possibilities. That study highly rated both this property and other properties around this farm.

Additionally, in 2021, North Olympic Land Trust and Jefferson Land Trust completed a study that included an analysis of the working farmland that will continue to be productive in light of our changing climate. The majority of this farm was identified as a Working Farms Conservation Opportunity within that climate resiliency analysis. This means that, when considering all the implications of a warming and changing climate, this farm is likely to retain its robust productive capacity for food and fiber, and is likely to continue to have adequate water supplies. It is also almost 100% a highly visible property, as shown in that analysis.

2. Please attach a legal description of the land, recent title report, and copies of any survey maps of the property. (Size and shape)

The title report is attached, which includes a legal description. The 2023 draft survey, recently completed, is also attached.

The property is 23.27 acres as shown on the map below and the attached draft survey.



3. Are there any water rights associated with the parcels? (X) Yes () No

Please describe:

There is more than enough water for a viable farming operation.

1. The property has the main canal of the Dungeness Irrigation District running along the northern and eastern boundary of the property, as shown on the survey and on the map below. The landowners are paying for water usage through their property taxes, and Chi's Farm, the current farm operation leasing the property, will start irrigating when the season begins April 15th. There is adequate water through the Irrigation District for all of Chi's Farm's needs.
2. This property also has a water right G2-065825CL, associated with the smaller southern parcel. This claim, according to the Department of Ecology, is for a well that was grandfathered in November 2021. It allows for domestic water usage up to 5,000 gallons per day, and outdoor irrigation of up to 1/2 acre of non-commercial lawn and/or garden (since this well was used for this purpose prior

to the January 2013 effective date of the Dungeness Instream Flow Regulation (173-518 WAC)). This right can also be used for stock water for up to 15 horses, cows, sheep, llama, etc, if the landowners pay a one-time mitigation fee of \$4,000.



4. Please indicate the percentage of “prime soil”, as defined by the USDA Natural Resource Conservation Service, on the property:

() 0-49% () 50-75% (X) 76-100%

The property is 100% prime farmland soils. There are 3 soil types:

1. Agnew silt loam, 0 to 8 percent slopes, All areas are prime farmland. These are located in the northeast portion of the property.
2. Dick loamy sand, 0 to 15 percent slopes, Prime farmland if irrigated, which is the majority of the property.
3. Dungeness silt loam, all areas are prime farmland, which is a small portion along the western boundary.

This is shown below:



5. Please describe the agricultural use of the land, including number of livestock, general description of crops or specialty crops etc.

Scott Chichester of Chi's Farm has been leasing the land since April 1st, 2022. He has seeded cover crops so far, and will plant up to half of the acreage in mixed organic vegetables in the future.

There are currently no livestock on the property. If any livestock, use the property, it will be in accordance with a Land Trust approved farm plan.

6. Please list all soil and water conservation practices and plans in effect on the property.

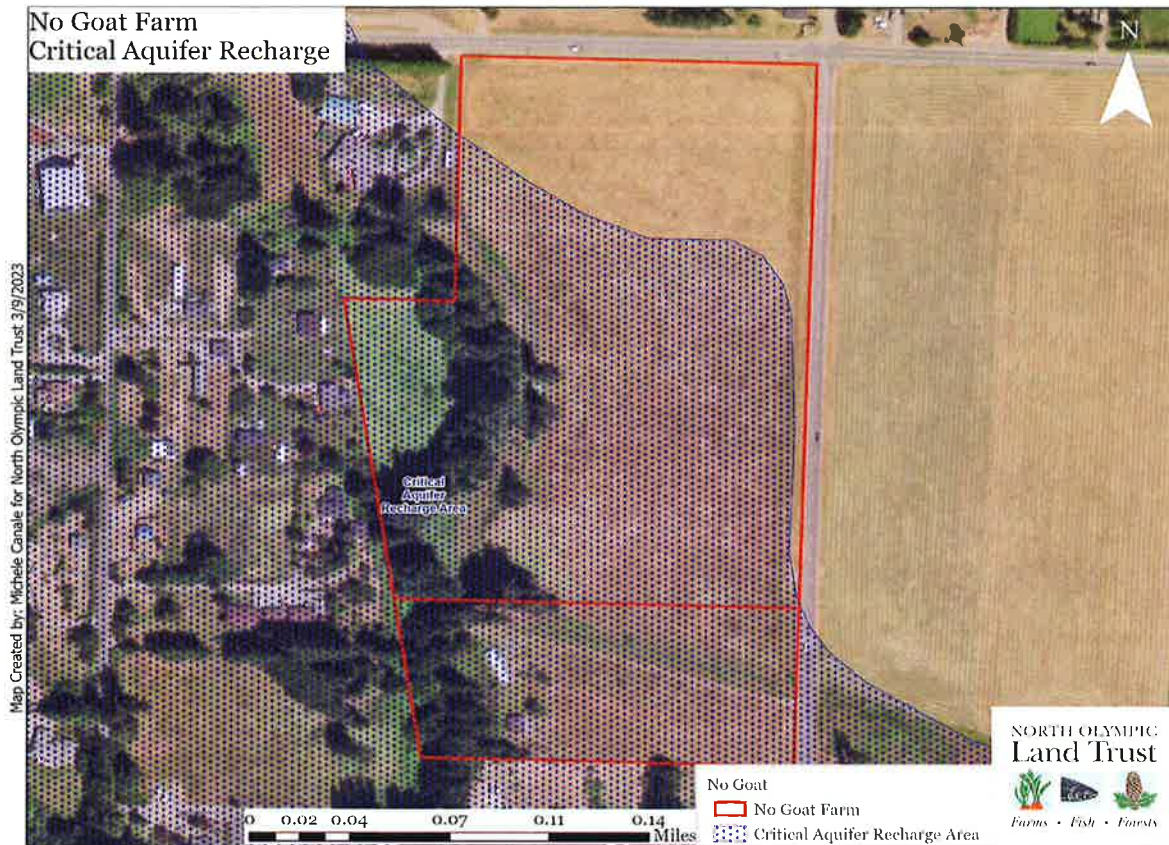
Chi's Farm is an organic farm. According to the Rodale Institute, "What connects all organic farming practices is their ultimate goal: to build and improve the soil, quite literally the foundation of our food system and our lives." As an organic farm, all Chi's Farm farming practices implement soil and water conservation practices. Specific examples include:

- The planting of cover crops. Cover crops prevent bare soils, reducing soil loss and increasing soil organic matter over time, resulting in improvements in soil structure, stability, and increased moisture and nutrient holding capacity for plant growth.
- The vegetable crops are rotated, which helps maintain soil fertility.

7. Please identify any conservation practices that address climate change.

In 2021, North Olympic Land Trust and Jefferson Land Trust completed a study that included an analysis of the working farmland that will continue to be productive in light of our changing climate. The majority of this farm was identified as a Working Farms Conservation Opportunity within that climate resiliency analysis. This means that, when considering all the implications of a warming and changing climate, this farm is likely to retain its robust productive capacity for food and fiber, and is likely to continue to have adequate water supplies. By conserving this land, we are conserving land that will be more resilient with a changing climate regardless of conservation practices.

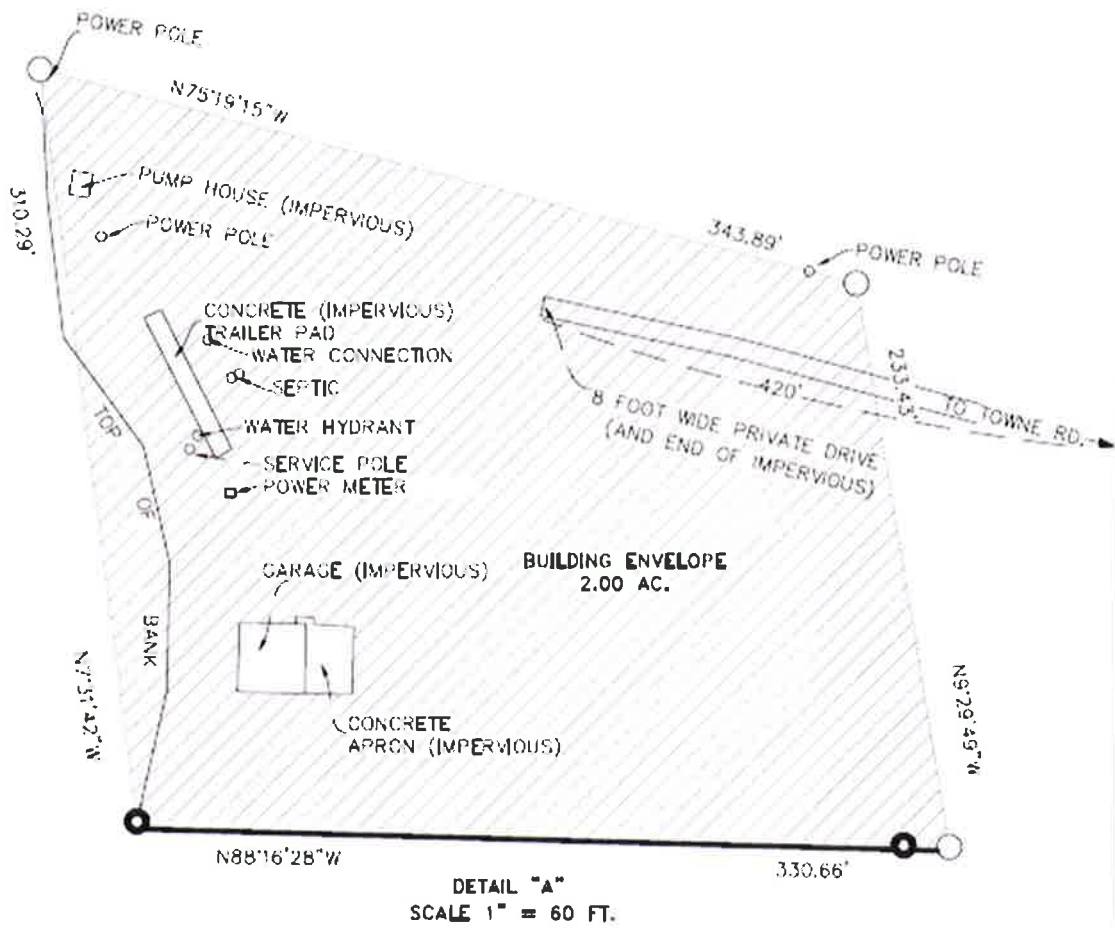
This land is also mostly critical aquifer recharge area, according to Clallam County. By protecting these areas, we are protecting the community's water by preventing pollution and maintaining supply. This is particularly critical in a changing climate with more scarce water resources at times. This is shown on the map below.



8. Please disclose all residences and buildings on the property

The only residential development on the property is a two-bay garage that is currently used for household goods storage, and a small well pump house located in the southwest property corner. A building pad and septic system are located just north of the garage, where a manufactured home was previously located.

This is all shown on the 2023 survey, an excerpt of it is depicted below:



Garage



Dungeness Irrigation District piping

9. Please provide a brief history of the property.

The farm has been largely covered by grass fields and has been used to grow hay since at least the 1930s. No evidence of large-scale row crop cultivation or heavy agriculture is noted in historical aerial photographs. This is backed up by conversations with the previous owner who shared that the property has been used for hay production since it's been a farm, though it was not farmed between 2016 and 2022.

According to a 1938 historic topographic map, this property was undeveloped except for an irrigation ditch constructed across the south and western portions of the property. By 1954, the property primarily consisted of hay and/or grass fields with a strip of trees running along the west side of the irrigation ditch. A trailer or manufactured home was placed in the southwest corner of the property in 1974. Based upon assessor records, the existing detached garage/shop building was built just south of the trailer soon thereafter in 1980. The irrigation ditch appears to have been filled in 2017, which is likely when the existing irrigation pipeline was installed along the east and north property edges. The manufactured house was removed from the property in 2022.

10. Please describe how the farm is integrated/connected with the broader community/benefits to the community.

The landowners purchased the land in 2022. Previously, they had contacted North Olympic Land Trust to see if there was farmland available for purchase that we hoped to conserve. They were interested in being a bridge buyer in what is referred to as a Buy-Protect-Sell transaction. In such transactions, the land is purchased by a conservation-minded landowner who places a conservation easement on the land, reducing the value and making it more affordable for a farmer to purchase. The protected land is then sold to a farmer. Our last Buy-Protect-Sell was at River's Edge, with the Dungeness Valley Creamery. Strategies like this are critical to ensuring that farmers can buy land and have security of tenure. The broader community benefits by having greater access to local food.

The land is currently leased to Chi's Farm for a term of 5 years from April 1, 2022 through April 1, 2027. The agreement may be extended for an additional duration of 2 years at a time. Chi's Farm is very important to the farming community of the Sequim-Dungeness Valley. They have a highly successful community supported agriculture (CSA) program as well as a farmstand that's open year round, all providing fresh organic produce to the community.

This farm also has significance because it provides scenic open space along Woodcock and Towne Road, which many people drive or bike.

Additionally, Trumpeter Swans (*Cygnus buccinators*) regularly use the land adjacent to the Property and occasionally use the Property. Trumpeter Swans are a protected

species under state law and the Washington Department of Fish and Wildlife (WDFW) considers them priority species for conservation. The Forest Zone (shown on the survey) provides nesting habitat for Bald Eagle (*Haliaeetus leucocephalus*). There is currently one nest that has been used for many years, which the community enjoys viewing. The Forest Zone is also a buffer area for common species that might take refuge and/or forage on the farmland, and the forested corridor extends southward off the Property and is near to a larger forested stream corridor just west of the Property.

C. VIABILITY OF PROPOSAL

1. Are there any anticipated or pending threats to convert the land to a non-agricultural use?

(X) Yes

() No

If Yes, please describe.

The property contains high-quality farmland that has been zoned NC (Rural Neighborhood Conservation). This zoning, with cluster development, allows for this property to be subdivided into a total of 9 lots, 4 without a cluster development, each with a potential residential dwelling unit. Fortunately, the current landowners would like to see it conserved in perpetuity as farmland. Experience has shown that acting quickly to meet landowner willingness is crucial.

In May 2021, the Land Trust finalized a Farmland Conservation Strategy that highly prioritized this property for conservation and its alignment with the goal of protecting quality “agricultural lands from conversion to more intensive residential or commercial land use”. A conservation easement will prevent this and extinguish 8 development rights, reserving only one.

The landowners need to maintain the approximately 2-acres of existing infrastructure as a building envelope on the property, as shown on the survey. This would also allow for a potential residence for future farmers and leave the large majority (21.27 acres) open to farming.

2. Please describe your plan for stewardship of this farmland.

The landowner’s current plan hinges on their ability to sell a conservation easement on the property to protect it as a working farm. Their intent is to eventually sell the land to a farmer, and they desire to make this more affordable by removing 8 development rights. The landowners intend to keep it as a working organic farm for the near future, with Chi’s Farm leasing it until at least April 1, 2027.

As the Land Trust accepts a conservation easement, a baseline documentation report is created, and we enter into a binding relationship with the current and future landowners to ensure that the property’s current agricultural and conservation values are maintained and improved. To fund this work, the Land Trust maintains an invested Stewardship Fund to endow its conservation easement stewardship costs. The current corpus of that fund is over \$1.4 million, and funds are added for each new stewardship obligation to address its additional impact.

North Olympic Land Trust is nationally accredited with the Land Trust Accreditation Commission. This means we follow all of the ethical and technical guidelines for responsible land trust operations created by the Land Trust Alliance and are audited regularly to ensure compliance. In addition, North Olympic Land Trust is a member of the Terrafirma insurance program. This insurance pool was created by land trusts

across the country to provide robust legal defense funds for any potential easement violations. Both of these contribute to our promise of being around forever and stewarding each and every property well.

3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund? (X) Yes () No If Yes, please describe.

With this proposal, the Land Trust requests that \$200,000 from the Conservation Futures Fund be allocated towards the conservation of this farm. We have also requested funding from a Floodplains by Design grant already secured by the Jamestown S'Klallam Tribe specific to projects like this. The major factors that would decrease the amount needed from Conservation Futures is the actual easement value that is to be determined by the property appraisal.

In a best-case scenario, a property appraisal would occur this summer. This may be delayed by limited appraiser availability.

At this stage, we estimate the Land Trust's total costs for this effort to be about \$562,000. These costs are based on consultation with realtors on potential land value, a review of similar easement valuations as a percentage of land value, estimated closing costs and other due diligence, including a conservation easement appraisal, review appraisal, and a Phase I environmental site assessment. This total includes the addition of \$25,000 to be invested in our Stewardship Fund.

The current plan for this project is to:

- March 2023 – Seek \$200,000 from the Conservation Futures Fund toward the conservation easement purchase price.
- Spring/Summer 2023 – Finalize the plan with the existing agreement with the Jamestown S'Klallam Tribe for the use of up to \$315,000 in funding from Floodplains by Design towards this effort.
- Spring/Summer 2023 - Based on the results of our Conservation Futures application, the Land Trust could begin the appraisal and complete the due diligence process over the summer of 2023.
- In a best-case scenario, the Land Trust could purchase the easement in late 2023 using funding from Floodplains by Design and Conservation Futures.

4. Please share the economic viability of the farming business. Attach the landowner's business plan if available.

While there is currently no written business plan, Scott Chichester has run a successful farming operation for many years. According to his website,

“Scott has been farming organically in the Dungeness Valley for over 20 years now, including many formative years at Nash’s Organic Produce. After a brief detour North of the border to help get Fiore Farms off the ground, he returned to the area, starting his own business and lending a hand to Red Dog Farm in Chimacum. The next four years he split his time between teaching Agricultural Science and Biology at Sequim High School and running Chi’s Farm.

Following his passion for farming, he now has returned full time to producing food. As his primary experience is growing organic vegetables, he knows how to make them tasty and beautiful. How? It all starts with the soil. The rest, well that is magic.” (<https://chisfarmcom.wordpress.com/chis-farm-the-mystery-revealed/>)

5. How long has the current farmer been farming this property and what are their plans to continue farming this property into the future? Please attach a farm plan for expected use of this property.

As mentioned above, Scott Chichester of Chi’s Farm has been leasing the land since April 1st, 2022. That lease ends April 1, 2027. The agreement may be extended for an additional duration of 2 years at a time. He has seeded cover crops, and will plant up to half of the acreage in mixed organic vegetables into the future. This farm is ideally located due to it’s proximity to their farmstand on Towne Road, as well as being located a bit inland so is warmer than farmland closer to the Strait of Juan de Fuca.

For an idea of Chi’s Farm operation, their website is a good resource:

<https://chisfarmcom.wordpress.com/>.

There may be livestock on the property in the future, though none use it now. If livestock use the property, it will be in accordance with a farm plan.

There is currently no farm plan, but prior to closing the conservation easement, one will be completed and approved by North Olympic Land Trust.

6. Project Funding: Please disclose all funding sources and expected amounts from each source necessary for the completion of the Conservation Project (see table below).

Project Name	Acquisition	O & M *	Totals	% Match (maximum)
Conservation Futures Commitment	\$200,000	\$0	\$200,000	36%
Sponsor Contribution	\$362,000	\$0	\$362,000	64%
Other Source(s) Contribution(s)	\$0	\$0	\$0	0%
Estimated Total Cost	\$562,000	\$0	\$562,000	Total match provided is 64%

* Not covered for farm easements.

A more detailed budget is below.

Budgeted Project Costs	Total	Conservation Futures Request	Floodplains by Designed (secured by Land Trust)	Land Trust Fundraising
Estimated Maximum Easement Purchase	\$480,000	\$200,000	\$280,000	\$0
Transaction Costs (Closing)	10,000	0	10,000	0
Due Diligence (Appraisals, Survey, Legal Review, Env Assessment)	25,000	0	25,000	0
Land Trust Costs (Personnel, etc.)	22,000	0	19,500	2,500
Allocated to Land Trust Stewardship Fund	25,000	0	0	25,000
Total	562,000	200,000	334,500	27,500
Match		36%	59%	5%

D. APPLICATION AGREEMENT

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

Dated at Port Angeles WA, on the 28 day of March, 2023
(City) (State)

Name and Signature of Applicant:

Michael J. Jorgensen, Conservation Director, North Olympic
Land Trust

Name and Signature of Landowner:

Helle Anderson HELLE ANDERSEN

Name and Signature of Landowner:

Frederick John Frederick John

APPLICATION INSTRUCTIONS – GENERAL GUIDELINES

APPLICATION DEADLINE:

Applications must be received at the Department of Community Development Office, 223 East 4th Street, Suite 5, Port Angeles WA 98362-3015 (Clallam County Courthouse, main level, Suite 5) until

12 p.m., Friday March 31, 2023

The Clallam County Conservation Futures Program Advisory Board will review applications in a public meeting as determined at the Clallam County Courthouse, Commissioner's Boardroom 160. Applicants will be notified and attendance by the applicant's representative is required for presentation and questions. Following review, Clallam County Conservation Futures Program Advisory Board will forward its recommendation to the Board of County Commissioners.

APPLICATION SUBMITTAL INFORMATION:

Submit the **original application and one copy to:**

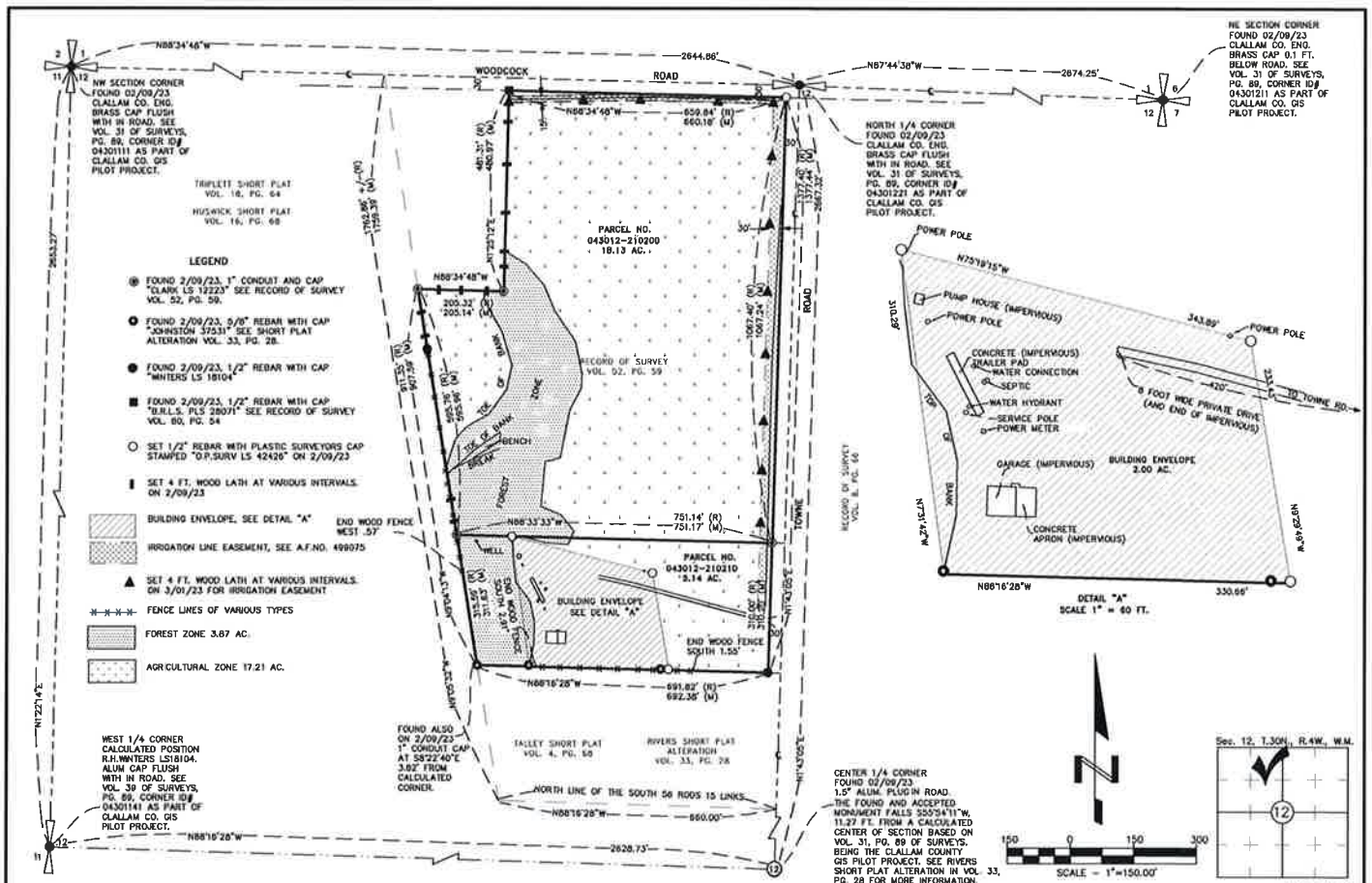
Conservation Futures Program Advisory Board
Department of Community Development
223 East 4th Street, Suite 5
Port Angeles WA 98362-3015

All copies need to be single sided and not stapled and no folders. All documents and brochures must be printed on 8.5 x 11 letter size paper to be accepted. Documents delivered to other offices and received late by the Department of Community Development will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

CONTACT INFORMATION:

Questions can be directed to the Conservation Futures Coordinator by email at Rebecca.mahan@clallamcountywa.gov or phone 360-417-2322

Clallam County Conservation Futures Program Advisory Board website can be found at this link: [Conservation Futures Program Advisory Board \(CFPAB\) | Clallam County, WA \(clallamcountywa.gov\)](http://ConservationFuturesProgramAdvisoryBoard(CFPAB)|ClallamCounty,WA(clallamcountywa.gov))



SURVEYOR'S CERTIFICATE THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF SPENCER FAMILY LLP ON DEC. 7, 2022. BRIAN N CAYS, PLS CERTIFICATE NO. 42426 DATE SIGNED _____	AUDITOR'S CERTIFICATE FILED FOR RECORD THIS _____ DAY OF _____ 20 _____ AT _____ M, IN BOOK _____ OF _____ SURVEYS, AT PG. _____ AT THE REQUEST OF OLYMPIC PENINSULA SURVEYING AND DRAFTING, INC. AUDITOR'S FILE NO. _____ DEPUTY COUNTY AUDITOR _____	RECORD OF SURVEY OF A PORTION OF NE. 1/4 N.W. 1/4 Sec. 12, T.30N., R.4W., W.M. Clallam County, Washington for Fredrick W. Johns and Helle B. Andersen	Olympic Peninsula Surveying and Drafting, Inc. P.O. Box 3234 Sequim, WA 98382 (360) 460-2934 opsurveying@olypen.com Surveyed and Mapped December, 2022 - February, 2023 Job No. JCHNS_12003
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LEGAL DESCRIPTION

SEE DEED A.F. NO. 2022-1434270

PARCEL A:
THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 12, BEING THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER THEREOF;

THENCE NORTH 88°34'51" WEST (RELATIVE TO THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE) ALONG THE NORTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 990 FEET;

THENCE SOUTH 0°04'16" EAST 1762.85 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS OF SAID EAST HALF OF THE NORTHWEST QUARTER;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS, A DISTANCE OF 660 FEET, MORE OR LESS, TO THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER;

THENCE NORTHERLY ALONG SAID EAST LINE 1733.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;
EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 2004-1135528;

ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 733170;

AND ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 473598;

ALSO EXCEPT THE EAST 30 FEET AND NORTH 30 FEET FOR ROADS;

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL B:
THE SOUTH 310 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON,
DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER;

THENCE NORTH 88°34'51" WEST ALONG ITS NORTH LINE 476.32 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1°20'09" WEST 511.31 FEET;

THENCE NORTH 88°34'51" WEST 419 FEET TO THE WEST LINE OF TRACT CONVEYED TO CLIFFORD J. SCHULTZ, ET UX BY DEED RECORDED APRIL 2, 1973 UNDER AUDITOR'S FILE NO. 421458;

THENCE SOUTH 0°04'16" EAST ALONG SAID WEST LINE 011.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TALLEY SHORT PLAT, AS RECORDED IN VOLUME 4 OF SHORT PLATS, PAGE 68;

THENCE SOUTH 88°33'32" EAST ALONG ITS NORTH LINE AND SAID NORTH LINE EXTENDED 722.07 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 1°43'08" EAST ALONG SAID EAST LINE 1,407.67 FEET TO THE POINT OF BEGINNING;

EXCEPT THE EAST 30 FEET FOR COUNTY ROAD KNOWN AS TOWNE ROAD.
SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, ENCUMBRANCES AND RESTRICTIONS OF RECORD, IF ANY.

NOTES:

- 1) THE SURVEYED PARCEL MAY BE SUBJECT TO EASEMENTS OR OTHER ENCUMBRANCES EITHER RECORDED OR UNRECORDED NOT SHOWN HEREON. THIS SURVEY HAS NOT DETERMINED THE EXISTENCE OF ALL SUCH EASEMENTS OR ENCUMBRANCES OR THE EFFECT ON THE SURVEYED PARCEL EXCEPT AS SPECIFICALLY SHOWN HEREON.
- 2) EXISTING BOUNDARIES HAVE BEEN FULLY MAPPED FOR ENCROACHMENTS, EXISTING FENCE LINES OR OCCUPATION LINES AS SHOWN HEREON, AND LOCATED ON FEBRUARY 09, 2023.
- 3) THIS SURVEY MAY DEPICT EXISTING FENCE LINES AND OTHER OCCUPATIONAL INDICATORS THAT MAY INDICATE A POTENTIAL FOR CLAIMS OF UNWRITTEN TITLE. LEGAL OWNERSHIP BASED UPON UNWRITTEN TITLE CLAIMS HAS NOT BEEN RESOLVED BY THIS SURVEY.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS ASSUMED TO BE N88°34'48"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST AS SHOWN ON THAT CLALLAM COUNTY G.L.S. PILOT PROJECT SET DURING THE COURSE OF THE SAID TALLEY SHORT PLAT ALTERATION VOLUME 39, PAGE 89, RECORDS OF CLALLAM COUNTY, WASHINGTON.

SURVEY METHODS

THIS SURVEY WAS PERFORMED USING A 3 SEC. TOPCON PS SERIES 103 ROBOTIC TOTAL STATION. SOME DISTANCES WERE MEASURED USING A STEEL TAPE. ACCURACY MEETS STANDARDS SET FORTH BY WAC 332-130-090.
ALSO USED STONEX S850A STAND ALONE GPS UNIT.

SECTION SUBDIVISION

FOR SECTION SUBDIVISION USED THIS SURVEY SEE THIS RECORD OF SURVEY.

FOR ADDITIONAL RECORDS USED FOR REFERENCE SEE THE CLALLAM COUNTY G.L.S. PILOT PROJECT VOLUME 39, PAGE 89, THE TALLEY SHORT PLAT VOLUME 4, PAGE 68, THE SPENCER RECORD OF SURVEY VOLUME 52, PAGE 59, AND THE RIVERS SHORT PLAT ALTERATION VOLUME 33, PAGE 28, RECORDS OF CLALLAM COUNTY, WASHINGTON.

NOTE:

THE RIVERS SHORT PLAT ALTERATION IN VOL. 33, PG. 28, WAS PERFORMED IN ORDER TO MAKE ALTERATIONS TO THE TALLEY SHORT PLAT IN VOL. 4, PG. 68. THE SAID RIVERS SHORT PLAT ALTERATION REPORTED MONUMENTS SET DURING THE COURSE OF THE SAID TALLEY SHORT PLAT WERE ERRONEOUS AND NOTED REMOVAL OF SAID TALLEY MONUMENTS ALONG THE NORTH LINE OF SAID TALLEY SHORT PLAT.
OUR RESURVEY OF VOL. 52 OF SURVEYS, PG. 59, WHICH IS ADJACENT TO THE TALLEY SHORT PLAT AND OUR RETRACEMENT OF THE NORTH LINE OF THE SAID TALLEY SHORT PLAT FINDS THE RIVERS SHORT PLAT ALTERATION TO HAVE MADE VIABLE CONCLUSIONS AND THE REMONUMENTATION THEREOF ACCEPTABLE.
(SEE EXPLANATION BELOW)

THE CLARK AND ASSOCIATES TALLEY SHORT PLAT VOL.4 PG. 68 AND SUBSEQUENT SPENCER SURVEY VOL. 52, PG. 59 APPEAR TO HOLD 1981 SURVEY BY J.L. WRIGHT WHICH DOES NOT FIT THE ACTUAL CONVEYANCE RECORDED IN 1973 UNDER A.F. NO. 473598 WHICH DESCRIBED THE NORTH AND SOUTH BOUNDARY OF THE SAID TALLEY SHORT PLAT AS THE NORTH LINE OF THE SOUTH 328 FEET AND THE NORTH LINE OF THE SOUTH 56 RODS 15 LINKS (933.9 FEET) (SEE RIVERS SHORT PLAT ALTERATION VOL. 33, PG. 28).
FOR OUR SECTION SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 12 OUR OFFICE USED THE CLALLAM COUNTY G.L.S. PILOT PROJECT IN VOL. 31, PG. 89, USING TIES TO THE NORTHWEST CORNER AND THE NORTH ONE-QUARTER AND USED THE CALCULATED CORNER OF THE WEST ONE-QUARTER BASED ON SAID G.L.S. PILOT PROJECT. WE THEN MADE A TIE TO THE CENTER OF SECTION, THUS CREATING A SECTION BREAKDOWN FOR THE NORTHWEST ONE QUARTER OF SECTION 12, T.30N., R.4W., W.M., SHOWN HEREON.
WHEN YOU COMPARE OUR SECTION SUBDIVISION TO THE SECTION LINES SHOWN ON THE TALLEY SHORT PLAT, VOLUME 4, PAGE 68, THE SPENCER RECORD OF SURVEY VOLUME 52, PAGE 59, AND THE RIVERS SHORT PLAT ALTERATION VOLUME 33, PAGE 28, THEY MATCH VERY CLOSELY INCLUDING THE BEARING SHOWN ON THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER, BEING N88°16'28"W.

THIS BEARING IS USED TO ESTABLISH THE NORTH LINE OF THE SOUTH 56 RODS, 15 LINKS (933.9 FEET) AND SUBSEQUENTLY THE NORTH LINE OF SAID TALLEY SHORT PLAT AND THE RIVERS SHORT PLAT ALTERATION WHICH IS COINCIDENT WITH THE SOUTH LINE OF THE SUBJECT PROPERTY.

SURVEY NARRATIVE

THIS SURVEY WAS PERFORMED IN ORDER TO ESTABLISH THESE PROPERTIES INTO A CONSERVATION EASEMENT. DETERMINATIONS WERE MADE ABOUT VARIOUS ZONES WITH A DELINEATED BUILDING ENVELOPE. THIS SURVEY DOES NOT INTEND TO CREATE ANY ADDITIONAL LOTS OR DIVISIONS BESIDES AS NOTED THE VARIOUS ZONES, I.E. FORESTED AND AGRICULTURAL.

A NOTED PROBLEM WITH ONE OF THE EXCEPTIONS TO THE DEED, A.F. NO. 2022-1434270, EXCEPT THAT PORTION AS DISCLOSED BY A.F. NO. 2004-1135528, WHICH IS BASED ON AND REFERS TO, RECORD OF SURVEY IN VOLUME 52, PAGE 59, CALLS OUT THE BEGINNING POINT BEING THE NORTH QUARTER CORNER OF SECTION 12, BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER, THEN THE MEETS AND BOUNDS FOLLOW AS PER SAID RECORD OF SURVEY VOLUME 52, PAGE 59, BUT DOES NOT TAKE INTO ACCOUNT THE 30 FOOT EASEMENTS ALONG THE EAST AND NORTH OF THE DESCRIBED PARCEL.



RECORD OF SURVEY
OF A PORTION OF
N.E. 1/4 N.W. 1/4 Sec. 12, T.30N., R.4W., W.M.
Clallam County, Washington
for
Fredrick W. Johns and
Helle B. Andersen

Olympic Peninsula Surveying and Drafting, Inc.
P.O. Box 3234
Sequim, WA 98282
(360) 460-2934
opsurveying@olypen.com

Surveyed and Mapped
December, 2022 - February, 2023
Job No. JCH-NEI_20200



Commitment

Olympic Peninsula Title

File No.: 123116-TO

WELCOME TO OLYMPIC PENINSULA TITLE



At Olympic Peninsula Title, our mission is to make the closing process secure, smooth and as easy as possible for all parties involved. For your convenience, this title commitment is searchable and contains hyperlinks to important documents related to your transaction. For information on how to interpret your title commitment click on the link below to see your titleLOOK summary for explanations of the different items on your title report.

[Click here to access your custom titleLOOK](#)

KEY FEATURES OF titleLOOK



Summary Page



Linked Documents



Mobile Friendly



Flagged Items



Shortcuts

Olympic Peninsula Title has been serving clients in Clallam County since 1982 and your satisfaction is our highest priority. We appreciate the opportunity to serve you and should you have any questions about this report or your transaction please do not hesitate to contact us at (360) 457-4451, email the order contact listed on Schedule A, or text Oly, our Digital Online Assistant, at (360) 454-9885.



ALTA Commitment for Title Insurance

Issued By Old Republic Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued by:
Olympic Peninsula Title Company
403 S. Peabody
Port Angeles, WA 98362
Tel: (360) 457-4451

By:

Shellie Holden, Title Examiner

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

This page is only a part of a 2016 ALTA Commitments for Title Insurance. This Commitment is not valid without the Notice; the Commitments to Issue Policy; the Commitments Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Commitment for Title Insurance

403 S. Peabody St.
Port Angeles, WA 98362
(360)457-4451
(800)488-0865



495 W. Spruce St.
Sequim, WA 98382
(360)683-4179
(800)488-0864

www.olypentitle.com

Prepared For:

North Olympic Land Trust
602 E. Front St.
Port Angeles, WA 98362

Order No.: **123116-TO**

Reference: **Johns/**

cc: **-**

For Service on this order call: **Shellie Holden at Port Angeles 360-457-4451**
OR send E-Mail message to: **shellie@olypentitle.com**

SCHEDULE A

1. Commitment Date: **October 19, 2022 at 08:30 AM**

2. Policy or Policies to be issued:

a. ALTA Owners Policy (06/17/06)

Amount: \$0.00

Premium:	\$0.00
Sales Tax:	\$0.00
Total:	\$0.00

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.**

3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**

4. Title to said estate or interest in the Land is at the Commitment Date, vested in:

Frederick W. Johns and Helle B. Andersen, a married couple

5. The Land referred to in this Commitment is situated in the County of Clallam, State of Washington, and is described as follows: **SEE ATTACHED EXHIBIT "A" HERETO.**

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**Commitment for Title Insurance
EXHIBIT "A"**

Order No.: 123116-TO

PARCEL A:

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 12, BEING THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER THEREOF:
THENCE NORTH 88°34'51" WEST (RELATIVE TO THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE) ALONG THE NORTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 990 FEET;
THENCE SOUTH 9 ° 04' 16" EAST 1762.85 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS OF SAID EAST HALF OF THE NORTHWEST QUARTER;
THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS, A DISTANCE OF 660 FEET, MORE OR LESS, TO THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER;
THENCE NORTHERLY ALONG SAID EAST LINE 1733.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.;
EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 2004 1135528;
ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 733170;
AND ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 473598;
ALSO EXCEPT THE EAST 30 FEET AND NORTH 30 FEET FOR ROADS.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL B:

THE SOUTH 310 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON;
DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER;
THENCE NORTH 88°34'51" WEST ALONG ITS NORTH LINE 476.32 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°25'09" WEST 511.31 FEET;
THENCE NORTH 88°34'51" WEST 419 FEET TO THE WEST LINE OF TRACT CONVEYED TO CLIFFORD J. SCHULTZ, ET UX BY DEED RECORDED APRIL 2, 1973 UNDER AUDITOR'S FILE NO. 421458;
THENCE SOUTH 9°04'16" EAST ALONG SAID WEST LINE 911.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TALLY SHORT PLAT, AS RECORDED IN VOLUME 4 OF SHORT PLATS, PAGE 68;
THENCE SOUTH 88°33'32" EAST ALONG ITS NORTH LINE AND SAID NORTH LINE EXTENDED 722.07 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;
THENCE NORTH 1°43'05" EAST ALONG SAID EAST LINE 1,407.67 FEET TO THE POINT OF BEGINNING;
EXCEPT THE EAST 30 FEET FOR COUNTY ROAD KNOWN AS TOWNE ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**Commitment for Title Insurance
SCHEDULE B, PART I**

Requirements

Order No.: **123116-TO**

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
3. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
4. Pay the agreed amount for the estate or interest to be insured.
5. Pay the premiums, fees, and charges for the Policy to the Company.
6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
7. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
8. Due to the conflict between Federal and State laws concerning the cultivation, distribution, manufacture or sale of Marijuana (Cannabis), the Company is not able to Close or Insure any transactions involving land that is associated with these activities.
9. In order to assure timely recording, all recording packages should be sent to:

Olympic Peninsula Title Company
403 S. Peabody Street
Port Angeles, WA 98362
Attn: Recorder
10. Recording fees charged by Clallam County are billed as follows:
Deeds: \$203.50 for the 1st page and \$1.00 for each additional page.
Deeds of Trust: \$204.50 for the 1st page and \$1.00 for each additional page.

Effective as of 7/25/2021
11. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, or electricity.

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Commitment for Title Insurance
SCHEDULE B, PART I
(Continued)

12. The Company requires the proposed insured to verify that the land covered by this Commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for Title Insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.
13. All documents recorded in Washington State MUST include an abbreviated legal description and the parcel number on the first page of the document. The abbreviated description for this property is:

PTN NENW & SENW S12-T30N-R4W WM

NOTES:

1. In the event this transaction fails to close and the commitment is cancelled, a cancellation fee of \$50.00 + sales tax will be charged for services rendered in accordance with our rate schedule.
2. Any [map or sketch](#) enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets or other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
3. There are 2 conveyances affecting said land recorded within 24 months of the date of this report.
4. As of the date hereof we find no matters of record in Clallam County, Washington against , which would appear as exceptions in the policy to issue, except as shown herein.

END OF SCHEDULE B, PART I

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**Commitment for Title Insurance
SCHEDULE B, PART II**

Exceptions

Order No.: **123116-TO**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAR STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A.** Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- B. GENERAL EXCEPTIONS:**
 - 1. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
 - 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - 3. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
 - 4. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
 - 5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
 - 6. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
 - 7. Unpatented mining claims, and all rights relating thereto.
 - 8. Reservations and exceptions in United States Patents or Acts in authorizing the issuance thereof.
 - 9. Indian tribal codes or regulations, Indian treaty or aboriginal rights including easements or equitable servitudes.
 - 10. Water rights, claims or title to water.

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Commitment for Title Insurance
SCHEDULE B, PART II
(Continued)

11. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

C. SPECIAL EXCEPTIONS TO FOLLOW:

1. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF R.C.W. 82.45 AND SUBSEQUENT AMENDMENTS THERETO.

AS OF THE DATE HEREIN, THE EXCISE TAX RATE FOR SAID PROPERTY IS 1.6% ON THE FIRST \$500,000.00 OF THE SALES PRICE; 1.78% ON THE PORTION OF SALES PRICE \$500,000.01 UP TO \$1,500,000.00; 3.25% ON THE PORTION OF SALES PRICE \$1,500,000.01; AND 3.5% ON THE PORTION OF SALES PRICE \$3,000,000.01 OR MORE.

2. GENERAL TAXES, (ASSESSMENTS FOR FIRE PATROL, IRRIGATION AND/OR WEED CONTROL, IF ANY) AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY:

(1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)

TAX ACCOUNT NO.: 04-30-12-210200 (PARCEL A)

PROPERTY ID NO.: 36776

YEAR: 2022

AMOUNT BILLED: \$2,318.54

AMOUNT PAID: \$1,159.30

PRINCIPAL BALANCE: \$1,159.24

TAX ACCOUNT NO.: 04-30-12-210210 (PARCEL B)

PROPERTY ID NO.: 36780

YEAR: 2022

AMOUNT BILLED: \$1,587.35

AMOUNT PAID: \$793.70

PRINCIPAL BALANCE: \$793.65

3. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2003-1110620, BUT OMITTING COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.

RIGHTS OR BENEFITS, IF ANY, WHICH MAY BE DISCLOSED BY THE RECORDED DOCUMENT(S) ABOVE AFFECTING LAND OUTSIDE THE BOUNDARY DESCRIBED HEREIN.

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Commitment for Title Insurance
SCHEDULE B, PART II
(Continued)

4. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY [RECORDING NO. 2017-1350553](#), BUT OMITTING COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW.
- RIGHTS OR BENEFITS, IF ANY, WHICH MAY BE DISCLOSED BY THE RECORDED DOCUMENT(S) ABOVE AFFECTING LAND OUTSIDE THE BOUNDARY DESCRIBED HEREIN.
5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
- GRANTEE: CLALLAM COUNTY
PURPOSE: SLOPES
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
RECORDED: August 8, 1979
RECORDING NO.: [499074](#)
6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
- GRANTEE: CLALLAM COUNTY
PURPOSE: IRRIGATION DITCH
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
RECORDED: August 8, 1979
RECORDING NO.: [499075](#)
7. PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEEDS OF TRUST OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT THE TITLE DEPARTMENT IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.

END OF SPECIAL EXCEPTIONS

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2022-1434270

Page 1 of 2

Warranty Deed

OLYMPIC PENINSULA TITLE COMPANY

Clallam County Washington 02/24/2022 01:48:55 PM

ELECTRONICALLY RECORDED



When recorded return to:
Olympic Peninsula Title Company
495 W Spruce St #5
Sequim, WA 98382

Escrow No.: 125467-DF

NO E 129732
CLALLAM COUNTY
TRANSACTION EXCISE TAX
SALE PRICE \$605,000.00
DATE PAID FEB 24 2022
EXCISE AMOUNT \$9,874.00
COUNTY TREASURER
BY D KING

STATUTORY WARRANTY DEED

THE GRANTOR(S), Spencer Family Limited Partnership, a Washington Limited Partnership for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, conveys and warrants to Frederick W. Johns and Helle B. Andersen, a married couple the following described real estate, situated in the County of Clallam, State of Washington:

Abbreviated Legal:

PTN NENW & SENW S12-T30N-R4W WM

Tax Parcel No(s): 04-30-12-210210/36780, 34-30-12-212780/29209 and 04-30-12-210200/36776

For Full Legal See Attached Exhibit "A"

Subject to exceptions to title also appearing on Exhibit "A"

Dated: January 21, 2022

Spencer Family Limited Partnership

BY: Marlene K Spencer
Marlene K Spencer, General Partner

STATE OF WASHINGTON

COUNTY OF King

On this 28th day of Jan, 2022, before me personally appeared Marlene K Spencer, to me known to be the individual described in and who executed the within and foregoing instrument, and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the General Partner of Spencer Family Limited Partnership to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal the day and year last above written.

Julia McCutcheon, Notary Public
In and for the State of WA
Residing at Seattle
My appointment expires: 01/22/2025
Affix stamp/seal

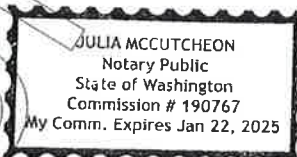


EXHIBIT A**PARCEL A:**

THAT PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 12, BEING THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER THEREOF;
 THENCE NORTH 88°34'51" WEST (RELATIVE TO THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE) ALONG THE NORTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 990 FEET;
 THENCE SOUTH 9° 04' 16" EAST 1762.85 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS OF SAID EAST HALF OF THE NORTHWEST QUARTER;
 THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 56 RODS AND 15 LINKS, A DISTANCE OF 660 FEET, MORE OR LESS, TO THE EAST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER;
 THENCE NORTHERLY ALONG SAID EAST LINE 1733.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;
 EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 2004 1135528;
 ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 733170;
 AND ALSO EXCEPT THAT PORTION AS DISCLOSED BY CLALLAM COUNTY AUDITOR'S FILE NO. 473598;
 ALSO EXCEPT THE EAST 30 FEET AND NORTH 30 FEET FOR ROADS.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

PARCEL B:

THE SOUTH 310 FEET OF THE FOLLOWING DESCRIBED PROPERTY:
 THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER;
 THENCE NORTH 88°34'51" WEST ALONG ITS NORTH LINE 476.32 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 1°25'09" WEST 511.31 FEET;
 THENCE NORTH 88°34'51" WEST 419 FEET TO THE WEST LINE OF TRACT CONVEYED TO CLIFFORD J. SCHULTZ, ET UX BY DEED RECORDED APRIL 2, 1973 UNDER AUDITOR'S FILE NO. 421458;
 THENCE SOUTH 9°04'16" EAST ALONG SAID WEST LINE 911.3 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF TALLY SHORT PLAT, AS RECORDED IN VOLUME 4 OF SHORT PLATS, PAGE 68;
 THENCE SOUTH 88°33'32" EAST ALONG ITS NORTH LINE AND SAID NORTH LINE EXTENDED 722.07 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;
 THENCE NORTH 1°43'05" EAST ALONG SAID EAST LINE 1,407.67 FEET TO THE POINT OF BEGINNING;
 EXCEPT THE EAST 30 FEET FOR COUNTY ROAD KNOWN AS TOWNE ROAD.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON

TOGETHER WITH A 1973 MARLE 70/14 MOBILE HOME, VIN NO. 270FKK13X30201

SUBJECT TO:

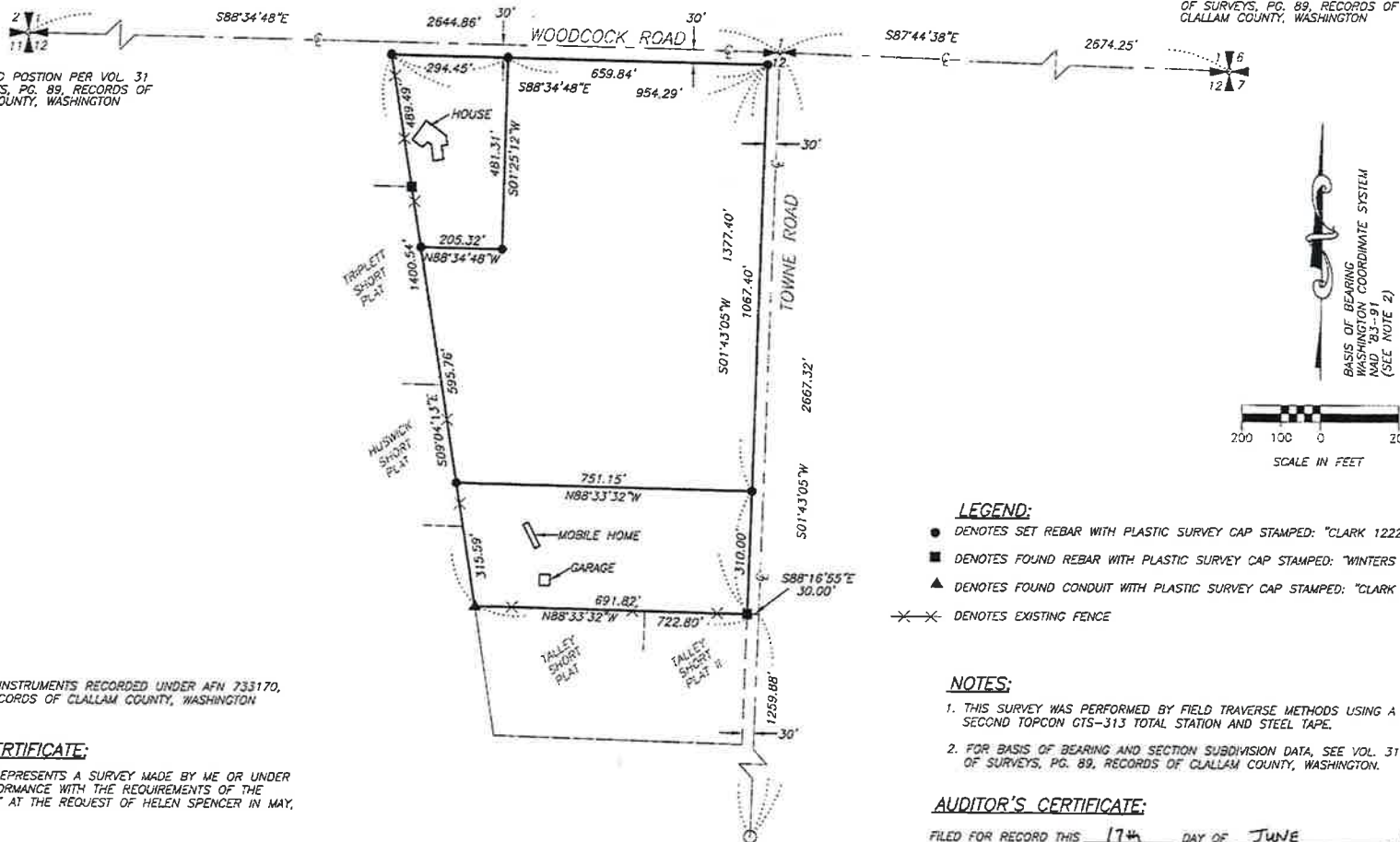
1. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2003-1110620
2. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2017-1350553
3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER CLALLAM COUNTY RECORDING NO. 499074
4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER CLALLAM COUNTY RECORDING NO. 499075

SURVEY FOR: **HELEN SPENCER**
IN SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M.
CLALLAM COUNTY, WASHINGTON

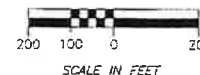


CALCULATED POSITION PER VOL. 31
OF SURVEYS, PG. 89, RECORDS OF
CLALLAM COUNTY, WASHINGTON

CALCULATED POSITION PER VOL. 31
OF SURVEYS, PG. 89, RECORDS OF
CLALLAM COUNTY, WASHINGTON



BASIS OF BEARING
WASHINGTON COORDINATE SYSTEM
NAD 83-91
(SEE NOTE 2)



LEGEND:

- DENOTES SET REBAR WITH PLASTIC SURVEY CAP STAMPED: "CLARK 12223".
- DENOTES FOUND REBAR WITH PLASTIC SURVEY CAP STAMPED: "WINTERS 18104".
- ▲ DENOTES FOUND CONDUIT WITH PLASTIC SURVEY CAP STAMPED: "CLARK 12223".
- X—X— DENOTES EXISTING FENCE

NOTES:

1. THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE METHODS USING A 1 SECOND TOPCON GTS-313 TOTAL STATION AND STEEL TAPE.
2. FOR BASIS OF BEARING AND SECTION SUBDIVISION DATA, SEE VOL. 31 OF OF SURVEYS, PG. 89, RECORDS OF CLALLAM COUNTY, WASHINGTON.

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 17th DAY OF JUNE, 2003,
AT 5:40 A. M., UNDER AUDITOR'S FILE NUMBER 2003 1110620, RECORDS
OF CLALLAM COUNTY, WASHINGTON, AT THE REQUEST OF KENNETH A. CLARK.

Sharon Burton
CLALLAM COUNTY DEPUTY AUDITOR

N.T.S.



12(30N-4W)

DESCRIPTION:

FOR DESCRIPTION SEE INSTRUMENTS RECORDED UNDER AFN 733170,
438688 & 509588, RECORDS OF CLALLAM COUNTY, WASHINGTON

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER
MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE
SURVEY RECORDING ACT AT THE REQUEST OF HELEN SPENCER IN MAY,
2003.



Kenneth A. Clark, PLS
L.S. NUMBER 12223

DATE: 6/16/03

FINAL CHECK: KAC
PLAT CHECK: SBC
DRAWN BY: BAH & KJO
3-9-03 043012-SPENCER, ROSE-051603

CLARK LAND OFFICE LAND SURVEYING & MAPPING DEVELOPMENT CONSULTING CONSTRUCTION MANAGEMENT	4000 Sun 2158 935 N 34th Ave. Sequim, WA 98282 (360) 881-2161 FAX 881-5310 (800) 830-1241 www.clarkeand.com

Clallam County Assessor & Treasurer

Property Search Results > 36776 FREDERICK W JOHNS AND HELLE B ANDERSEN for Year 2022 - 2023

Property

Account

Property ID:	36776	Legal Description:	PTN N'LY 1607' NENW SUR V52 P59 LINE SUR V80 P54 SEE PROBLEM FILE
Geographic ID:	0430122102000000	Agent Code:	
Type:	Real		
Tax Area:	0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R	Land Use Code	91
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:		Section:	
Range:			

Location

Address:	TOWNE RD SEQUIM, WA 98382	Mapscot:	
Neighborhood:	Sequim Prairie Res	Map ID:	227
Neighborhood CD:	2001000		

Owner

Name:	FREDERICK W JOHNS AND HELLE B ANDERSEN	Owner ID:	32958
Mailing Address:	111 WHIDBY AVE PORT ANGELES, WA 98362	% Ownership:	100.0000000000%
		Exemptions:	

Pay Tax Due

Select the appropriate checkbox next to the year to be paid. Multiple years may be selected.

Year - Statement ID	Tax	Assessment	Penalty	Interest	Total Due
2022 - 23673 (Balance)	\$974.96	\$184.28	\$0.00	\$0.00	\$1159.24

Total Amount to Pay: \$

*Convenience Fee not included

Taxes and Assessment Details

Property Tax Information as of 10/20/2022

Amount Due if Paid on:  NOTE: If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2022	23673	\$1159.30	\$1159.24	\$0.00	\$0.00	\$1159.30	\$1159.24
▶ Statement Details							
2021	23787	\$1171.76	\$1171.64	\$0.00	\$0.00	\$2343.40	\$0.00
▶ Statement Details							
2020	23909	\$1287.49	\$1287.43	\$0.00	\$0.00	\$2574.92	\$0.00
▶ Statement Details							
2019	24043	\$1248.99	\$1248.92	\$0.00	\$0.00	\$2497.91	\$0.00
▶ Statement Details							
2018	24253	\$1268.35	\$1268.27	\$0.00	\$0.00	\$2536.62	\$0.00
▶ Statement Details							
2017	24182	\$1187.15	\$1187.07	\$0.00	\$0.00	\$2374.22	\$0.00

Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$0
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$420,650

(+) Curr Use (HS):	+	\$0	\$0
(+) Curr Use (NHS):	+	\$0	\$0
(=) Market Value:	=	\$420,650	
(-) Productivity Loss:	-	\$0	
(=) Subtotal:	=	\$420,650	
(+) Senior Appraised Value:	+	\$0	
(+) Non-Senior Appraised Value:	+	\$420,650	
(=) Total Appraised Value:	=	\$420,650	
(-) Senior Exemption Loss:	-	\$0	
(-) Exemption Loss:	-	\$0	
(=) Taxable Value:	=	\$420,650	

Taxing Jurisdiction

Owner: FREDERICK W JOHNS AND HELLE B ANDERSEN
 % Ownership: 100.0000000000%
 Total Value: \$420,650
 Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
ST SCH2	STATE SCHOOL PT 2	0.9657201398	\$420,650	\$420,650	\$406.23
STATE SCH	STATE SCHOOL PT 1	1.7928522326	\$420,650	\$420,650	\$754.16
CC GENERAL	CLALLAM COUNTY GENERAL	0.9509605433	\$420,650	\$420,650	\$400.02
DEVDISBLT	DEVELOPMENT DISABILITIES COUNTY	0.0249999992	\$420,650	\$420,650	\$10.52
LND ASSMT	LAND ASSESSMENT COUNTY	0.0011999997	\$420,650	\$420,650	\$0.50
TAX REFUND	TAX REFUND FUND COUNTY	0.0000000000	\$420,650	\$420,650	\$0.00
VET RELIEF	VETERAN'S RELIEF COUNTY	0.0112499993	\$420,650	\$420,650	\$4.73
CAPT IMP	CAPITAL IMPROVEMENT PORT DISTRICT	0.1370518721	\$420,650	\$420,650	\$57.65
PRK REC	SEQUIM AQUATIC RECREATION CNTR	0.0000000000	\$420,650	\$420,650	\$0.00
CC RD GEN	CLALLAM COUNTY ROAD GENERAL	1.0145609538	\$420,650	\$420,650	\$426.78
LIB	LIBRARY COUNTY	0.3764350825	\$420,650	\$420,650	\$158.35
SD 323 GEN	SD 323 M & O	1.1086149491	\$420,650	\$420,650	\$466.34
FIRE 3 BD	FIRE DIST #3 EMS	0.4526672602	\$420,650	\$420,650	\$190.41
FIRE 3 GEN	FIRE DIST #3 GENERAL	1.2793568038	\$420,650	\$420,650	\$538.16
HOSP 2 GEN	HOSPITAL DIST #2 GENERAL	0.4064063635	\$420,650	\$420,650	\$170.95
CON FUTURE	CONSERVATION FUTURES	0.0231741667	\$420,650	\$420,650	\$9.75
Total Tax Rate:		8.5452503656			
Taxes w/Current Exemptions:					\$3,594.55
Taxes w/o Exemptions:					\$3,594.55

Improvement / Building**Sketch**

No sketches available for this property.

Property Image



Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RES ACRES	PER ACRE	1.0000	43560.00	0.00	0.00	\$90,000	\$0
2	R EXCES AC	RES EXCESS ACRE	2.0000	87120.00	0.00	0.00	\$90,000	\$0
3	R SRPLS AC	RES SURPLUS ACREAGE	11.0000	479160.00	0.00	0.00	\$220,000	\$0
4	R SRPLS AC	RES SURPLUS ACREAGE	4.1300	179902.80	0.00	0.00	\$20,650	\$0

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2023	N/A	N/A	N/A	N/A	N/A
2022	\$0	\$420,650	\$0	\$420,650	\$420,650
2021	\$0	\$214,106	\$0	\$214,106	\$214,106
2020	\$0	\$214,106	\$0	\$214,106	\$214,106
2019	\$0	\$214,106	\$0	\$214,106	\$214,106
2018	\$0	\$214,106	\$0	\$214,106	\$214,106
2017	\$0	\$214,106	\$0	\$214,106	\$214,106
2016	\$0	\$214,106	\$0	\$214,106	\$214,106
2015	\$0	\$214,106	\$0	\$214,106	\$214,106
2014	\$0	\$214,106	\$0	\$214,106	\$214,106
2013	\$0	\$214,106	\$0	\$214,106	\$214,106
2012	\$0	\$226,002	\$0	\$226,002	\$226,002
2011	\$0	\$237,896	\$0	\$237,896	\$237,896
2010	\$0	\$237,896	\$0	\$237,896	\$237,896
2009	\$0	\$237,896	\$0	\$237,896	\$237,896
2008	\$0	\$237,895	\$0	\$237,895	\$237,895
2007	\$0	\$237,895	\$0	\$237,895	\$237,895
2006	\$0	\$205,185	\$0	\$205,185	\$205,185
2005	\$0	\$151,990	\$0	\$151,990	\$151,990
2004	\$16,920	\$132,165	\$0	\$149,085	\$149,085

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee
1	01/28/2022	WARRANTY D	WARRANTY DEED	SPENCER FAMILY LLP	FREDERICK W JOHNS AND HELLE B ANDERSEN
		29209	FREDERICK W JOHNS AND HELLE B ANDERSEN	515 TOWNE RD SEQUIM, WA 98382	1973 14X64 MARLETTE #3
		36780	FREDERICK W JOHNS AND HELLE B ANDERSEN	515 TOWNE RD SEQUIM, WA 98382	PTN OF S310 OF N1377 E2
2	12/27/1991	QUIT CLAIM	QUIT CLAIM DEED	SPENCER FAMILY LLP	SPENCER FAMILY LLP
3		QUIT CLAIM	QUIT CLAIM DEED	HELEN P SPENCER	HELEN P SPENCER FAMILY L T D
4		QUIT CLAIM	QUIT CLAIM DEED	HELEN PETRI SPENCER	

5	PERSONAL R	PERSONAL REPRESENTATIVES DEED	JAMES W SPENCER ESTATE	HELEN PETRI SPENCER
6	SPECIAL WA	SPECIAL WARRANTY DEED	CLIFFORD/MILDRED SCHULTZ	JAMES W / HELEN PETRI SPENCER

Payout Agreement

No payout information available..

Clallam County Assessor & Treasurer

Property Search Results > 36780 FREDERICK W JOHNS AND HELLE B ANDERSEN for Year 2022 - 2023

Property

Account

Property ID:	36780	Legal Description:	PTN OF S310 OF N1377 E2NW EXC R/W SUR V52 P59 PPMH 343012212780 SITS HERE
Geographic ID:	0430122102100000	Agent Code:	
Type:	Real		
Tax Area:	0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R	Land Use Code	18
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:		Section:	
Range:			

Location

Address:	515 TOWNE RD SEQUIM, WA 98382	Map ID:	227
Neighborhood:	Sequim Prairie Res		
Neighborhood CD:	2001000		

Owner

Name:	FREDERICK W JOHNS AND HELLE B ANDERSEN	Owner ID:	32958
Mailing Address:	111 WHIDBY AVE PORT ANGELES, WA 98362	% Ownership:	100.000000000000%
		Exemptions:	

Pay Tax Due

Select the appropriate checkbox next to the year to be paid. Multiple years may be selected.

Year - Statement ID	Tax	Assessment	Penalty	Interest	Total Due
2022 - 23674 (Balance)	\$740.11	\$53.54	\$0.00	\$0.00	\$793.65

Total Amount to Pay: \$

*Convenience Fee not included

Taxes and Assessment Details

Property Tax Information as of 10/20/2022

Amount Due if Paid on:  **NOTE:** If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2022	23674	\$793.70	\$793.65	\$0.00	\$0.00	\$793.70	\$793.65
▶ Statement Details							
2021	23788	\$781.98	\$781.90	\$0.00	\$0.00	\$1563.88	\$0.00
▶ Statement Details							
2020	23910	\$852.89	\$852.83	\$0.00	\$0.00	\$1705.72	\$0.00
▶ Statement Details							
2019	24044	\$808.76	\$808.70	\$0.00	\$0.00	\$1617.46	\$0.00
▶ Statement Details							
2018	24254	\$818.42	\$818.37	\$0.00	\$0.00	\$1636.79	\$0.00
▶ Statement Details							
2017	24183	\$750.11	\$750.04	\$0.00	\$0.00	\$1500.15	\$0.00

Values

(+) Improvement Homesite Value:	+	\$32,430
(+) Improvement Non-Homesite Value:	+	\$24,710
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$157,800

(+) Curr Use (HS):	+	\$0	\$0
(+) Curr Use (NHS):	+	\$0	\$0
(=) Market Value:	=	\$214,940	
(-) Productivity Loss:	-	\$0	
(=) Subtotal:	=	\$214,940	
(+) Senior Appraised Value:	+	\$0	
(+) Non-Senior Appraised Value:	+	\$214,940	
(=) Total Appraised Value:	=	\$214,940	
(-) Senior Exemption Loss:	-	\$0	
(-) Exemption Loss:	-	\$0	
(=) Taxable Value:	=	\$214,940	

Taxing Jurisdiction

Owner: FREDERICK W JOHNS AND HELLE B ANDERSEN
 % Ownership: 100.0000000000%
 Total Value: \$214,940
 Tax Area: 0202 - 323 PORT ST CNTY RDS FD3 FD3EMS L H2 SQP&R

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax
ST SCH2	STATE SCHOOL PT 2	0.9657201398	\$214,940	\$214,940	\$207.57
STATE SCH	STATE SCHOOL PT 1	1.7928522326	\$214,940	\$214,940	\$385.36
CC GENERAL	CLALLAM COUNTY GENERAL	0.9509605433	\$214,940	\$214,940	\$204.40
DEVDISBLT	DEVELOPMENT DISABILITIES COUNTY	0.0249999992	\$214,940	\$214,940	\$5.37
LND ASSMT	LAND ASSESSMENT COUNTY	0.0011999997	\$214,940	\$214,940	\$0.26
TAX REFUND	TAX REFUND FUND COUNTY	0.0000000000	\$214,940	\$214,940	\$0.00
VET RELIEF	VETERAN'S RELIEF COUNTY	0.0112499993	\$214,940	\$214,940	\$2.42
CAPT IMP	CAPITAL IMPROVEMENT PORT DISTRICT	0.1370518721	\$214,940	\$214,940	\$29.46
PRK REC	SEQUIM AQUATIC RECREATION CNTR	0.0000000000	\$214,940	\$214,940	\$0.00
CC RD GEN	CLALLAM COUNTY ROAD GENERAL	1.0145609538	\$214,940	\$214,940	\$218.07
LIB	LIBRARY COUNTY	0.3764350825	\$214,940	\$214,940	\$80.91
SD 323 GEN	SD 323 M & O	1.1086149491	\$214,940	\$214,940	\$238.29
FIRE 3 BD	FIRE DIST #3 EMS	0.4526672602	\$214,940	\$214,940	\$97.30
FIRE 3 GEN	FIRE DIST #3 GENERAL	1.2793568038	\$214,940	\$214,940	\$274.98
HOSP 2 GEN	HOSPITAL DIST #2 GENERAL	0.4064063635	\$214,940	\$214,940	\$87.35
CON FUTURE	CONSERVATION FUTURES	0.0231741667	\$214,940	\$214,940	\$4.98
Total Tax Rate:		8.5452503656			
Taxes w/Current Exemptions:					\$1,836.72
Taxes w/o Exemptions:					\$1,836.72

Improvement / Building

Improvement #1: HOUSE State Code: 18 0.0 sqft Value: \$24,710

Type	Description	Class CD	Sub Class CD	Year Built	Area
DET GAR	DETACHED GARAGE	01	03	1980	728.0

Improvement #2: UTILITIES State Code: 18 0.0 sqft Value: \$32,430

Type	Description	Class CD	Sub Class CD	Year Built	Area
UT	UTILITIES	*	*	1974	1.0

Sketch

No sketches available for this property.

Property Image



Ownership History		Parcel Number: 043012 210210
Date	Sales Price \$	Legal Description:
Deed	Vol/Pg	
Buyer		
Date	Sales Price \$	
Deed	Vol/Pg	
Buyer		
Date	Sales Price \$	
Deed	Vol/Pg	
Buyer		
Date	Sales Price \$	
Deed	Vol/Pg	
Buyer		
Date	Sales Price \$	
Deed	Vol/Pg	
Buyer		
Date	Sales Price \$	
Deed	Vol/Pg	
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Date	Sales Price \$	
Deed	Vol/Pg	
Buyer		
Date	Sales Price \$	
Deed	Vol/Pg	
Buyer		
Date	Sales Price \$	
Deed	Vol/Pg	
Buyer		
Date	Sales Price \$	
Deed	Vol/Pg	
Buyer		
Comments:		ONE ACRE OUT PARCEL 043012210210 YEAR 2004 5.14 Total acres \$ 17,000 Value per acre \$ 87,380 Total value 25% Site percentage \$ 38,845 1 acre site value 4.14 Remaining acres 11,723 Residual value per acre



Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	R SRPLS AC	RES SURPLUS ACREAGE	3.1400	136778.40	0.00	0.00	\$62,800	\$0
2	R SRPLS AC	RES SURPLUS ACREAGE	1.0000	43560.00	0.00	0.00	\$5,000	\$0

3	RES ACRES	PER ACRE	1.0000	0.00	0.00	0.00	\$90,000	\$0
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Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2023	N/A	N/A	N/A	N/A	N/A
2022	\$57,140	\$157,800	\$0	\$214,940	\$214,940
2021	\$35,138	\$127,396	\$0	\$162,534	\$162,534
2020	\$30,545	\$127,396	\$0	\$157,941	\$157,941
2019	\$27,789	\$127,396	\$0	\$155,185	\$155,185
2018	\$24,531	\$127,396	\$0	\$151,927	\$151,927
2017	\$23,728	\$127,396	\$0	\$151,124	\$151,124
2016	\$21,381	\$127,396	\$0	\$148,777	\$148,777
2015	\$19,263	\$127,396	\$0	\$146,659	\$146,659
2014	\$17,512	\$127,396	\$0	\$144,908	\$144,908
2013	\$17,512	\$127,396	\$0	\$144,908	\$144,908
2012	\$17,512	\$134,474	\$0	\$151,986	\$151,986
2011	\$17,512	\$141,551	\$0	\$159,063	\$159,063
2010	\$19,701	\$141,551	\$0	\$161,252	\$161,252
2009	\$21,890	\$141,551	\$0	\$163,441	\$163,441
2008	\$21,890	\$141,550	\$0	\$163,440	\$163,440
2007	\$21,890	\$141,550	\$0	\$163,440	\$163,440
2006	\$22,735	\$122,090	\$0	\$144,825	\$144,825
2005	\$18,185	\$90,435	\$0	\$108,620	\$108,620
2004	\$0	\$78,640	\$0	\$78,640	\$78,640

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Pa
1	01/28/2022	WARRANTY D	WARRANTY DEED	SPENCER FAMILY LLP	FREDERICK W JOHNS AND HELLE B ANDERSEN		
		29209	FREDERICK W JOHNS AND HELLE B ANDERSEN	515 TOWNE RD SEQUIM, WA 98382	1973 14X64 MARLETTE #3		
		36776	FREDERICK W JOHNS AND HELLE B ANDERSEN	TOWNE RD SEQUIM, WA 98382	PTN N'LY 1607' NENW SUR		

Payout Agreement

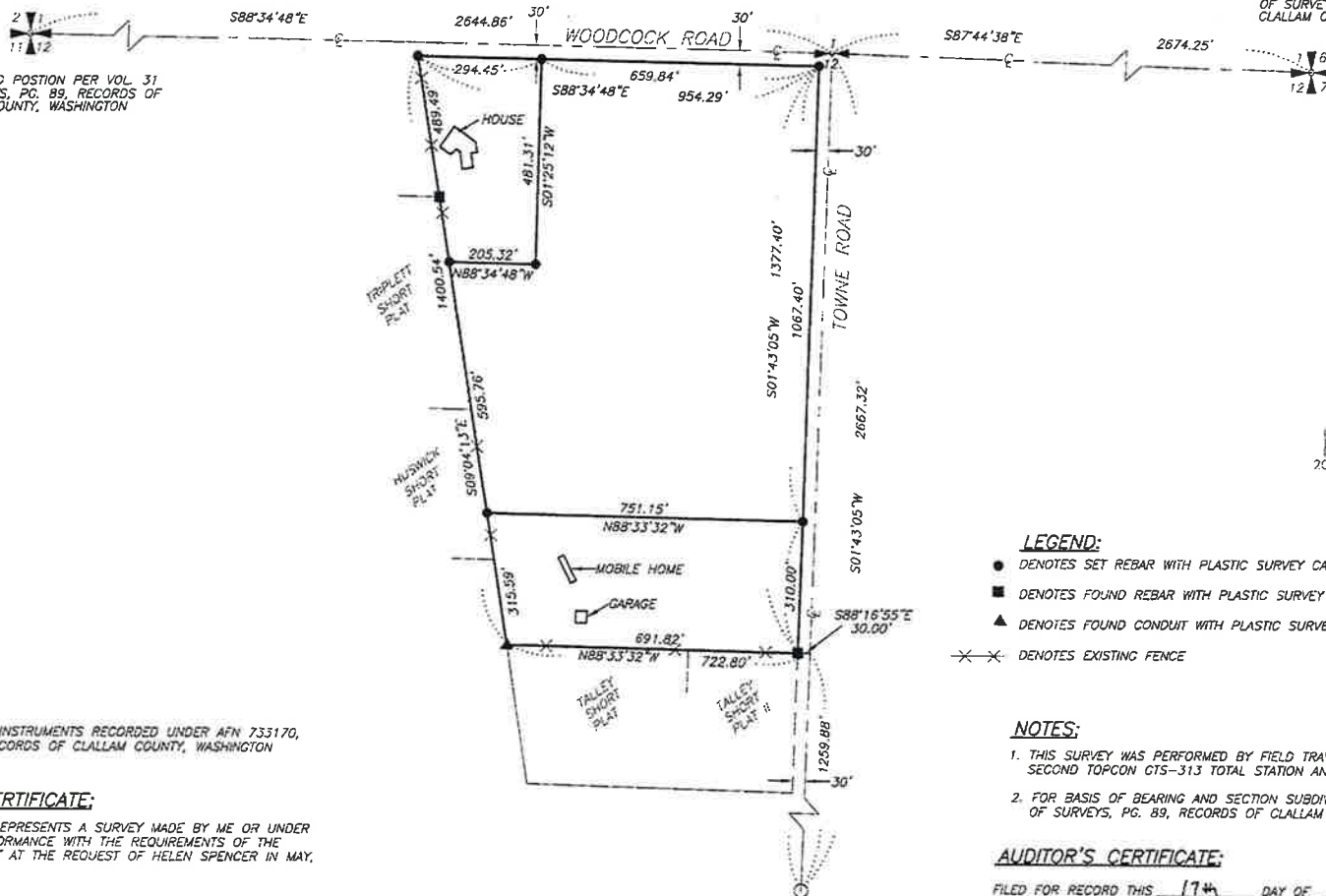
No payout information available..

SURVEY FOR: **HELEN SPENCER**
IN SECTION 12, TOWNSHIP 30 NORTH, RANGE 4 WEST, W.M.
CLALLAM COUNTY, WASHINGTON



CALCULATED POSTION PER VOL. 31
OF SURVEYS, PG. 89, RECORDS OF
CLALLAM COUNTY, WASHINGTON

CALCULATED POSTION PER VOL. 31
OF SURVEYS, PG. 89, RECORDS OF
CLALLAM COUNTY, WASHINGTON



LEGEND:

- DENOTES SET REBAR WITH PLASTIC SURVEY CAP STAMPED: "CLARK 12223".
- DENOTES FOUND REBAR WITH PLASTIC SURVEY CAP STAMPED: "WINTERS 18104".
- ▲ DENOTES FOUND CONDUIT WITH PLASTIC SURVEY CAP STAMPED: "CLARK 12223".
- × × DENOTES EXISTING FENCE

NOTES:

1. THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE METHODS USING A 1 SECOND TOPCON GTS-313 TOTAL STATION AND STEEL TAPE.
2. FOR BASIS OF BEARING AND SECTION SUBDIVISION DATA, SEE VOL. 31 OF OF SURVEYS, PG. 89, RECORDS OF CLALLAM COUNTY, WASHINGTON.

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 17th DAY OF JUNE, 2003.
AT 8:40 A.M., UNDER AUDITOR'S FILE NUMBER 2003 1110620, RECORDS
OF CLALLAM COUNTY, WASHINGTON, AT THE REQUEST OF KENNETH A. CLARK.

Sharon Butts
CLALLAM COUNTY DEPUTY AUDITOR

N.T.S.	
X	X
X	X
12(30N-4W)	

CLARK LAND OFFICE	410. One 2100
	305 N 5th Ave.
	Seasum, WA 98282
	(360) 681-2767
	FAX 681-2767
www.clarkland.com	

DESCRIPTION:

FOR DESCRIPTION SEE INSTRUMENTS RECORDED UNDER AFN 733170,
438688 & 509588, RECORDS OF CLALLAM COUNTY, WASHINGTON

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER
MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE
SURVEY RECORDING ACT AT THE REQUEST OF HELEN SPENCER IN MAY,
2003.



Kenneth A. Clark
KENNETH A. CLARK, PLS
L.S. NUMBER 12223

DATE: 6/16/03

FINAL CHECK: KAC
PLA: CHECK: SBC
DRAWN BY: BAH & KJO
DATE: 6/16/03

RECORD OF SURVEY
PORTIONS OF SECTIONS 12 AND 13,
T. 30 N., R. 4 W., W.M.
CLALLAM COUNTY, WASHINGTON
PREPARED FOR
CLALLAM CONSERVATION DISTRICT

LEGAL DESCRIPTION:

SEE LOT DESIGNATIONS AND RECORDING INFORMATION AS NOTED IN THE DRAWING.

PROCEDURES:

THIS RECORD OF SURVEY IS BASED ON A GROUND SURVEY UTILIZING CONVENTIONAL TRAVERSE METHODS AND GNSS RIN SURVEYING PROCEDURES.

THIS SURVEY MEETS OR EXCEEDS THE STANDARDS CONTAINED IN WAC 332-130-090.

EQUIPMENT:

TRIMBLE S-5 ROBOTIC 3" TOTAL STATION
JAVAD TRIUMPH-LS RECEIVER AND T-2 BASE STATION.

DATE OF SURVEY:

MAY, 2017

NOTES:

1. SEE MONUMENT REMOVAL PERMIT NO. 5999 DATED J-22-17 ON FILE WITH THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES.
2. SEE SURVEY RECORDED IN VOL. 31 OF SURVEYS, PAGE 89, RECORDS OF CLALLAM COUNTY, WASHINGTON FOR ADDITIONAL SECTION SUBDIVISION INFORMATION.

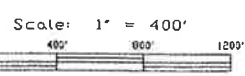
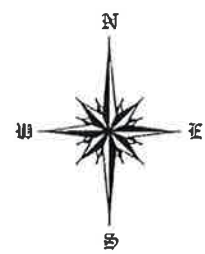
BASIS OF BEARINGS:

WASHINGTON STATE COORDINATE SYSTEM, NORTH ZONE, (NAD 83/91), AS DETERMINED FROM FIELD MEASUREMENTS MADE TO CLALLAM COUNTY GEOMETRIC CONTROL MONUMENTS CP04301283, CP04301284, CP04301361 AND CP04301362 SAID MONUMENTS BEING SHOWN ON RECORD OF SURVEY IN VOLUME 31 OF SURVEYS, PAGE 89 UNDER REF# 715131.

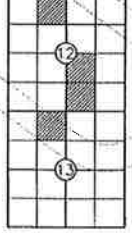
DISTANCES SHOWN HEREON ARE REDUCED TO SAID GRID BY A COMBINED SCALE FACTOR OF 0.99993632, THETA ANGLE = 1'42"48" AT GPS CONTROL POINT CP04301283.

LEGEND:

- - EXISTING GPS CONTROL POINT AS NOTED
- - FOUND MONUMENT AS NOTED
- - SET 1/2" DIA. REBAR & CAP STAMPED "B.R.L.S. PLS 28071"



SECTIONS 12 & 13
T. 30 N. R. 4 W.



SURVEYOR'S CERTIFICATE:
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CLALLAM CONSERVATION DISTRICT IN MAY, 2017.

Bradley R. Lyman 6/7/17
BRADLEY R. LYMAN, PLS 28071 DATE



AUDITOR'S CERTIFICATE:
FILED FOR RECORD THIS 7th DAY OF June, 2017,
AT 2:28 PM, IN VOLUME 80 OF SURVEYS, AT PAGE 54,
AT THE REQUEST OF B.R. LYMAN GROVER LAND SURVEYING.

Jane E. Hiest-Deady
COUNTY AUDITOR AUDITOR'S FILE NUMBER: 2017-1350553

	B.R. Lyman Grover Land Surveying 55 STORM KING RD PORT ANGELES, WA 98363 PHONE (360) 457-5581	SHEET 1 OF 1 DATE: 6/07/17 JOB# 17001
--	---	--

VOL 80 PG 54

499074

69773

Construction & Maintenance

SLOPE EASEMENT

THIS EASEMENT, made this 30 day of May,
1929, between

James W. Spencer and Helen Petri Spencer, husband and wife

hereinafter called the grantor s;

and the County of Clallam, State of Washington, hereinafter
called the Grantee.

WITNESSETH:

The grantor s for and in consideration of _____

Mutual Benefits

and other valuable consideration, the receipt whereof is hereby
acknowledged, do _____ hereby grant, bargain, and convey unto the
Grantee, its successors and assigns, a perpetual easement for
the construction and maintenance of slope

upon the following described real property, situated in County of
Clallam, State of Washington:

The Southerly 5 feet of the Northerly 35 feet of the Westerly 75 feet
of the Easterly 990 feet of the Northeast Quarter of the Northwest
Quarter of Section 12, Township 30 North, Range 4 West, W4, Clallam
County.

Together with the right at all times to the Grantee, its
successors and assigns, for ingress to and egress from said lands
across adjacent lands of the grantor _____ for the purpose of con-
struction and maintenance of the improvement, project, development,
or other work or structure which is the subject of this easement.
Also, the right to the Grantee, its successors and assigns, at all
times to cut all brush and timber, and trim all trees standing or
growing upon said lands, which, in the opinion of the Grantee,
constitutes a menace of danger to said improvement, project, de-
velopment or other work or structure which is the subject of this
easement.

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The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors or assigns, shall permanently remove or otherwise permanently abandon said improvement, project, development or other work or structure which is the subject of this easement, at which time all such rights, title, privileges, and authority hereby granted shall terminate.

IN WITNESS WHEREOF the grantor has affixed his signature the day and year first above written.

James W. Spencer
Grantor

Helen Petri Spencer
Grantor

999074

STATE OF WASHINGTON)
County of Clallam) ss.

On this day personally appeared before me

JAMES W. SPENCER & HELEN PETRI SPENCER

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as themselves free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

30th

day of May, 19 79.

David M. L.
Notary Public in and for the State of
Washington, residing at Bellevue

FILED FOR RECORD AT THE CLERK'S
OF Clallam County
RECORDED IN RECORDS OF CLALLAM CO.
15:9 AUG-8 PM 3:50
LISE C. THORNE, AUDITOR
CLALLAM COUNTY, WASH.
CLERK

- VOL 557 - 640

499075

IRRIGATION DITCH EASEMENT
CONSTRUCTION

This Easement, made this 30 day of MAY,
1979, between

James W. Spencer and Helen Petri Spencer, husband and wife

hereinafter called the grantors,

and the County of Clallam, State of Washington, hereinafter
called the Grantee,

WITNESSETH:

The Grantors, for and in consideration of Mutual Benefits and other valuable consideration, do hereby grant unto the Grantee, its successors and assigns, a temporary construction easement for the re-alignment and construction of irrigation ditch upon and across the Easterly 990 feet of the Northeast Quarter of the Northwest Quarter of Section 12, Township 30 North, Range 4 West, W. M., Clallam County. Easement No. 1 to be 30 feet in width and Easement No. 2 to be 15 feet in width and lying approximately as follows:

EASEMENT NO. 1 - Commencing at the Southerly line of Woodcock Road at approximately Station 231.00, thence running Southerly to a point where it intersects with the existing irrigation ditch.

EASEMENT NO. 2 - Commencing on the above easement at a point 21 feet South of the southerly right of way line of Woodcock Road, thence in a westerly direction parallel to said road to the west line of said easterly 990 feet of said Northeast Quarter of the Northwest Quarter and a junction with the existing ditch to the west.

Together with the right to the Grantee, its successors and assigns for ingress to and from said lands across adjacent lands of the grantor for the purpose of construction of said ditches.

In witness whereof the grantor has affixed his signature the day and year first above written.

James W. Spencer
Grantor
Helen Petri Spencer
Grantor

VOL 557 p. 041

495075

On this day personally appeared before me James W. Spencer and
Welen Petri Spencer

307

day of MAY, 1979

Notary Public in and for the State of
Washington, residing at Blaine

SEARCHED INDEXED AS THE RECORDS
IN CLAYTON COUNTY
RECORDED IN RECORDS OF CLAYTON

15.9 AUG -8 PM 3:50

ALICE C. THORNE, AUDITOR
CLALLAM COUNTY, WASH.

vol 557 4012



AGENDA ITEM SUMMARY

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

15
MAY 01 2023

Department: DCD

WORK SESSION ☒ Meeting Date: 5/1/2023

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

- | | | |
|---|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Grant Application Request |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is the Grant Application Information Form. This grant supports the operations and projects of the Clallam Marine Resource Committee. Projects include: restoring native Olympia oysters; training local volunteers in oil spill preparedness; kelp bed monitoring; Forage fish surveys; Pigeon Guillemot nest surveys; raising community awareness of marine and nearshore issues; providing internships for local youth.

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

Budget change form will be submitted.

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

The DCD requests signature by Mark Ozias on the RCO Grant Agreement.

Please sign the grant application form

County Official signature & print name: Bruce Emery

A handwritten signature in blue ink, appearing to read "Bruce W. Emery", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments: DCD

Date submitted: 4/21/2023

24

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

Agenda Item Summary NPC MRC
Revised: 3-04-2019

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

Clallam County

Grant Application Information

DEPARTMENT: **DCD**

DATE SUBMITTED TO W/S: **5-1-2023**

GRANT NAME: **Shorelands Northwest Straits**

APPLICATION DEADLINE: **5-25-2023**

ISSUING AGENCY: **Department of Ecology**

IS THIS A RENEWAL? **Yes**

LENGTH OF GRANT: **2 Years**

RENEWAL POSSIBLE? **Yes**

TOTAL AWARD: **Up to \$384,500**

ANNUAL AMOUNT : **Up to \$192,500**

MATCH REQUIRED? **No**

MATCH AMOUNT: **\$0**

DESCRIPTION OF GRANT AND PURPOSE:

This grant funds the work of the Clallam Marine Resources Committee, a citizen advisory committee that is committed to discovering collaborative ways to improve shellfish harvest areas, protect marine habitat, support salmon and bottom fish recovery, and examine resource management alternatives.

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

The MRC combines data-driven science and grassroots citizen involvement to address the depletion of marine resources in the Strait of Juan de Fuca. Scientific research will contribute to better citizen outreach, which should lead to deeper public understanding of Clallam County's marine shorelines. Public outreach will increase public participation in civic processes relevant to marine shorelines. MRC research and projects contribute to public health and increased recreational opportunities, e.g. shellfish monitoring supported by this grant allows some beaches of the western Strait to be opened to recreation shellfish harvest, which would otherwise be closed for lack of data.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS? HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS?

Yes. The scientific information and public education that result from this grant will help the DCD to fulfill its responsibilities for comprehensive planning and protecting salmon habitat. The grant also fits well with DCD's mission to promote public health and safety, help maintain a healthy environment, and promote a strong local economy.
Yes, Clallam County has received funding from this grant source since 1999.

DOES THE GRANT ACTIVITY INCREASE AN EXISTING SERVICE OR ADD A NEW SERVICE? TO WHAT DEGREE? IF THE GRANT WERE NOT AVAILABLE, WOULD THE SERVICE HAVE BEEN NECESSARY?

New projects are funded by the grant.

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

Performance measures are included in the grant contract.

DOES THE GRANT ACTIVITY CREATE A NEW SERVICE OR LEVEL OF SERVICE WHICH IS EXPECTED

TO BE CONTINUED FROM LOCAL FUNDING AT THE END OF THE GRANT PERIOD?

No

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

N/A

WILL THE ACTIVITY IN THIS GRANT HAVE IMPACTS ON OTHER DEPARTMENTS? HAS THIS BEEN DISCUSSED? DO OTHER DEPARTMENTS HAVE SUFFICIENT RESOURCES TO DEAL WITH ADDITIONAL IMPACTS?

No impacts to other departments.

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

Yes. 1.0 FTE will be added. Wages and benefits will be paid out of the grant. This has been a continuing grant for 24 years so this position will continue with subsequent grants.

DOES YOUR DEPARTMENT HAVE SUFFICIENT RESOURCES TO ADMINISTER THE GRANT? PROVIDE FOR TIMELY REIMBURSEMENT AND ACTIVITY REPORTS?

Yes

ARE THERE IMPACTS TO THE COUNTY IF THE GRANT IS NOT RECEIVED? WHAT ARE THEY?

Projects that help educate about, monitor, and improve the marine environment would not occur. For example, shellfish monitoring would no longer be conducted and western Strait beaches could be closed to recreational shellfish harvest.

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

Yes. WA Ecology limits the indirect rate to 25% of direct (staff) labor and benefit costs, which will be charged and allocated as indirect costs.

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

No

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

If fully funded, this grant will add \$384,500 to the county budget for October 1, 2023 to December 31, 2025. Expenditures will not exceed revenues.

OTHER COMMENTS

The Clallam Marine Resources Committee conducts work that benefits the citizens of Clallam County through education and "boots-on-the-beach" projects.



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Rich Sill, ADMINISTRATOR

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



partners in marine conservation

County Marine
Resource
Committees

Clallam
Island
Jefferson
San Juan
Skagit
Snohomish
Whatcom

in cooperation
with participating
tribal co-managers

To: Marine Resources Committee chairs and staff
From: Lucas Hart, Director, Northwest Straits Commission
Re: Request for Proposals – 2023-25
Date: March 1, 2023

The Northwest Straits Commission has secured and pending funding for Marine Resources Committees (MRCs) for the 2023-2025 award period. The funding will be awarded as two grants from the following three sources:

Grant #1: Shorelands Northwest Straits 2023 (SEANWS2023) - Page 5-12

Source	Year One	Year Two
	Oct 1, 2023-Sept 30, 2024	Oct 1, 2024-Sept 30, 2025
Funding from US Environmental Protection Agency (EPA) via the Puget Sound Partnership.	\$59,000/MRC	\$60,000/MRC
	Oct 1, 2023*-June 30, 2024	July 1, 2024-June 30, 2025
Washington state funding for the 2023-25 biennium, dependent on the 2023 legislative session.	\$65,000/MRC	\$65,000/MRC
TOTAL AWARD	\$124,000	\$125,000

**State funds begin July 1, 2023 but will be combined with the EPA funds so that the combined award start date will be October 1, 2023.*

Grant #2: One-Time Grant Program 2024 (OTGP2024) - Page 13-17

Source	Year One	Year Two
	Jan 1, 2024-Dec 31, 2024	Jan 1, 2025-Dec 31, 2025
Federal funding from the National Oceanic & Atmospheric Admin (NOAA).	\$68,000/MRC	\$67,500/MRC

This Request for Proposals contains instructions and guidance for how to apply for both of the funding opportunities above.

Please contact [Lucas](#), [Dana](#), or [Sasha](#) at the Northwest Straits Commission to answer questions or provide other support to your MRC.

Northwest Straits Commission Request for Proposals

The following information applies to both funding opportunities noted on page one.

Overview

Eligibility

County-based MRCs in the seven Northwest Straits counties are eligible for funding through this Request for Proposals. Funding is not guaranteed. Applications must meet the criteria below and MRCs must be in good standing with current grant agreements.

Purpose

To support the work of local Marine Resources Committees in carrying out priority work of the Northwest Straits Initiative Strategic Plan.

Project criteria (subject)

MRC projects must:

- Address one or more of the environmental goals of the [Northwest Straits Initiative Strategic Plan](#).
- Clearly identify measurable results. Measurable results can be:
 - developed and proposed by the MRC
 - support or achieve one of the objectives in the strategic plan
 - associated with progress toward advancing ocean and shoreline actions in the Puget Sound Action Agenda.
- Be managed and carried out by the MRC and directly identified as a project of the MRC. Funding cannot pass through to support another organization's work or operations. If a sub-contract is necessary to carry out the project, the sub-contractor must be working under the direction of the MRC project lead. **PLEASE NOTE: If your MRC plans to pursue a project in partnership with the NWS Foundation, please contact Sasha Horst as soon as possible to discuss funding arrangements.**

Project criteria (procedural)

MRC projects must:

- Be able to be accomplished in the time period available and within the proposed budget (unless other funding is referenced in application). If a project is one phase or component of a longer-term project, the full project should be described and the phase proposed for this funding cycle should be able to be accomplished within the time period available.

- Include an evaluation plan that provides information to the MRC to determine whether the projects achieved desired outcomes.
- Not be included in other grant proposals submitted or planned to be submitted through another entity (including through the Northwest Straits Foundation) unless distinct complementary components of an individual project are clearly described.
- If a continuing project, clearly identify how this work is different from previous years or describe why continuation of the same work is important.
- Be reviewed and approved at a meeting of the full MRC.

Project contracting considerations:

- Please identify any sub-contracts anticipated in your Project Information Forms.
- Plan to secure services using documented procurement procedures that follow federal standards.
- To contract with a collaborative partner on a project, such as WA Department of Natural Resources or NWS Foundation, please work with NWS Commission staff early in order to identify those project partners in our proposal to NOAA by the end of March, which will exempt the subcontract from competitive procurement.

Project categories

In the new Project Information Form, you will be asked to describe all of the components of your project. A project may be entirely one project type, or may include components from more than one project type:

- **Education/outreach:** Projects designed to result in a change in actions by your intended audience that benefit the marine environment and local community (such as behavior change). A project focused on increasing knowledge or raising awareness may fit into this category if it is designed to increase comprehension on a specific topic for a targeted audience (for example, workshops on sea level rise targeting shoreline property owners). For these projects, you may not be able to measure behavior change but you should be able to identify what you want people to do as a result. Activities aimed at raising awareness of the MRC (like tabling) are part of the general MRC operations task.
- **Monitoring/research:** This category is for projects that will collect data over an identified time period using established protocols in order to answer a scientific or management-based question. Data collected through monitoring projects should have an identified use, such as contributing to baseline dataset, assessing effectiveness of conservation/restoration actions, or helping to inform a management decision. Projects

that collect data require an approved Quality Assurance Project Plan before any data collection begins.

- **Restoration/protection:** Projects in this category are designed to improve or prevent the decline of specific marine habitat or species. This category includes any steps towards restoration, such as feasibility or project design components. Restoration projects may include a monitoring component (pre- and/or post-). Protection projects take preventative measures to preserve existing habitats or species. This category includes voluntary protection areas and stewardship plans.

Grant #1: Shorelands Northwest Straits 2023 (SEANWS-2023) Page 5-12

Expected time period of grant

This grant agreement will have an effective date of October 1, 2023 and end on September 30, 2025.

Value of award

The estimated funding for this opportunity is \$124,000 per MRC in year one, and \$125,000 in year two. This award combines EPA and WA State sources. The Northwest Straits Commission expects to award equal amounts to each of the seven eligible counties, based on the availability of funds. MRCs can request less than the full available amount of funding. Any remaining funds will be pooled for the NWS Commission to identify priority projects that fit within the NW Straits strategic plan.

Cost sharing requirement

This agreement will include federal US EPA funding, which is provided to the Northwest Straits Commission with a 1:1 match requirement. MRCs must document any sources of matching funds provided during the grant period for projects in their award scope of work, including volunteer hours, in-kind contributions, and direct non-federal support. The Northwest Straits Commission's Match Policy is included in Appendix B.

Operations

The proposed budget must enable your MRC to meet essential operations and administration needs, per Task 1 below.

Application

Applications for SEANWS-2023 will be accepted from **May 4, 2023 through May 25, 2023** and must be submitted through the Ecology Administration of Grants and Loans (EAGL) system, found at <https://ecyeagl/>.

SEANWS-2023 - Task 1

MRC Operations:

1. Schedule, prepare/distribute agenda and post public notices of MRC meetings
2. Prepare and distribute minutes of MRC meetings
3. Maintain current MRC membership list
4. Recruit MRC members (if allowable by county) and provide onboarding for new members
5. Track volunteer hours, in-kind support and leveraged funds and provide information quarterly to NWSC staff
6. Communicate regularly with NWSC staff, particularly if challenges arise

MRC Communication:

1. Maintain MRC website (including current meeting schedules, agendas and projects)
2. Communicate regularly with county council/commission
3. Increase awareness of the purpose of the MRC and its role in the county
4. Communicate with relevant audiences about the projects and programs of the MRC.

Grant administration:

1. Ensure that grant agreement is implemented on schedule with satisfactory deliverables
2. Prepare progress reports, final report and completion report for Northwest Straits Commission
3. Track and administer budget, including spending out on deadlines per state and federal fiscal years
4. Manage sub-contracts as applicable and provide copies to NWSC grant manager
5. Prepare MRC workplan and MRC annual report to summarize MRC activities and progress
6. Communicate revisions to or concerns about carrying out the agreement to NWSC staff

Training and Representation:

1. MRC members will attend Northwest Straits Initiative annual conference
2. Participate in regular meetings and forums for MRC staff
3. A representative of the MRC will attend each Northwest Straits Commission meeting
4. Estimated travel costs for 1 and 2 above must be written into grant agreement

MRC Advisory

1. Serve as a resource to county government to help identify local marine conservation and protection needs and recommend remedial actions
2. Advise county councils/commissions/executives on local and regional marine issues as appropriate and as requested

Local Integrating Organization

1. Local Integrating Organization: Where applicable, the MRC will participate in meetings and operations of the Local Integrating Organization (LIO) in order to participate in the local planning process and action agenda update.

Deliverables:

- Quarterly progress report on all tasks
- Quarterly match and volunteer time documentation
- Quarterly reporting (monthly reports to the Commission, MRC meeting minutes and agendas, other meeting/conference participation)
- Annual workplan
- Annual report
- Recipient Close Out Report

SEANWS-2023 - EAGL Application Forms

Application Type: Shorelands Northwest Straits: 2023

General Information Form

Project Title

Project Short Description (500 character limit)

Project Long Description (4,000 character limit)

Total cost

Total eligible cost (amount of grant)

Effective date

Expiration date

Ecology program (Shorelands)

Project category (Northwest Straits grant)

Will environmental monitoring data be collected? (Y/N)

Overall goal (1,000 character limit)– *Note that this field will be public facing in EAGL, so it's important to clearly and concisely capture the full scope of the work your MRC will do under this award in this field.*

Recipient Contacts Form

Please be sure your organization's contacts are updated in EAGL prior to submitting the application.

Project Manager

Authorized signatory

Billing contact

Other recipient signatures on printed agreement (add, if any)

Location Information Form

Statewide (Y/N)

WRIA (%)

Ecology region

Latitude (ignore)

County (%)

Longitude (ignore)

Congressional district (%)

Facility Site ID (ignore)

Legislative district (%)

Budget Form

The budget form has three sections:

- **Budget by Task:** This will auto-fill the task costs that will be entered later. You do not need to do anything in this section.
- **Budget by Element:** This section allows Ecology to track grant expenditures in the future. You do not need to do anything in this section.
- **Upload:** In the last section, you will upload an Excel spreadsheet with your budget identified by project and/or task and by budget element. A template is available on request, but there is no required format as long as adequate detail is provided.

YEAR ONE*	Task 1	Task 2	Task 3	Task 4	TOTAL
	Project Admin/ Management	[task title]			
Salaries					
Benefits					
Indirect					
Contractual					
Supplies					
Travel					
Other [†]					
TOTAL					
‡State funds					
‡Federal funds					
YEAR TWO*	Task 1	Task 2	Task 3	Task 4	TOTAL
	Project Admin/ Management	[task title]			
Salaries					
Benefits					
Indirect					
Contractual					
Supplies					
Travel					
Other [†]					
TOTAL					
‡State funds					
‡Federal funds					

*Budget information should be separated by year.

[†]Please include explanation of any expenses in the "other" category.

[‡]Prior to finalizing awards, project funding will need to be designated as either EPA or state sources, or both. You may include that information in your initial budget spreadsheet, or it can be coordinated when the award is being finalized.

Salaries: Use this category if a county employee is doing the work.

Benefits: Calculated as a percentage of salaries.

Indirect: May only be charged on the Salaries and Benefits portion of the budget. Counties charging indirect must use federally approved indirect rate (if available) and provide documentation of that rate.

Contractual: Use if you are hiring a consultant to do any of the work.

Supplies: Materials, copying, postage, paper, etc.

Equipment: Tangible equipment over \$5,000. Requires pre-approval.

Travel: Lodging, per diem, mileage at current state per diem rates.

SEANWS-2023 – MRC Project Information Form

Copy the Project Information Form and complete one for each project the MRC plans to do. Tasks may be merged later in grant agreements, but are not meant to be merged in the project form (e.g. all monitoring tasks).

1. **Project Title:**
2. **Project lead:** Which MRC member is the project lead?
3. **Project description** (short project summary including the identified need that prompted the project)
4. **Vision/Goals:** What is the *vision/ultimate goal* of the work? (How are you hoping the ecosystem and/or the community will change because of this project and other efforts? 1,500 characters)
5. **Participants and Partnerships:** Please include participants and partners directly involved with the work (1,500 characters):
6. **Activities:** Briefly describe the *main activities* of your project. (The tasks and actions - science, monitoring, training, presentations, etc. accomplished by the project participants; 1,500 characters)
7. **Outputs:** What are the *expected outputs* of this project? (Anything tangible you can count, including people/participants in events, reports, presentations, or other tangibles; 1,000 characters)
8. **Outcomes:** What are the *expected outcomes* of this project? How will the activities and outputs measurably further the goal(s) of the project. (Short-term changes you envision happening as a consequence of this work or things you might start to see within the timeline of the project. 1,500 characters)

9. **Additional project information:** Please provide additional information based on the type of project proposed. If the project contains more than one type (for example, monitoring and outreach), please answer all relevant focused questions based on each project type.

Project type	Focused Questions	Response
9a. <i>Education and Outreach</i>	• Who is your target audience? • What are your key messages? • What do you want your target audience to do as a result of this project? • What tactics or tools will you use to reach your audience? • How will you know if your actions were successful?	
9b. <i>Monitoring</i>	• What protocols will be used? • Will the monitoring data affect a decision about marine resources? • Where will the monitoring data go? • Are the data contributing to a larger baseline data set?	
9c. <i>Restoration</i>	• Are any permits required for this project and if so, what is the status of the permits? • Who has ownership of the project site? • Has a cultural assessment of the site been completed (if applicable)? • Is there ongoing maintenance associated with the project?	

Expected time period of grant

This grant agreement is anticipated to have an effective date of January 1, 2024 and end on December 31, 2025. The award start and end dates are contingent upon the final award from NOAA.

Value of award

The estimated funding for this opportunity is \$68,000 per MRC in year one, and \$67,500 in year two. This award is funded by NOAA. The Northwest Straits Commission expects to award equal amounts to each of the seven eligible counties, based on the availability of funds. MRCs can request less than the full available amount of funding. Any remaining funds will be pooled for the NWS Commission to identify priority projects that fit within the NW Straits strategic plan.

Cost sharing requirement

There is no cost sharing requirement associated with these funds. Per the Northwest Straits Commission match policy (Appendix B), MRCs should not use funding provided through the Commission, or the associated volunteer hours, in-kind support or direct support provided by any entity as available match without prior review and written approval by the Commission operations manager or director.

Grant Administration

The proposed budget must enable your MRC to meet grant administration and project management needs, per Task 1 below.

Application

To apply for this grant, MRCs will submit a Project Information Form for each proposed project, along with budget information for each project, directly to Northwest Straits Commission staff at horst@nwstraits.org. Applications will be accepted through May 25, 2023. Northwest Straits Commission staff will complete the application in the Ecology Administration of Grants and Loans system.

OTGP-2024 - Task 1

Task Title: Project Administration / Management

Task Description:

A. The RECIPIENT shall provide necessary project oversight and coordination to complete the scope of work in compliance with this ECOLOGY grant agreement, which includes project coordination, administration, and management.

B. The RECIPIENT shall conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

C. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; submit ECOLOGY-approved deliverables; and submit the RECIPIENT Close Out Report (RCOR) by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant administration requirements.

Task Expected Outcome:

Properly maintained grant project documentation. Timely and complete submittal of quarterly Payment Requests / Progress Reports (PRPRs), grant deliverables, and the RECIPIENT Close Out Report (RCOR).

Deliverables:

- Quarterly Payment Request / Progress Report (PRPR)
- Recipient Close Out Report (RCOR)

OTGP-2024 – MRC Project Information Form

Copy the Project Information Form and complete one for each project the MRC plans to do. Tasks may be merged later for grant agreements, but are not meant to be merged in the project form (e.g. all monitoring tasks).

1. **Project Title:**
2. **Project lead:** Which MRC member is the project lead?
3. **Project description** (short project summary including the identified need that prompted the project)
4. **Vision/Goals:** What is the *vision/ultimate goal* of the work? (How are you hoping the ecosystem and/or the community will change because of this project and other efforts? 1,500 characters)
5. **Participants and Partnerships:** Please include participants and partners directly involved with the work (1,500 characters):
6. **Activities:** Briefly describe the *main activities* of your project. (The tasks and actions - science, monitoring, training, presentations, etc. accomplished by the project participants; 1,500 characters)
7. **Outputs:** What are the *expected outputs* of this project? (Anything tangible you can count, including people/participants in events, reports, presentations, or other tangibles; 1,000 characters)
8. **Outcomes:** What are the *expected outcomes* of this project? How will the activities and outputs measurably further the goal(s) of the project. (Short-term changes you envision happening as a consequence of this work or things you might start to see within the timeline of the project. 1,500 characters)

9. Additional project information: Please provide additional information based on the type of project proposed. If the project contains more than one type (for example, monitoring and outreach), please answer all relevant focused questions based on each project type.

Project type	Focused Questions	Response
<i>9a. Education and Outreach</i>	• Who is your target audience? • What are your key messages? • What do you want your target audience to do as a result of this project? • What tactics or tools will you use to reach your audience? • How will you know if your actions were successful?	
<i>9b. Monitoring</i>	• What protocols will be used? • Will the monitoring data affect a decision about marine resources? • Where will the monitoring data go? • Are the data contributing to a larger baseline data set?	
<i>9c. Restoration</i>	• Are any permits required for this project and if so, what is the status of the permits? • Who has ownership of the project site? • Has a cultural assessment of the site been completed (if applicable)? • Is there ongoing maintenance associated with the project?	

OTGP-2024 – Budget

The budget for OTGP-2024 can be submitted as a standalone table or spreadsheet. The table below is a sample budget layout.

YEAR ONE*	Task 1	Task 2	Task 3	Task 4	TOTAL
	Project Admin/ Management	[task title]			
Salaries					
Benefits					
Indirect					
Contractual					
Supplies					
Travel					
Other [†]					
TOTAL					
YEAR TWO*	Task 1	Task 2	Task 3	Task 4	TOTAL
	Project Admin/ Management	[task title]			
Salaries					
Benefits					
Indirect					
Contractual					
Supplies					
Travel					
Other [†]					
TOTAL					

*Budget information should be separated by year.

[†]Please include explanation of any expenses in the “other” category.

Salaries: Use this category if a county employee is doing the work.

Benefits: Calculated as a percentage of salaries.

Indirect: May only be charged on the Salaries and Benefits portion of the budget. Counties charging indirect must use federally approved indirect rate (if available) and provide documentation of that rate.

Contractual: Use if you are hiring a consultant to do any of the work.

Supplies: Materials, copying, postage, paper, etc.

Equipment: Equipment over \$5,000 is **not allowable** with this funding.

Travel: Lodging, per diem, mileage at current state per diem rates.

Appendix A – 2021-23 Marine Resources Committee Grant Timeline

Milestone/deadline	SEANWS-2023 (EPA/State)	OTGP-2024 (NOAA)
Commission issues request for draft project list from MRCs	January 2023	
Commission issues request for proposals to MRCs	March 1, 2023	
MRC/Commission consultations	March-April 2023	
Funding opportunity opens in EAGL	May 4, 2023	n/a Northwest Straits staff will enter into EAGL
Applications due	May 25, 2023 Submitted in EAGL	May 25, 2023 Submitted via email
Project review and evaluation	June-July 2023	
Grant approval by Commission	August 2023	
Prepare grant agreements	August-September	September-October
Grant start date	October 1, 2023	January 1, 2024
Year <u>one</u> state fund expenditure deadline	June 30, 2024	n/a
Year <u>one</u> federal funding expenditure deadline	September 30, 2024	December 31, 2024
Year <u>two</u> state fund expenditure deadline	June 30, 2025	n/a
Year <u>two</u> federal funding expenditure deadline and grant end date	September 30, 2025	December 31, 2025

There is no specific timeframe for amendments. MRCs should track their scope of work and budget, and request any amendments as needed throughout the grant period.

Appendix B - Northwest Straits Initiative Strategic Plan

Background

The Northwest Straits (NWS) Initiative carried out a strategic planning process over a one-year period. The plan is made up of insights from Marine Resources Committees (MRCs), NWS Initiative boards, staff, and partners. Six themes were identified. Each theme is supported by goals and objectives that guide us toward desired results. The objectives are broad to accommodate the grass-roots nature of the NWS Initiative. An accompanying operations plan provides details on the outcomes we aim to achieve.

This plan serves as a framework for the creation of MRC, NWS Commission, and NWS Foundation programs, projects and work plans.

Theme: Stewardship

Goal: Forge new paths to advance Northwest Straits recovery and complement the work of regional planning efforts.

Result: The Initiative inspires action.

Objectives:

- Contribute to nearshore and marine habitat and species protection and restoration projects.
- Encourage communities within the Northwest Straits and Salish Sea to be stewards in their public and private activities.
- Protect and improve water quality.
- Exhort local decision makers to act on emerging and urgent issues related to the health of the region's marine waters and habitat.
- Review, anticipate, and comment promptly on local, and when appropriate, state policy development and revisions as they relate to nearshore and marine protection.
- Provide learning opportunities to the public in partnership with subject matter experts.

Theme: Structural Support to MRCs

Goal: The NWS Initiative strengthens MRC capacity and presence within counties and across the Northwest Straits region and ensures the NWS are protected and restored.

Result: The Initiative achieves conservation gains and impacts at the local level.

Objectives:

- Obtain one full-time equivalent staff for each MRC.

- Add one full-time MRC Liaison to NWS Commission staff.
- Assist MRCs during project development and with long-term, large-project planning.
- Sponsor interns at the MRC level to support projects.
- Emphasize work with county councils and commissions to assure MRCs are recognized as a valuable resource.
- Support training and community member involvement as project volunteers, build an army of community scientists.
- Foster strong communications among MRCs for cross-pollination of ideas and resources.

Theme: Measuring Progress

Goal: Quantify Initiative progress to support communications.

Result: The Initiative measures what matters to provide clarity to communities.

Objectives:

- Create and carry out a project assessment program that applies to every project, every time.
- Document the Initiative's influence on and related changes to local and regional policy.
- Document funding that is leveraged by volunteer activities.

Theme: Engagement and Partnerships

Goal: Represent a broad range of interests in the Northwest Straits.

Result: The Initiative serves everyone who inhabits the Northwest Straits.

Objectives:

- Continue to strengthen partnerships with tribes by identifying shared interests and priorities.
- Develop general tools for outreach that resonate with communities throughout the Northwest Straits and Salish Sea.
- Engage local, state, and federal elected officials and decision makers.
- Engage partners that are representative of regional communities to foster collective action, including educational institutions and transboundary partners.

Theme: Messaging

Goal: Clearly distinguish the Initiative from the work of other organizations.

Result: The Initiative is recognized for its unique contributions to Northwest Straits recovery and sought by other organizations for support and advice within its areas of expertise.

Objectives:

- Develop clear Initiative-wide messages that promote the vision of the Initiative and articulate the Initiative's role and progress within the larger recovery system.
- Carry out Initiative communications.
- Maintain internal communication to assure streamlined and cohesive messaging.

Theme: Long-Term Stable Funding

Goal: Provide organizational stability that allows the Initiative to focus more on advancing its mission.

Results: The Initiative completes and documents more projects to improve the health and resiliency of the Northwest Straits. More locals are actively engaged in stewardship activities. People are connected and invested to the ecosystem in which they live.

Objectives:

- Pursue and secure stable funding that supports Initiative goals without compromising the organizational mission.
- Obtain sustained funding for the Commission in a federal/state/local agency budget.
- Leverage Commission funding through the Foundation to supplement Initiative funding sources.
- Increase funding support for MRCs through counties.

Appendix C - Northwest Straits Commission Match Policy

Background

The NWS Commission secures funding that is distributed to Marine Resources Committees (MRC) and used to maintain staff who support MRCs. Some funding sources, such as federal base funding received from EPA's National Estuary Program, require a 1:1 match with non-federal dollars. Federal funding is only reimbursed up to the amount matched, so any expenses without matching funds will be unpaid by our federal award.

To meet these match obligations, the Commission documents volunteer hours, in-kind support, state funds and county contributions to MRCs. It is necessary for the Commission to use all of these combined sources in order to meet the federal funding match requirement.

Policy

MRCs are highly encouraged to seek third-party grants to support their work. In cases where these grants require match, MRCs should not use funding provided through the Commission, or the associated volunteer hours, in-kind support or direct support provided by any entity as available match without prior review and written approval by the Commission operations manager or director.

MRCs needing match for third-party grant applications should contact the operations manager or director as early as possible to allow adequate time for review.

Criteria

Approval for MRCs to use volunteer hours, in-kind support, state funds, county contributions or other sources associated with Commission support to MRCs for match on third-party grants will be determined by the following criteria:

- Total federal funding, or other funds requiring match, awarded to the Commission for the given year will be compared to the total amount of available match. If unused match is available, the operations manager or director will work with MRCs to determine the amount that can be applied to third-party grants.

Appendix D - Northwest Straits Commission MRC Project Funding Policy

Background

The NWS Commission secures funding to address the environmental goals identified in the Northwest Straits Initiative's strategic plan. Funders provide financial resources to the NWSC in order to support MRC priorities and to allow the NWSC to integrate those priorities into regional initiatives. Funding may come from a variety of sources, primarily federal and state, and are obtained specifically for the purpose of supporting the operations and projects of the Commission and MRCs. Funds are distributed to the MRCs equally as periodic (annual or biennial) grants to each county.

Many valued partners and organizations also carry out projects that benefit the Salish Sea. The NWS Commission and MRCs frequently collaborate with these partners toward common goals. This policy is not intended to prevent projects that result in mutual benefits to project partners. It is meant to 1) assure funds are used to advance MRC-led priorities, 2) allow us to effectively message and integrate MRC impacts and work throughout the Northwest Straits and Puget Sound region, 3) prevent the perception that MRCs are funding entities, which is outside the intended purpose of MRC funds, and 4) prevent the "pass-through" of funds that primarily advance the work of other organizations.

Definitions

An *MRC-led project* is a project that has pre-determined goals, measurable results and meets each of the following criteria. These criteria also apply to situations where an MRC is considering taking the lead on a smaller piece of a larger project with partners:

- The project fills a need or gap identified by the MRC, and/or the MRC would pursue the project independent of any project partners.
- The project has been adopted by the full MRC through a majority vote or other mechanism outlined by the MRCs bylaws.
- The project has a clear outcome and project deliverable that can be solely attributed to the MRC.
- A member of the MRC or MRC subcommittee serves as the lead for the project.
 - An MRC lead is a member or a subcommittee that serves as the primary point of contact and organizer/manager of a project. They may also implement the project directly. They assure the project stays on track, assure deliverables attributed to the MRC are achieved, and bring regular updates to the MRC.

Policy

Funding secured and distributed by the Commission to MRCs may only be used for *MRC projects* as defined above. Projects that do not meet *MRC project* criteria are considered pass-through funding.

If a sub-contract is necessary to carry out the project, the sub-contractor must be working under the direction of the MRC or an identified MRC project lead or subcommittee. In some cases, sub-contractors may be project partners that are also contributing funds to the overall project, but the scope of the sub-contract must be directed by the MRC.

Examples

Examples may apply to both projects and programs, but the term project is used throughout for simplicity.

Examples of projects that do not qualify for NWS Commission funding:

- One MRC member serves as a lead or partner on a project but the full MRC has not formally adopted the project as an MRC effort.
- A proposal is made to support communications (such as signage, brochures, advertising, etc.) related to another organization's project where the MRC is not a project lead or a lead on a project component, as described in the definitions section in this policy.
- A project is proposed by another organization where the MRC would serve as a partner, but the MRC itself does not have a mutual interest in the results. Further discussion would be needed with Commission staff to determine eligibility.
- A project that does not have an MRC member leading the project as described in the definitions section of this policy.
- The MRC is proposing to be a partner on a large-scale project where there is no distinct role (phase or project component) for the MRC. In other words, there are no outcomes or deliverables that can be solely attributed to the MRC.
- A project is proposed where the MRC's contribution is not essential to the completion of the project or project component. Further discussion would be needed with Commission staff to determine eligibility.

Examples of projects that do qualify for NWS Commission funding assuming all criteria under the definitions section are met:

- Another entity develops a project and the MRC joins as a partner, where the MRC has a mutual interest in the project results.
- The MRC is a partner on a large-scale or ongoing project, where the MRC has a distinct role (phase or component) and a mutual interest in the results.

- The MRC formally adopts the project and one member serves as champion/lead, and maintains ongoing communication with the full MRC about the project.
- The MRC collaborates with another partner (or partners) to develop and carry out a project. The partner organization serves as administrative lead, while the MRC maintains a key role in managing the project.
- The MRC carries out a distinct phase of a project independently (e.g. feasibility assessments), while another entity completes other phases (e.g. construction).
- An MRC and partners carry out shared communications for a mutual project.

Appendix E - Additional references and tools

RFP Definitions

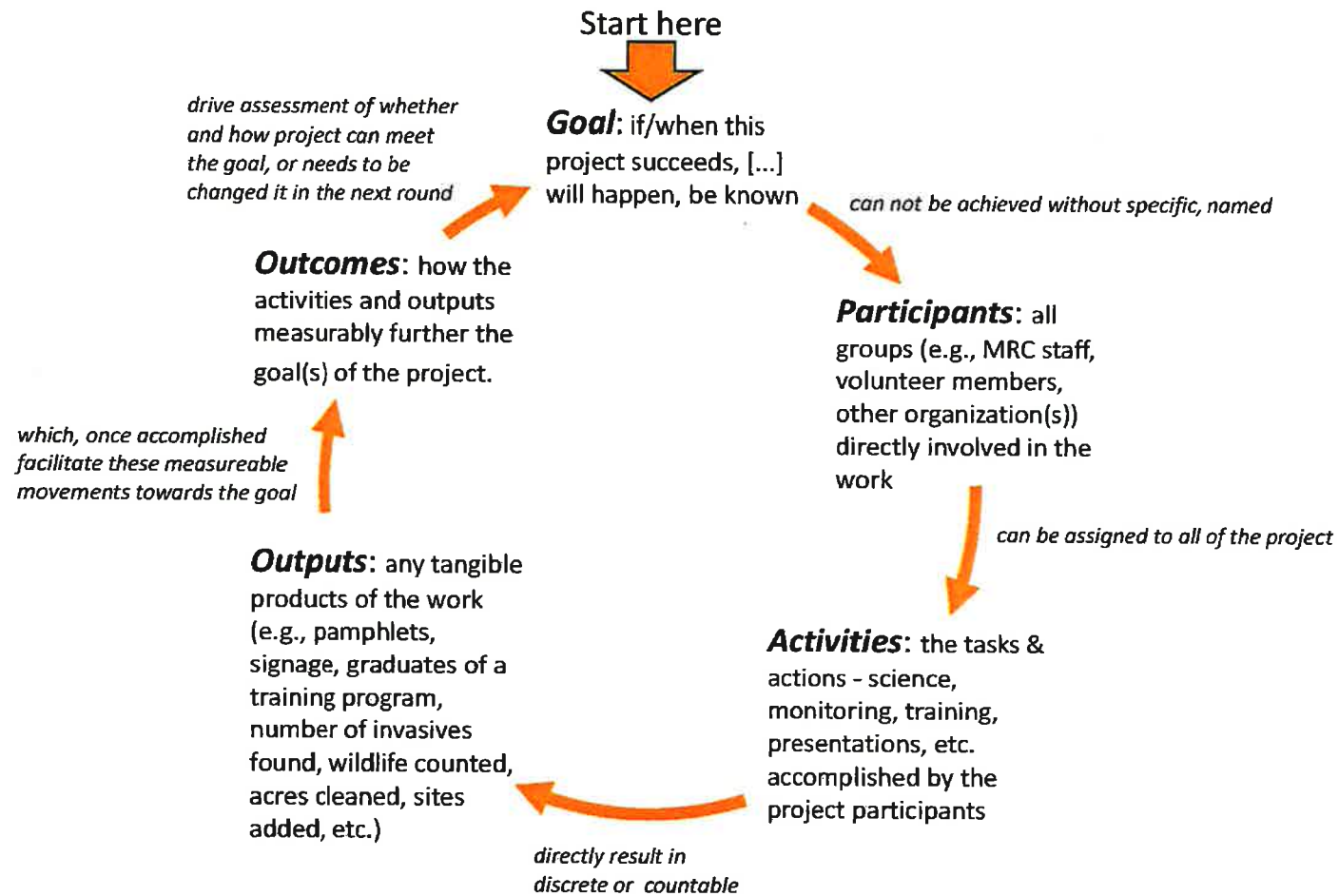
Goal/Objective/Impact: This describes your vision of a preferred future and underlines why the project is important. It refers to the longer-term change that you hope your project will help create. This change may or may not happen during this grant period.

Tactics/Activities/Tasks: Tactics are details of how you will carry out your project, and activities are the specific steps you will take. Activities include but are not limited to workshops/events hosted, generation of media posts, monitoring and sampling events, processes involved in restoration design, and construction, etc.

Outputs: Outputs are the most immediate results of your project, and each relates directly to your activities. Outputs are usually measured as statistics, materials produced, and data captured. Examples of output include number of participants at a workshop, media posts, education and outreach materials produced, interpretive signs, etc.

Results/Outcomes: Results or outcomes are the changes in conditions, behavior, or attitudes that indicate progress toward a project's goals. Results are specific, measurable, and meaningful. Results should have a measurable benefit used to gauge the success of the project. Usually there will only be a small number of target results or outcomes for any project. Each measure will be linked to one or more target results. At the end of the project the measures will help answer such questions as 'what have we achieved?' and 'how do we know?'

Project Design and Assessment Wheel



Appendix F - Optional Project Form

	Goal	Project Outcomes	Tasks/Activities	Outputs	Measuring Outcomes
PROJECT TITLE:					



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MAY 01 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 5-1-23**

REGULAR AGENDA ☒ **Meeting Date: 5-9-23**

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

Item summary:

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

Executive summary:

Harper Ridgeview Response Regarding Payment for Unclaimed Remains:
The county has been asked to consider revising County Code to allow for public financial assistance when the body of a deceased person is unclaimed by relatives, an expense currently borne by funeral homes. We will discuss a draft response.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Discuss a draft response to Harper Ridgeview Funeral Chapel.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Mark Nichols – Coroner, Nathan Millett – Deputy Coroner, Harper Ridgeview Funeral Chapel

Relevant Departments: Board of Commissioners, Mark Nichols – Coroner, Nathan Millett – Deputy Coroner

Date submitted: 4-24-23

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



Board of Clallam County Commissioners

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

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

RICH SILL, County Administrator

File: A72

24 April 2023

Mr. Mark Gustafson c/o
Harper-Ridgeview Funeral Chapel
105 West 4th Street
Port Angeles, WA 98362

Mr. Erick Scheiderman c/o
Sequim Valley Funeral Chapel
108 West Alder Street
Sequim, WA 98382

Dear Messrs. Gustafson and Scheiderman:

Thank you for your email correspondence of March 23, 2023. We appreciate your thoughtful input regarding considerations surrounding the disposition of indigent human remains.

As noted in your correspondence, state law addresses the disposition of human remains in Chapters 36.39 and 68.50 of the Revised Code of Washington (RCW). RCW 36.39.030 is entitled "Disposal of remains of indigent persons[]" and states:

The board of county commissioners of any county shall provide for the disposition of the remains of any indigent person including a recipient of public assistance who dies within the county and whose body is unclaimed by relatives or church organization.

RCW 68.50.160 is entitled "Right to control disposition of remains—Liability of funeral establishment or cemetery authority—Liability for cost[]" and states in relevant part at (3) and (6) respectively:

...

(3) If the decedent has not made a prearrangement as set forth in subsection (2) of this section or the costs of executing the decedent's

wishes regarding the disposition of the decedent's remains exceeds a reasonable amount or directions have not been given by the decedent, the right to control the disposition of the remains of a deceased person vests in, and the duty of disposition and the liability for the reasonable cost of preparation, care, and disposition of such remains devolves upon the following in the order named:

- (a) The person designated by the decedent as authorized to direct disposition as listed on the decedent's United States department of defense record of emergency data, DD form 93, or its successor form, if the decedent died while serving in military service as described in 10 U.S.C. Sec. 1481(a) (1)-(8) in any branch of the United States armed forces, United States reserve forces, or national guard;
- (b) The designated agent of the decedent as directed through a written document signed and dated by the decedent in the presence of a witness. The direction of the designated agent is sufficient to direct the type, place, and method of disposition;
- (c) The surviving spouse or state registered domestic partner;
- (d) The majority of the surviving adult children of the decedent;
- (e) The surviving parents of the decedent;
- (f) The majority of the surviving siblings of the decedent;
- (g) A court-appointed guardian for the person at the time of the person's death.

...

(6) The liability for the reasonable cost of preparation, care, and disposition devolves jointly and severally upon all kin of the decedent in the same degree of kindred, in the order listed in subsection (3) of this section, *and* upon the estate of the decedent.

(Underline and *italics* added.)

Based on the foregoing, county governments in Washington state are legally obligated to provide for the disposition of human remains in cases where it has been determined that the decedent is both indigent and unclaimed. If a decedent is not indigent and unclaimed, the liability for the reasonable cost of preparation, care, and disposition devolves jointly and severally upon all kin of the decedent and upon the estate of the decedent.

These state obligations are codified at the local level through Clallam County Code (CCC), Chapter 3.45 "Disposition of Remains of Indigent Persons." Under this chapter of the county's code, a decedent is

deemed to be "indigent" when they are without assets sufficient to pay for the cost of burial as provided by the chapter. CCC 3.45.010 (3). A decedent is deemed to be "unclaimed" when family, friends or a church organization are not claiming responsibility for final disposition of an indigent decedent, *and* the decedent is not survived by a spouse, adult children, parents, siblings and/or a person acting as the decedent's representative under a signed authorization of the decedent. CCC 3.45 (4) (a) – (e). In response to one of the questions posed in your correspondence, the county's definition for the term "unclaimed" – including the requirement that a decedent have no living relatives – is taken directly from state law. Clallam County is not unique in having a county code that incorporates definitional terms directly from state law. For example, Thurston county - where Clallam County's autopsies are conducted - defines the terms "indigent" and "unclaimed" in virtually identical fashion. See Thurston County Code, Chapter 2.116, "Disposal of Unclaimed Remains of Indigent Persons."

We are aware that some other counties in Washington¹ have created their own definitions for the term "indigent" and/or "unclaimed" within their county code provision that addresses disposition of remains of indigent persons. We surmise they likely did so, at least in part, based on fiscal considerations. This is because county commissioners in Washington state are statutorily required to "[h]ave the care of the county property and the management of the county funds . . ." RCW 36.32.120 (6). Stated somewhat differently, county commissioners in Washington state are legally obligated to safeguard the public fisc recognizing that it is comprised of taxpayer dollars.

In circumstances where a decedent is determined to be indigent and unclaimed, Chapter 3.45 of the Clallam County Code mirrors state law by placing the financial obligation to pay for the disposition of their remains on surviving kin and the decedent's estate before obligating the county, and by implication the taxpayers, to pay these costs. We believe this construct to be reasonable and one that minimizes the potential for system abuse, especially given the competing and often disparate interests that can and at times do present at the hand of the family of the decedent and the decedent's estate.

Thank you, again, for your outreach. We would be glad to meet with you to discuss this matter further if you so desire.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

¹ We acknowledge that King County is one such example, as is pointed out in your correspondence.



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AGENDA ITEM SUMMARY

MAY 01 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 5-1-23**

REGULAR AGENDA ☐ **Meeting Date:**

Item summary:

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

Executive summary:

NORVHN Gap Funding:

North Olympic Regional Veteran's Housing Network has been serving the homeless Veterans of the Olympic Peninsula since August 2011. The organization maintained a "Health Care for Homeless Veterans" contract with the VA, which has paid a stipend per night per Veteran who resides within the shelter.

The organization has been operating under the assumption that this contract would be automatically renewed following the same schedule that has been in place for the past twelve years. However, this year the VA has decided to divert its resources to respite care closer to the VA hospitals in Seattle and Tacoma.

In order to maintain the existing level of service that NORVHN is providing to veterans in Clallam County, the organization is seeking \$40,000 in bridge funding to allow full operations through October 2023 when per diem funding from the VA is anticipated to begin again.

The Commissioners will be briefed on the status of communication with the VA and discuss ideas to help meet this need.

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

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

Discussion

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Cheri Tinker – North Olympic Regional Veteran's Housing Network

Relevant Departments: Board of Commissioners

Date submitted: 4-20-23

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

North Olympic Regional Veteran's Housing Network 5-1-23
Revised: 3-04-2019

Gores, Loni

From: Sarge's Veteran Support <ct.sargesplace@gmail.com>
Sent: Monday, April 17, 2023 11:41 AM
To: Dalton, Timothy; French, Mike; Ozias, Mark; Johnson, Randy
Subject: NORVHN VA Funding Issue

Hello Mike, Mark, Randy & Tim!

We have an agency dilemma I'm hopeful you might be able to help. I have reached out to Senator Murray and Representative Kilmer's staff and was hopeful that they would be able to find us some gap funding, that we have been told that there are no funds to help us with.

Here is the problem:

North Olympic Regional Veteran's Housing Network has been serving the homeless Veterans of the Olympic Peninsula since August 2011. Through our work, we have maintained a "Health Care for Homeless Veterans" contract with the VA, which has paid a stipend per night per Veteran who resides within our shelter. When we first began 12 years ago, our HCHV contract was for 12 beds and then during CoVid, it was reduced to 5 beds. Our nonprofit and one other agency are the only two entities receiving this HCHV funding for Veterans who are homeless and in need of medical or mental health care within the State of Washington.

The VA had been telling us that our contract was ending over the last few months, but it has ALWAYS ended March 28th for 12 years...yet it has always automatically renewed after that date. We were under the assumption that this was occurring once again, I assured my Board that was occurring. After our years of service to the VA, we were horrified to realize that they would not renew our contract...in fact, we were not called or mailed a letter stating we were no longer needed, but I had to contact our VA liaison's supervisor and ask why we have not received our new contract after March 28th. Mind you the funding still exists, but they have decided to divert it to respite care closer to the VA hospitals in Seattle and Tacoma. This is only for upwards of 5 Veterans per month, at a top end of \$9,000 a month (\$60.27 per Veteran per night residing within our program), although during CoVid, we have been hovering at closer to \$5,000 a month (with smaller numbers of Veterans residing within our shelter). These funds have paid for my position as the Master in Social Worker Executive Director (which is required by the contract terms), house manager position (which is required by the contract terms), bookkeeping, garbage removal, food, repairs, maintenance, and client services. Our Case Manager is mainly paid for by 2163 dollars.

We are the recipient of an appropriation from Senator Patty Murray for \$900,000 which will fund the operating dollars for Minsky Place, our 6-bedroom group home for elderly Veterans, and we just finished Hobucket House in Forks. Both of these projects are dependent upon our shelter operating so that we can stabilize Veterans and then refer them to permanent housing. We are currently charging the Veterans residing within our shelter a "program participation fee" based on their income and not to exceed \$300 a month per Veteran (something we have not done previously), but many of our referrals over the years have not had any income. Additionally, we have told our House Manager that we cannot pay him until October of 2023 and he has taken a job out of the area and plans to return at that time.

Mind you, we will continue to operate, we will continue to take Veterans and I will continue to find funds for our programs as we always have. But our lives would be less stressful and we would not burn up our reserves, if we had some funds to cover us until October 2023 when the VA per diem funding will hopefully begin (we will know if we are receiving the contract by July of this year). I do want to note, that the VA itself stated to us "we wrote a strongly worded letter to the federal VA stating that you are a valued partner in your work and that we wish for you to receive the Per Diem funding". We are very hopeful that we will receive the VA Per Diem funding in October. In total, we are seeking \$40,000 to mind this gap.

Any suggestions?

Thank you for your consideration!

Cheri

Cheri A. Tinker, MSW
North Olympic Regional Veteran's Housing Network (NORVHN)
250 Ash Avenue
Forks, Washington 98331
www.SargesVeteranSupport.com

"Who looks outside, dreams, who looks inside awakens." - Carl Jung



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AGENDA ITEM SUMMARY

MAY 01 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 5-1-23

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Discussion on Serenity House of Clallam County funding.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Sharron Maggard
– Serenity House of Clallam County

Relevant Departments: Board of Commissioners

Date submitted: 5-1-23

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

Gores, Loni

From: Sharon Maggard <sharon.maggard@serenityhouseclallam.org>
Sent: Friday, April 14, 2023 1:14 PM
To: Johnson, Randy; French, Mike; Ozias, Mark; Lindsey Schromen-Wawrin; kdexter@cityofpa.us; wa06dkima@mail.house.gov
Cc: LoPiccolo, Kevin; Oppelt, Jennifer; King, Brian; Julie Fisher; Abraham, Emma; Kinard, Kathy (COM); Sara Ihmoda; Morgan Bartholick; cherie cariou
Subject: Request for Funding

Good Day All,

This letter is a follow-up from Clallam Commissioners Working Session in March 2023 and a recap of the emails I have sent in the past two weeks. At this point, Serenity House has kept our commitment to exhaust all other resources and avenues for funding.

Our request is for Clallam County Commissioners to assist in establishing an immediate and long-term funding solution for operations funding through ARPA or Community Development Block Grant - Public Services Grant and for the City of Port Angeles to identify a funding source and contribute funds to support the Port Angeles-based shelter operations annually.

We have approached the Continuum of Care (CoC), but there are no funds as the CoC focuses on housing resources. The Emergency Solutions Grant (ESG) through HUD funds shelter operation but Washington ESG funds are provided to King, Pierce, and Snohomish Counties. ESG funds to rural counties are allocated through WA Dept. of Commerce within the Consolidated Homeless Grant (CHG). The CHG allocation for shelter is \$50,000 dollars for one salary through the Housing Essential Needs (HEN) line item within the CHG operations budget. Serenity House has reached out to Commerce for guidance on how to get the shelter into a budget line item.

We have applied to Bank of America for a \$120,000-dollar grant for operations and will apply to OCH for \$250,000-dollar grant with Clallam County Health and Human Services (CCHHS) to be submitted in May for shelter food service staff and utilities. These are not considered for award until June.

In May, I will need to have a plan and announce changes in operations to prepare staff if we are not able to maintain 24X7 operations.

As of July 1, 2023, Serenity House of Clallam County will not be able to fund the 24X7 shelter with \$294,101 per year in County 2163 funds we were awarded. The total budget required to provide safe and appropriate operations for a 24X7 shelter annually is \$1,262,718. The difference between what is required and the 2163 funding is \$968,617 per year. Clallam County, the City of Port Angeles, and my board and I must make some tough decisions if additional funding cannot be secured.

Our Shelter provides 150 meals per day to the homeless and it is the only 152-bed homeless shelter in Clallam County. Olympic Peninsula Community Clinic (OPCC) provides medical assistance to homeless from our shelter. We host AA and NA meetings weekly. In November 2022, we opened the respite care beds, operated by OPCC for CCHHS. Additionally, Serenity House provides COVID isolation space within the shelter since

August 2022. In January 2023, we added housing services intake at the shelter. In March 2023, we met with Clallam County Sheriff Department to start a support program for homeless youth exiting incarceration.

Impacts to the community if funding is not secured:

- Drop daytime operations all together. We will not have staff at the shelter during the day.
- Our current homeless guests would be back on the streets of Port Angeles during the day.
- No wraparound services at the shelter until after 8pm, which affects our partners' ability to serve our mutual clientele, or the agencies providing current services will need to adjust hours.
- Loss of 11 well-paying jobs in Port Angeles/Clallam County.
- No isolation space for COVID during the day to support for any further pandemic requirements/needs.
- CCHHS/OPCC must relocate respite care.
- The people we care for in the special needs section at the shelter will not be able to stay at the shelter during the day. Most have oxygen tanks, walkers, and mental health issues that require hourly care/check-ins and a place to be during the day.
- City and County will need to find alternate food access for 45 breakfast and 55 lunches for homeless people, as these are the current daily averages.
- Day transportation to PBH, BAART clinic, medical appointments, court appointments will be eliminated. Night transportation will be limited for hospital pickup, due to a lack of night shift staff.
- Shoe program will stop, as it cannot be done at night
- Clothing program will be limited.
- Our homeless will only be able to do laundry, use restrooms, and shower at night
- Youth Incarceration Program in partnership with the Sheriff Department we recently started will need to be reevaluated.

I have no real alternatives but to make operational adjustments as of July 1, 2023, if I cannot find sufficient funds for shelter operations to maintain staff, utilities, and operational supplies.

As a community, we will lose the progress we have made for the homeless since 2020.

Respectfully, Sharon

Sharon Maggard
Executive Director
Serenity House of Clallam County
PO Box 4047
Port Angeles, WA 98363
Phone 360-452-9866

Shelter Operations Workbook Occupancy 152 June 2024 to 2025

Item Title	Wages With COLA	Hourly Wage Base 2024	.02 COLA	Hourly Taxes & Benefits (.33)	Annual Salary Single Employee	Number of Employees	Without Benefits 2020 Hours		Total Annual Cost	Comments	Expenses Monthly
Operations Manager	\$27.05	\$26.52	\$0.53	\$ 8.93	\$ 74,832.23	1	\$56,264.83	\$56,264.83	\$ 74,832.23	8 hours - 5 days Monday through Friday	\$ 6,236.02
Site Manager (Day)	\$22.89	\$22.44	\$0.45	\$ 7.55	\$ 63,319.58	2	\$47,608.70	\$95,217.41	\$ 126,639.15	10 hours 4 days Shifts Sun to Wed and Wed to Sat	\$ 10,553.26
Shift Lead (Night)	\$20.81	\$20.40	\$0.41	\$ 6.87	\$ 57,563.25	2	\$43,280.64	\$86,561.28	\$ 115,126.50	10 hours 4 days Shifts Sun to Wed and Wed to Sat	\$ 9,593.88
Site Aide (Day)	\$18.73	\$18.36	\$0.37	\$ 6.18	\$ 51,806.93	4	\$38,952.58	\$155,810.30	\$ 207,227.70	10 hours 4 days Shifts Sun to Wed and Wed to Sat	\$ 17,268.98
Site Aide (Night)	\$19.25	\$18.87	\$0.38	\$ 6.35	\$ 53,246.01	6	\$40,034.59	\$240,207.55	\$ 319,476.04	10 hours 4 days Shifts Sun to Wed and Wed to Sat	\$ 26,623.00
Receptionist intake HMIS	\$18.73	\$18.36	\$0.37	\$ 6.18	\$ 51,806.93	1	\$38,952.58	\$38,952.58	\$ 51,806.93	8 hours - 5 days Monday through Friday	\$ 4,317.24
Cook	\$19.77	\$19.38	\$0.39	\$ 6.52	\$ 54,685.09	2	\$41,116.61	\$82,233.22	\$ 109,370.18	10 hours 4 days Shifts Sun to Wed and Wed to Sat	\$ 9,114.18
Lead Cook	\$20.81	\$20.40	\$0.41	\$ 6.87	\$ 57,563.25	1	\$43,280.64	\$43,280.64	\$ 57,563.25	8 hours - 5 days Monday through Friday	\$ 4,796.94
Admin		\$0.00		\$ -	\$ -				\$ 72,000.00	Salaries for accounting: Payable receivable payroll, HR Grant billing, Auditor (direct billing allocated) and Exec Director. Direct billable via time cards	\$ 6,000.00
Operating cost		\$0.00		\$ -	\$ -				\$ 149,500.00	Maintenance utilities, cleaning and paper products , toilet paper paper towels food items not provided by food bank & Insurance & outreach vehicle	\$ 12,458.33
Totals		\$164.73		\$ 55.45	\$ 464,823.25	19			\$ 1,283,541.98		\$ 106,961.83

Requested 216:

Requested 216:

Request to Clallam County 2163

41% Requested

Total for Aides

Match

\$396,017.00

\$ 294,101.00

\$

(101,916.00)

\$ 989,440.98 Required Funds



MAY 01 2023

AGENDA ITEM SUMMARY

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

Department: BOE/BOCC

WORK SESSION ☒ Meeting Date: May 1, 2023

Item summary:

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

Executive summary:

Per RCW 84.48.014 if the Board of Equalization does not have three members, the Board of County Commissioners can become the Board of Equalization. Due to an unforeseen recent change with the Board of Equalization membership, effective March 29, 2023, the Board of County Commissioners are now the legislative authority for all matters related to Board of Equalization until a third member has been appointed to the current Board of Equalization. There is currently no alternate in place that could assume the role, thus making the Board of County Commissioners the Board of Equalization.

This change is effective beginning on March 29, 2023, and will continue until a new member has been appointed by the Board of County Commissioners.

The Board of County Commissioners will have two special meetings on May 1 at 1 p.m. to review the recommendations for the March 29, April 5, and April 12 hearings and May 8 at 1 p.m. to review the recommendations for the April 19 and April 26 hearings. During these two meetings the Board of County Commissioners will make the final disposition for the Board Orders.

A full copy of the Department of Revenue Washington State County Boards of Equalization Manual was provided to the Commissioners prior to the meeting and can be found at this link:

https://dor.wa.gov/sites/default/files/2022-02/BOE_Manual.pdf.

This discussion will be to give the Board of County Commissioners a brief overview of the role of the Board of Equalization.

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

None

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

None

County Official signature & print name: Chelsea Reynolds Chelsea Reynolds

Name of Employee/Stakeholder attending meeting: Chelsea Reynolds and Rachel Weed

Relevant Departments: BOE/BOCC

Date submitted: 4/26/2023

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Board of Equalization Overview 5.1.23
Revised: 3-04-2019



CLALLAM COUNTY BOARD OF EQUALIZATION OVERVIEW

May 1, 2023

Assessor's Role

All property should be appraised at 100% of its true and fair value per RCW 84.40.030

Three approaches to valuing properties:

- **Cost Approach**
- **Market Comparison Approach**
- **Income Approach**

Notice of Values are mailed out after Assessment Roll's have been signed

Accepting Petitions

Petitions are due within 30 days from the mailing date of the Notice of Value

Petitions must prove the Assessor is incorrect by providing evidence to support the Appellants true and fair value

Petitioner's Role

Prove the Assessor's true and fair value is incorrect

- Professional cost estimates to repair any damage**
- Photographs**
- Similar property sales**
- Recorded documents**

Scheduling Hearings

Petitions are provided to the Assessor's Office.

**Appraisers are given 4-6 weeks to review
Hearings scheduled in numerical order
Real Property petitions done first, followed
by Commercial, Personal, Senior
Exemptions, etc.**

Board of Equalization's Role

Independent quasi-judicial body that considers questions of valuation/equalization of property assessments, not levy rates or the overall amount of taxes due

Separate from the Assessor's Office

Three members, one alternate

Pre-Hearing

Board of Equalization Clerk preps and schedules hearings

Petitioner and Assessor must submit additional evidence 21 business days prior to hearing date

Evidence emailed to Board of Equalization prior to hearing

What happens at a hearing?

**Hearings are on Wednesday's from 9am to
1pm**

20 minutes per petition

Board listens to Petitioner and Assessor

After the hearing

Board deliberates and makes their decision
Sustain Assessor's determination

Overrule Assessor's determination

**Overrule Assessor's original decision and
accepts revised determination**

**Board Orders are written and mailed out after the
Chair signs**

**If Petitioner or Assessor do not agree with the
Board of Equalization, they can appeal to the State
Board of Tax Appeals**



QUESTIONS?



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AGENDA ITEM SUMMARY

MAY 01 2023

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

Department: Finance

WORK SESSION ☒ **Meeting Date:** **05/01/2023**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

FOLLOW UP DISCUSSION—AMERICAN RESCUE PLAN ACT FUNDING COMMITTED TO STAFF RECRUITMENT & RETENTION

BACKGROUND

At the BOCC work session held on February 27, 2023, a discussion occurred between the BOCC, Prosecuting Attorney, and County Administrator/Human Resources Director regarding the Prosecuting Attorney's request for the County to allot American Rescue Plan Act ("ARPA") funding to fund hiring and retention incentives for Deputy Prosecuting Attorneys ("DPAs") in order to attract and retain attorneys given the very competitive labor market existing for these positions and the extreme difficulty in filling several open DPA positions over the past year. This request if approved would represent an expansion of a similar retention/recruitment incentive program developed for the Sheriff's department that was rolled out in October 2022 whereby the BOCC initially committed up to \$600,000 of County ARPA funds to fund such incentives to attract and retain patrol and corrections staff in the Sheriff's department.

Payment of recruitment and retention incentives are specifically allowed for under the ARPA Final Rule's Public Health-Negative Economic Impact Public Sector Capacity eligibility category with further guidance provided by the US Treasury under the Final Rule in FAQ 2.15.

During the work session discussion, other potential position groups were discussed that are experiencing similar recruitment and retention challenges in the current labor market, including Nurse positions and potentially Public Works Engineer positions in the County. Upon further staff discussion and review of the public safety and health emphasis of ARPA use guidelines, it was deemed appropriate to limit the evaluation of impact adding DPAs and nursing positions only to the ARPA retention/recruitment incentive program. In addition, based on recruitment challenges being

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experienced in staffing Juvenile Corrections Officer ("JCO") positions during and after the pandemic, staff has included JCOs in this evaluation.

In order to better understand how much of this funding has been committed/spent to-date, how much is estimated to still be committed based on the number of open positions being filled, and how much of the \$600,000 committed potentially will remain to be utilized to support inclusion of DPAs, Nurses, JCOs in an ARPA-funding recruitment/retention incentive program, the attached analysis was prepared. Below is a recap of this analysis by group:

SHERIFF'S OFFICE—PATROL SERGEANTS/ CORRECTIONS DEPUTIES & SERGEANTS

As outlined in the attached analysis, of the \$600,000 of ARPA funds allocated, the County has expended to-date \$271,812.66 in Sheriff retention incentives, and has formally entered into recruitment incentive agreements with new hires under this program representing a total cost of approximately \$67,078.23, bringing the total formally committed and/or paid to-date to \$338,890.89, leaving \$261,109.11 of the \$600,000 committed remaining to fund future recruitment incentives. It is important to note that recruitment incentives will be paid to new recruits on a prorata basis on each anniversary of employment over a 3 year period.

Based on current open positions in various stages of being filled in the Sheriff's Department (i.e. in background, conditional job offer made, open), there are currently 4 positions in Patrol and 8 positions in Sheriff Corrections for which recruitment incentives are assumed (12 positions in total). Incentives to be paid are \$10k for entry level personnel and \$25k for lateral level personnel, plus benefit costs, as well as a \$2.5k referral incentive that is offered for eligible referrals when applicable. Given that it is currently unknown what exact mix of entry level and lateral level hires will be made, the analysis includes a Best Case, Mid Case, and Worst Case estimates of those incentives. As outlined in the analysis, the total estimated recruitment cost ranges by scenario are as follows:

Best Case (all entry level, no referrals)--\$139,989

Mid Case (1/2 entry level, 1/2 lateral, with half paying referrals)--\$262,480

Worst Case (all lateral hires, all paying referrals)--\$384,971

After including the retention and recruitment incentives paid/committed to date of \$338,891, the total estimated cost in the Sheriff's office retention/recruitment program would range as follows:

Best Case (all entry level, no referrals)--\$478,880

Mid Case (1/2 entry level, 1/2 lateral, with half paying referrals)--\$601,371

Worst Case (all lateral hires, all paying referrals)--\$723,862

Staff Best Guess of Cost--\$514,000-\$534,000**

Estimated Funding Remaining of ARPA \$600k Originally Committed--\$66,000 to \$86,000

**Staff Best Guess—is based on the number of potential hires currently in background and conditional job offers outstanding, all of which are at entry level, we believe the closest approximation to the true potential recruitment cost will be the Best Case + \$35k-\$55k, or up to approximately \$175,000-\$195,000, Taking that and adding to it the \$339k of incentives paid or committed to date,

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Revised: 3-04-2021

indicates an approximate spending need for the Sheriff's Department of approximately \$514,000-\$534,000, leaving \$66,000-\$86,000 of remaining funding of the \$600k originally allocated.

It's important to note that this analysis does not include any additional open positions/attrition that may occur in 2023 after the date of this analysis in the Sheriff's Office PD & CO staff for which additional recruitment incentives may be needed to back-fill future vacancies.

PROSECUTING ATTORNEY'S OFFICE--DEPUTY PROSECUTING ATTORNEYS

Based on information provided by Human Resources which indicate a total of 9 DPAs currently on staff (8 Criminal, 1 Civil) and assuming retention incentives of \$10k per position, estimated retention incentives funding needs would total (with benefits) \$104,992. From a recruiting incentive perspective, based on 4 open DPA positions currently (3 Criminal, 1 Civil) and a recruitment incentive structure of \$10k for DPA Level 1s, \$15k for DPA Level 2s, and \$20k for DPA Level 3s, the estimated cost of offering recruiting incentives under each scenario would be:

Best Case (all entry level, no referrals)--\$46,663

Mid Case (DPA Criminal hires evenly spread between Level 1, Level 2 & Level 3)--\$69,995

Worst Case (all DPA hires at Level 3)--\$93,326

After including the retention incentives to be paid to current DPA staff, the total estimated cost of adding the Prosecuting Attorney DPAs to the retention/recruitment program would range as follows:

Best Case (all entry level)--\$151,655

Mid Case (DPA Criminal hires evenly spread between Level 1, Level 2 & Level 3)--\$174,987

Worst Case (all DPA hires at Level 3)--\$198,318

Staff Best Guess of Cost--\$175,000-\$185,000**

Additional Funding Needed Beyond ARPA \$600k Committed to Include DPAs --(\$89,000-\$119,000)

**Staff Best Guess takes into account that there will likely be more than half of new hires that will be at DPA Levels 2 & 3 based on historical hiring for these positions and the need for experienced staff.

NURSING POSITIONS

Based on information provided by Human Resources which indicate a total of 2.5 FTE Nurses currently on staff (including RNs serving as Public Health Nurses and Nurse Managers in HHS) and assuming retention incentives of \$10k per FTE position (prorated for part-time), estimated retention incentives funding needs (with benefits) would be as follows:

Total Nurse Retention Incentives -- \$29,164

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From a recruiting perspective, based on 2 open Nursing positions currently in HHS (one public health nurse and one nurse manager), a recruitment incentive structure of \$10k for Public Health Nurse and \$15k for Nurse Manager, the estimated cost of offering recruiting incentives to Nurses would be as follows:

Total Nurse Recruitment Incentives -- \$29,164

Note: as there is only 1 position open in each job class, there is no difference between best/middle/worse case scenarios.

After including the retention incentives to be paid, the **total estimated cost of adding Nurse positions to the retention/recruitment program would be \$58,329.**

Staff Best Guess of Cost--\$59,000

Additional Funding Needed Beyond ARPA \$600k Committed to Include BOTH DPAs & Nurses—(\$148,000-\$178,000)

JUVENILE CORRECTIONS OFFICER POSITIONS

From a recruiting perspective, based on 4 open Juvenile Corrections Officer ("JCO") positions currently, and a proposed recruitment incentive structure of \$5k per FTE JCO new hire, the estimated cost of offering recruiting incentives to JCO new hires would be as follows:

Total JCO Recruitment Incentives -- \$23,332

Note: as there is only 1 recruitment incentive level, there is no difference between best/middle/worse case scenarios.

Staff Best Guess of Cost--\$24,000

Additional Funding Needed Beyond ARPA \$600k Committed to Include DPAs, Nurses AND JCOs—(\$172,000-\$202,000)

SUMMARY RECAP OF ESTIMATED FUNDING NEEDED FOR POTENTIAL EXPANSION OF RETENTION/RECRUITMENT INCENTIVES:

ARPA Funding Previously Committed to Sheriff Retention/Incentive	\$600,000
Estimated Additional Funding Needed for DPAs, Nurses, JCOs	\$172,000-\$202,000
TOTAL ESTIMATED ARPA ALLOCATION NEEDED FOR RETENTION/RECRUITMENT	\$772,000-\$802,000

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ARPA FUNDING AVAILABLE TO FUND EXPANSION OF RETENTION/RECRUITMENT INCENTIVES

As outlined on the last page of the attached analysis, of the \$15.020 million of ARPA funds awarded to the County, the County has total ARPA funds available, net of formal commitments (including the \$600k originally allocated to the Sheriff retention/recruitment program), of **\$2,190,924** to-date. After deducting BOCC Designated funding commitment placeholders totaling \$1,110,000 (consisting of BiPolar Ionization HVAC filtering upgrades (\$250k), Affordable Housing (\$700k committed, with \$400k potentially going to Habitat's Sequim affordable housing project), and Bullman Beach (\$160k)), and then adding back interest income that is projected to be earned on ARPA funds of approximately \$281,000, **a total \$1,361,790 of ARPA funding remains** before consideration of this request, and other potential ARPA funding needs to be considered totaling \$550,000 (Dungeness Off Channel Reservoir design cost grant shortfall (\$300k), recent request from Sequim School District to support the CTE Education Facility (\$250k) and Sequim Food Bank (amount unknown)).

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

Overall, the 2023 ARPA budget includes sufficient funding to pay for the 2023 impact of this request, but will require a budget revision to shift dollars from Undesignated Services to Salaries and Benefits for the retention portion of this potential expansion of this program.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) None

We request BOCC input and indication of level of funding support it wishes to allocate to expanding the ARPA-funded recruitment and retention incentive program to include DPAs, Nurses and JCOs.

County Official signature & print name:  Mark Lane

Name of Employee/Stakeholder attending meeting: Mark Lane, Tom Reyes

Relevant Departments: Finance, County Administrator, Prosecuting Attorney, Sheriff's Department, HHS, Juvenile Services

Date submitted:

April 26, 2023

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CLALLAM COUNTY

ARPA -- RETENTION/RECRUITMENT BONUSES ANALYSIS--ASSUMING ADDING DPAS/NURSES/JCOS TO INCENTIVE PROGRAM

UPDATED 4/25/2023

--BASED ON \$600K LIMIT APPROVED BY BOCC (INITIALLY FOR SHERIFF PATROL/CORRECTIONS)

TOTAL ARPA FUNDS COMMITTED TO RETENTION/BONUS

\$ 600,000.00

SHERIFF RETENTION/RECRUITMENT BONUSES

RETENTION BONUSES (PAID)

	2022				
	FTE	BONUS PER FTE	TOTAL BONUS	BENEFITS	TOTAL PAID
SHERIFF'S PATROL DEPUTIES/SERGEANTS	8	\$ 10,000	\$ 80,000.00	\$ 10,553.78	\$ 90,553.78
SHERIFF'S CORRECTIONS OFFICERS	18	\$ 8,500	\$ 153,000.00	\$ 28,258.88	\$ 181,258.88
TOTAL RETENTION BONUSES PAID			\$ 233,000.00	\$ 38,812.66	\$ 271,812.66

16.66%

RECRUITMENT BONUSES COMMITTED TO-DATE (TO BE PAID PRORATA IN 2023-2025)

	FTE	BONUS PER FTE	TOTAL BONUS	BENEFITS	TOTAL COMMITTED
SHERIFF PATROL DEPUTIES/SERGEANTS					
ENTRY LEVEL	2	\$ 10,000	\$ 20,000.00	\$ 3,331.56	\$ 23,331.56
LATERAL LEVEL	0	\$ 25,000	\$ -	\$ -	\$ -
SHERIFF CORRECTIONS OFFICERS					
ENTRY LEVEL	1	\$ 10,000	\$ 10,000.00	\$ 1,665.78	\$ 11,665.78
LATERAL LEVEL	1	\$ 25,000	\$ 25,000.00	\$ 4,164.45	\$ 29,164.45
REFERRAL ("BIRD DOG") BONUSES	1	\$ 2,500	\$ 2,500.00	\$ 416.44	\$ 2,916.44
TOTAL RECRUITMENT BONUSES COMMITTED TO-DATE			\$ 57,500.00	\$ 9,578.23	\$ 67,078.23

TOTAL SHERIFF RETENTION & RECRUITMENT BONUSES PAID/COMMITTED TO-DATE

\$ 338,890.89

TOTAL ARPA RETENTION/RECRUITMENT FUNDS REMAINING--NOT COMMITTED

\$ 261,109.11

PROJECTED POTENTIAL RECRUITMENT BONUSES NEEDED--SHERIFF (BASED ON CURRENT OPEN POSITIONS)

	OPEN POSITIONS	BONUS PER FTE	BEST CASE--ALL ENTRY HIRES, NO REFERRAL				MID CASE--50% ENTRY/50% LATERAL, 50% REFERRAL				WORST CASE--ALL LATERAL, ALL REFERRAL			
			FTE	TOTAL BONUS	BENEFITS	TOTAL COMMITTED	FTE	TOTAL BONUS	BENEFITS	TOTAL COMMITTED	FTE	TOTAL BONUS	BENEFITS	TOTAL COMMITTED
SHERIFF PATROL DEPUTIES/SERGEANTS	4													
ENTRY LEVEL		\$ 10,000	4	\$ 40,000.00	\$ 6,663.12	\$ 46,663.12	2	\$ 20,000.00	\$ 3,331.56	\$ 23,331.56	0	\$ -	\$ -	\$ -
LATERAL LEVEL		\$ 25,000	0	\$ -	\$ -	\$ -	2	\$ 50,000.00	\$ 8,328.90	\$ 58,328.90	4	\$ 100,000.00	\$ 16,657.79	\$ 116,657.79
SHERIFF CORRECTIONS OFFICERS	8													
ENTRY LEVEL		\$ 10,000	8	\$ 80,000.00	\$ 13,326.24	\$ 93,326.24	4	\$ 40,000.00	\$ 6,663.12	\$ 46,663.12	0	\$ -	\$ -	\$ -
LATERAL LEVEL		\$ 25,000	0	\$ -	\$ -	\$ -	4	\$ 100,000.00	\$ 16,657.79	\$ 116,657.79	8	\$ 200,000.00	\$ 33,315.59	\$ 233,315.59
REFERRAL ("BIRD DOG") BONUSES	12	\$ 2,500	0	\$ -	\$ -	\$ -	6	\$ 15,000.00	\$ 2,498.67	\$ 17,498.67	12	\$ 30,000.00	\$ 4,997.34	\$ 34,997.34
TOTAL RECRUITMENT BONUSES PROJECTED --OPEN POSITIONS				\$ 120,000.00	\$ 19,989.35	\$ 139,989.35		\$ 225,000.00	\$ 37,480.04	\$ 262,480.04		\$ 330,000.00	\$ 54,970.72	\$ 384,970.72
TOTAL ARPA FUNDS PROJECTED TO BE USED FOR SHERIFF PATROL/CORRECTIONS				\$ 410,500.00	\$ 68,380.24	\$ 478,880.24		\$ 515,500.00	\$ 85,870.93	\$ 601,370.93		\$ 620,500.00	\$ 103,361.61	\$ 723,861.61
TOTAL ARPA FUNDS INITIALLY COMMITTED						\$ 600,000.00				\$ 600,000.00				\$ 600,000.00
TOTAL ARPA FUNDS REMAINING--FOR PROSECUTING ATTORNEY DPAs/HHS NURSES/JCOs						\$ 121,119.76				\$ (1,370.93)				\$ (123,861.61)

CLALLAM COUNTY

ARPA -- RETENTION/RECRUITMENT BONUSES ANALYSIS--ASSUMING ADDING DPAS/NURSES/JCOS TO INCENTIVE PROGRAM

UPDATED 4/25/2023

--BASED ON \$600K LIMIT APPROVED BY BOCC (INITIALLY FOR SHERIFF PATROL/CORRECTIONS)

POSSIBLE DPA RETENTION/RECRUITMENT BONUSES

DPA--RETENTION BONUSES

	FTE	BONUS PER FTE	TOTAL BONUS	BENEFITS	TOTAL PAID
DPAs--CRIMINAL	8	\$ 10,000	\$ 80,000.00	\$ 13,326.24	\$ 93,326.24
DPAs--CIVIL	1	\$ 10,000	\$ 10,000.00	\$ 1,665.78	\$ 11,665.78

TOTAL RETENTION BONUSES -- DPA \$ 90,000.00 \$ 14,992.01 \$ 104,992.01

RECRUITMENT BONUSES--DPA

	BEST CASE--ALL DPA LEVEL 1 HIRES, NO REFERRAL					MID CASE--33% DPA LEVEL 1/33% LEVEL 2/34% LEVEL 3					WORST CASE--ALL DPA LEVEL 3 HIRES			
	FTE	BONUS PER FTE	FTE	TOTAL BONUS	BENEFITS	TOTAL COMMITTED	FTE	TOTAL BONUS	BENEFITS	TOTAL COMMITTED	FTE	TOTAL BONUS	BENEFITS	TOTAL COMMITTED
DPAs--CRIMINAL	3													
DPA LEVEL 1		\$ 10,000	3	\$ 30,000.00	\$ 4,997.34	\$ 34,997.34	1	\$ 10,000.00	\$ 1,665.78	\$ 11,665.78	0	\$ -	\$ -	\$ -
DPA LEVEL 2		\$ 15,000	0	\$ -	\$ -	\$ -	1	\$ 15,000.00	\$ 2,498.67	\$ 17,498.67	0	\$ -	\$ -	\$ -
DPA LEVEL 3		\$ 20,000	0	\$ -	\$ -	\$ -	1	\$ 20,000.00	\$ 3,331.56	\$ 23,331.56	3	\$ 60,000.00	\$ 9,994.68	\$ 69,994.68
DPAs--CIVIL	1													
DPA LEVEL 1		\$ 10,000	1	\$ 10,000.00	\$ 1,665.78	\$ 11,665.78	0	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -
DPA LEVEL 2		\$ 15,000	0	\$ -	\$ -	\$ -	1	\$ 15,000.00	\$ 2,498.67	\$ 17,498.67	0	\$ -	\$ -	\$ -
DPA LEVEL 3		\$ 20,000	0	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	1	\$ 20,000.00	\$ 3,331.56	\$ 23,331.56

TOTAL RECRUITMENT BONUSES -- DPA \$ 40,000.00 \$ 6,663.12 \$ 46,663.12 \$ 60,000.00 \$ 9,994.68 \$ 69,994.68 \$ 80,000.00 \$ 13,326.24 \$ 93,326.24

TOTAL ARPA FUNDS PROJECTED TO BE USED FOR DPAS \$ 130,000.00 \$ 21,655.13 \$ 151,655.13 \$ 150,000.00 \$ 24,986.69 \$ 174,986.69 \$ 170,000.00 \$ 28,318.25 \$ 198,318.25

TOTAL ARPA FUNDS REMAINING/(SHORTFALL) TO \$600K COMMITTED NEEDED TO FULLY FUND SHERIFF & DPA INCENTIVES \$ (30,535.38) \$ (176,357.62) \$ (322,179.86)

POSSIBLE PUBLIC HEALTH NURSES RETENTION/RECRUITMENT BONUSES

NURSE--RETENTION BONUSES

	FTE	BONUS PER FTE	TOTAL BONUS	BENEFITS	TOTAL PAID
HHS--Public Health Nurses/Nurse Managers	2.5	\$ 10,000	\$ 25,000.00	\$ 4,164.45	\$ 29,164.45

TOTAL RETENTION BONUSES -- NURSES \$ 25,000.00 \$ 4,164.45 \$ 29,164.45

RECRUITMENT BONUSES--NURSES

			BEST CASE--1 PHN, 1 NURSE MANAGER HIRED (SAME ACROSS ALL CASES)				MID CASE--SAME AS BEST CASE				WORST CASE--SAMES AS BEST CASE								
			FTE	BONUS PER FTE		FTE	TOTAL BONUS		BENEFITS		TOTAL COMMITTED		FTE	TOTAL BONUS		BENEFITS		TOTAL COMMITTED	
HHS--Nurses																			
PUBLIC HEALTH NURSE			1	\$	10,000	1	\$	10,000.00	\$	1,665.78	\$	11,665.78	1	\$	10,000.00	\$	1,665.78	\$	11,665.78
NURSE MANAGER			1	\$	15,000	1	\$	15,000.00	\$	2,498.67	\$	17,498.67	1	\$	15,000.00	\$	2,498.67	\$	17,498.67

TOTAL RECRUITMENT BONUSES -- NURSES \$ 25,000.00 \$ 4,164.45 \$ 29,164.45 \$ 25,000.00 \$ 4,164.45 \$ 29,164.45 \$ 25,000.00 \$ 4,164.45 \$ 29,164.45

TOTAL ARPA FUNDS PROJECTED TO BE USED FOR NURSES \$ 50,000.00 \$ 8,328.90 \$ 58,328.90 \$ 50,000.00 \$ 8,328.90 \$ 58,328.90 \$ 50,000.00 \$ 8,328.90 \$ 58,328.90

TOTAL ARPA FUNDS REMAINING/(SHORTFALL) TO \$600K COMMITTED NEEDED TO FULLY FUND SHERIFF/DPA/NURSES INCENTIVES \$ (88,864.27) \$ (234,686.52) \$ (380,508.76)

CLALLAM COUNTY

ARPA -- RETENTION/RECRUITMENT BONUSES ANALYSIS--**ASSUMING ADDING DPAS/NURSES/JCOS TO INCENTIVE PROGRAM**

UPDATED 4/25/2023

--BASED ON \$600K LIMIT APPROVED BY BOCC (INITIALLY FOR SHERIFF PATROL/CORRECTIONS)

POSSIBLE JUVENILE CORRECTIONS RECRUITMENT BONUSES

RECRUITMENT BONUSES--JUVENILE CORRECTIONS OFFICERS

		BEST CASE--ALL LEVEL HIRES, NO REFERRAL				MID CASE--ALL LEVEL HIRES, NO REFERRAL				WORST CASE--ALL LEVEL HIRES, NO REFERRAL				
	FTE	BONUS PER FTE	FTE	TOTAL BONUS	BENEFITS	TOTAL COMMITTED	FTE	TOTAL BONUS	BENEFITS	TOTAL COMMITTED	FTE	TOTAL BONUS	BENEFITS	TOTAL COMMITTED
Juvenile Corrections Officers	4													
ALL LEVELS		\$ 5,000	4	\$ 20,000.00	\$ 3,331.56	\$ 23,331.56	4	\$ 20,000.00	\$ 3,331.56	\$ 23,331.56	4	\$ 20,000.00	\$ 3,331.56	\$ 23,331.56
TOTAL RECRUITMENT BONUSES -- JUVENILE CORRECTIONS OFFICERS				\$ 20,000.00	\$ 3,331.56	\$ 23,331.56	\$ 20,000.00	\$ 3,331.56	\$ 23,331.56	\$ 20,000.00	\$ 3,331.56	\$ 23,331.56		
TOTAL ARPA FUNDS PROJECTED TO BE USED FOR JUVENILE CORRECTIONS OFFICERS				\$ 20,000.00	\$ 3,331.56	\$ 23,331.56	\$ 20,000.00	\$ 3,331.56	\$ 23,331.56	\$ 20,000.00	\$ 3,331.56	\$ 23,331.56		
TOTAL ARPA FUNDS REMAINING/(SHORTFALL) TO \$600K COMMITTED NEEDED TO FUND SHERIFF/DPA/NURSES/JCO INCENTIVES						\$ (112,195.83)	\$ (258,018.07)				\$ (403,840.32)			
TOTAL ARPA ESTIMATED ARPA FUNDS NEEDED TO FUND SHERIFF/DPA/NURSES/JCO RECRUIT/RETENTION INCENTIVES						\$ 712,195.83	\$ 858,018.07				\$ 1,003,840.32			
TOTAL ARPA FUNDS AVAILABLE, NET OF FORMAL COMMITMENTS AS OF 4/18/2023						\$ 2,190,923.90	\$ 2,190,923.90				\$ 2,190,923.90			
<u>Less--BOCC Designated Funding Committed</u>														
BiPolar Ionization HVAC Filtering System (NOTE: BOCC ARPA work session discussion held on 2/6--Revisit PFF Staff Recommendation)					\$ 250,000.00			\$ 250,000.00			\$ 250,000.00			
Affordable Housing Projects (\$400k anticipated to be approved for Habitat for Humanity request for Sequim affordable housing project; \$300k TBD)					\$ 700,000.00			\$ 700,000.00			\$ 700,000.00			
Bullman Beach (RFP issued in March 2023)					\$ 160,000.00			\$ 160,000.00			\$ 160,000.00			
Total BOCC Designated Funding Committed						\$ 1,110,000.00	\$ 1,110,000.00				\$ 1,110,000.00			
<u>Less--Other ARPA Applications Received & Other Internal Requests that Potential BOCC Support May Exist:</u>														
Sequim School District--CTE Education Facility Infrastructure (application rec'd and being reviewed)					\$ 250,000.00			\$ 250,000.00			\$ 250,000.00			
Dungeness Off Channel Reservoir--\$300k potential shortfall to cover grant funding gap on design costs (if not funded by GF)					\$ 300,000.00			\$ 300,000.00			\$ 300,000.00			
Sequim Food Bank--??					TBD									
Total BOCC Potential Additional Commitments						\$ 550,000.00	\$ 550,000.00				\$ 550,000.00			
PLUS: Interest Income--ARPA Fund (earned through 12/31/2022 of \$124k plus 2023 budget of \$157k)						\$ 280,865.74	\$ 280,865.74				\$ 280,865.74			
TOTAL UNCOMMITTED ARPA FUNDS REMAINING BEFORE ADDITIONAL AMOUNT NEEDED FOR RETENTION/RECRUITMENT INCENTIVES						\$ 811,789.64	\$ 811,789.64				\$ 811,789.64			
LESS: AMOUNT NEEDED TO FULLY FUND SHERIFF/DPA/NURSES/JCO INCENTIVES						\$ (112,195.83)	\$ (258,018.07)				\$ (403,840.32)			
TOTAL UNCOMMITTED ARPA FUNDS REMAINING AFTER ADDITIONAL AMOUNT NEEDED FOR RETENTION/RECRUITMENT INCENTIVES						\$ 699,593.81	\$ 553,771.57				\$ 407,949.32			