



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, April 22, 2024 – 9:00 a.m.

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

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 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. [Resolution declaring intent to renew the Lake Sutherland Management District 2 pursuant to chapter 36.31 RCW and a notice of hearing to be held Tuesday, June 4, 2024 at 10:30 a.m.](#)

[Resolution and call for hearing](#) 

3. [Agreement with Jeremy Morris, PLLC for appellate function \(2h\)*](#)

[Agreement](#) 

4. [Pre-application questionnaire with Washington State Criminal Justice Training Commission for Officer Wellness Grant](#)

[Pre-application questionnaire](#) 

5. [Purchase order with Federal Contracts Corp for mobile generator \(2g\)*](#)

[Purchase order](#) 

Community Development

6. [Agreement with Natural Systems Design, Inc. for Channel Migration Zone](#)

[Agreement](#) 

Board of Commissioners

7. Authorizing expenditure from the Hotel/Motel Tax Fund for approved 2024 Lodging Tax Funding Applications

Resolution 

8. Agreement with Jefferson County for Recompete

Agreement 

9. Agreement with Department of Social and Health Services for Recompete (2i)*

Agreement 

10. Letter to the Jamestown Tribal Council for the Dungeness Levy Setback Project (1d)*

Letter 

Special Joint Meeting - Port of Port Angeles - 11 a.m.

Special Joint Meeting with the BOCC and the Port of Port Angeles will be held Monday, April 22, at 11 a.m. hosted by the Port of Port Angeles

Joint Port and BOCC Meeting Agenda 

General Discussion/Items for Future Agendas

- a. Olympic National Park update (May 6 at 9 a.m.)
- b. CASA Update (May 13)
- c. Department of Transportation Highway 101 Project Discussion (June 10 at 9 a.m.)
- d. Department of Natural Resources Meeting (June 17 at 1 p.m.)
- e. Department of Natural Resources Meeting (August 19 at 1 p.m.)
- f. Department of Transportation Highway 101 Project Discussion (September 9 at 9 a.m.)
- g. Joint Meeting with Port of Port Angeles (October 28 at 11 a.m. - hosted at BOCC)
- h. Department of Natural Resources Meeting (November 18 at 1 p.m.)
- i. Department of Transportation Highway 101 Project Discussion (December 9 at 9 a.m.)
- j. Fair Rodeo Update (TBD)
- k. Clallam Conservation District Update (TBD)
- l. Hearing Examiner Update (TBD)

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.



2
APR 22 2024

AGENDA ITEM SUMMARY

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

Department: Noxious Weeds

WORK SESSION ☒ **Meeting Date: April 22, 2024**

REGULAR AGENDA ☒ **Meeting Date: April 30, 2024**

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 Lake Sutherland Management District #2 (LMD 2) expires at the end of 2024. The LMD 2 was created to fund control efforts of Eurasian watermilfoil, a Class B-designate noxious weed, in Lake Sutherland. Members of the Lake Sutherland Management District Steering Committee, a resident-based volunteer committee, have reached out to fellow landowners within the district and have found significant support to renew the LMD, as evidenced by the petition submitted with this packet. Landowners representing over 30% of the acreage within the LMD have signed the petition, indicating their support for renewing the LMD and continuing to fund control efforts for Eurasian watermilfoil and other non-native, invasive aquatic weeds.

We are asking the Commissioners to adopt a "Resolution of Intent" to renew Lake Sutherland Management District #2, pursuant to RCW 36.61. The resolution of intent will set a public hearing on the renewal of the LMD 2. The submission of the petition and the resolution of intent are the first of many steps in a process that allows residents to vote on whether to renew or not to renew the LMD past its current expiration date of December 31, 2024.

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 assessment collected through the LMD would impact the 2025 budget.

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

On behalf of the Lake Sutherland Management District Steering Committee, this department recommends that the Board adopt this resolution, setting a public hearing to be held on June 4, 2024.

* 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_22 Apr_submitting petition

Revised: 3-04-2019

County Official signature & print name: Christina St John

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Noxious Weeds, LMD Steering Committee

Date submitted: 4/17/2024

NOTICE OF PUBLIC HEARING
Proposed renewal of Lake Sutherland Management District 2

Lake Sutherland Management District 2 was created by Ordinance 763 and extended by Ordinance 853 and 894 to manage Eurasian watermilfoil and other non-native, invasive plants that could adversely impact the freshwater system. The District expires December 31, 2024. The purpose of the hearing is to consider renewing Lake Sutherland Management District 2 for another ten years.

This hearing is required by Chapter 36.61 RCW to provide an opportunity for the public to comment on the proposed renewal.

A Resolution of Intention to renew Lake Sutherland Management District 2 was adopted by the Board of Commissioners on April 30, 2024 and identified as Resolution XX, 2024.

The following is the proposed plan for the continuation of Lake Sutherland Management District 2:

1. Managing non-native, invasive aquatic plants in Lake Sutherland to meet recreational and aesthetic needs, fishery and wildlife habitat requirements, and ecosystem and groundwater concerns.
2. Employing best practices based on environmental safety and efficacy.
3. Monitoring the level of Eurasian watermilfoil and the emergence of other non-native, invasive aquatic plants that could adversely impact the freshwater system and recommending, promoting, and implementing action to control these.
4. Maintaining an advisory committee of property owner's representatives to direct the efforts and funds of the LMD.
5. Using the committee to address other issues and bring them to the attention of the County Commissioners as appropriate.

The proposed formula for annual rates and charges will be a flat fee of \$100 per parcel per year.

Proposed annual rates and charges to property within the proposed Lake Sutherland Management District will not exceed \$38,800 with a total maximum of \$388,000 to be collected over the duration of the District.

The renewal of Lake Sutherland Management District 2 is for 10 years, from 2025-2034.

The public hearing is set for June 4, 2024 at 10:30 a.m. in the Clallam County Commissioner's Meeting Room (160), 223 East 4th Street, Port Angeles, Washington.

Contact Person: Christina St John, Clallam County Noxious Weed Control Program at 360-417-2442 or christina.stjohn@clallamcountywa.gov

Publish: May 10 and 11, 2024
Bill: Noxious Weeds Department

Loni Gores, MMC, Clerk of the Board



RESOLUTION _____, 2024

DECLARING INTENT TO RENEW LAKE SUTHERLAND MANAGEMENT DISTRICT 2
PURSUANT TO CHAPTER 36.61 RCW AND SETTING A PUBLIC HEARING

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. There is significant support from Lake Sutherland property owners for continuation of Lake Sutherland Management 2 as evidenced by submittal of new petitions, through community participation in an ongoing volunteer milfoil control program, and activity of a resident-based committee.
2. An LMD to protect Lake Sutherland's beneficial uses and water quality is in the public interest. This is evidenced by the following:
 - Properties that are adjacent to the lake or have direct access, all benefit significantly from the proposed LMD program.
 - Containment and removal of non-native, invasive plants, such as Eurasian watermilfoil, which can inhibit multiple recreational activities such as boating, swimming and fishing, diminish aesthetic and economic values and impair water quality and wildlife habitat, is a benefit to all lake residents who have significant opportunity to enjoy the lake through active and passive recreation.
3. The proposed assessment level is consistent with budget requirements for invasive aquatic plant control activities from 2015 through 2024.
4. Adequate provisions have been made to protect fish and wildlife. These provisions include consultation regarding non-native, invasive aquatic plant control options with all appropriate government agencies and adherence to all permitting requirements related to above mentioned activities and necessary for the protection of fish and wildlife within Lake Sutherland.
5. Financial security is not required to cover the cost of the LMD process.

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

1. Pursuant to RCW 36.61.030, the Board of Clallam County Commissioners will consider the renewal of Lake Sutherland Management District 2.
 2. The nature of the lake improvement or maintenance activities proposed to be continued includes:
 - Managing non-native, invasive aquatic plants in Lake Sutherland to meet recreational and aesthetic needs, fishery and wildlife habitat requirements, and ecosystem and groundwater concerns.
 - Employing best practices based on environmental safety and efficacy.
 - Monitoring the level of Eurasian watermilfoil and the emergence of other non-native, invasive aquatic plants that could adversely impact the freshwater system and recommending, promoting, and implementing action to control these.
 - Maintaining an advisory committee of property owner's representatives to direct the efforts and funds of the LMD.
 - Using the committee to address other issues and bring them to the attention of the County Commissioners as appropriate.
 3. The proposed formula for annual rates and charges will be a flat fee of \$100 per parcel per year. Revenue bonds will not be issued.
-

4. The proposed annual rates and charges to property within the proposed Lake Sutherland Management District will not exceed \$38,800 with a total maximum of \$388,000 to be collected over the duration of the District.
5. The proposed continuation of the LMD is 10 years, from 2025-2034.
6. The proposed boundaries of the District remain the same and include all properties fronting or having community (or similar) access to Lake Sutherland in Clallam County, Washington. A geographic representation of the existing boundary is attached and submitted as Exhibit A.
7. The following parcels will continue to be exempt from charges:
 - Entire parcels used exclusively for private roads or utilities
 - Community open space parcels that cannot be built upon and are dedicated on a final plat or short plat as open space or lake access for the benefited property owners
 - Lands covered by water
8. The committee, designated the Lake Sutherland Steering Committee, composed of up to eleven (11) volunteers reflecting the various use interest and geographic distribution within the Lake Management District will be re-authorized by the Clallam County Commissioners.
9. The Committee will work in cooperation with assigned county staff to provide citizen input to the County on management decisions within the context of the LMD charter. The Committee will track expenditures and program progress, with information supplied by the Noxious Weed Control Program.
10. A public hearing on the renewal of Lake Sutherland Management District 2 will be held on June 4, 2024 at 10:30 am.

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

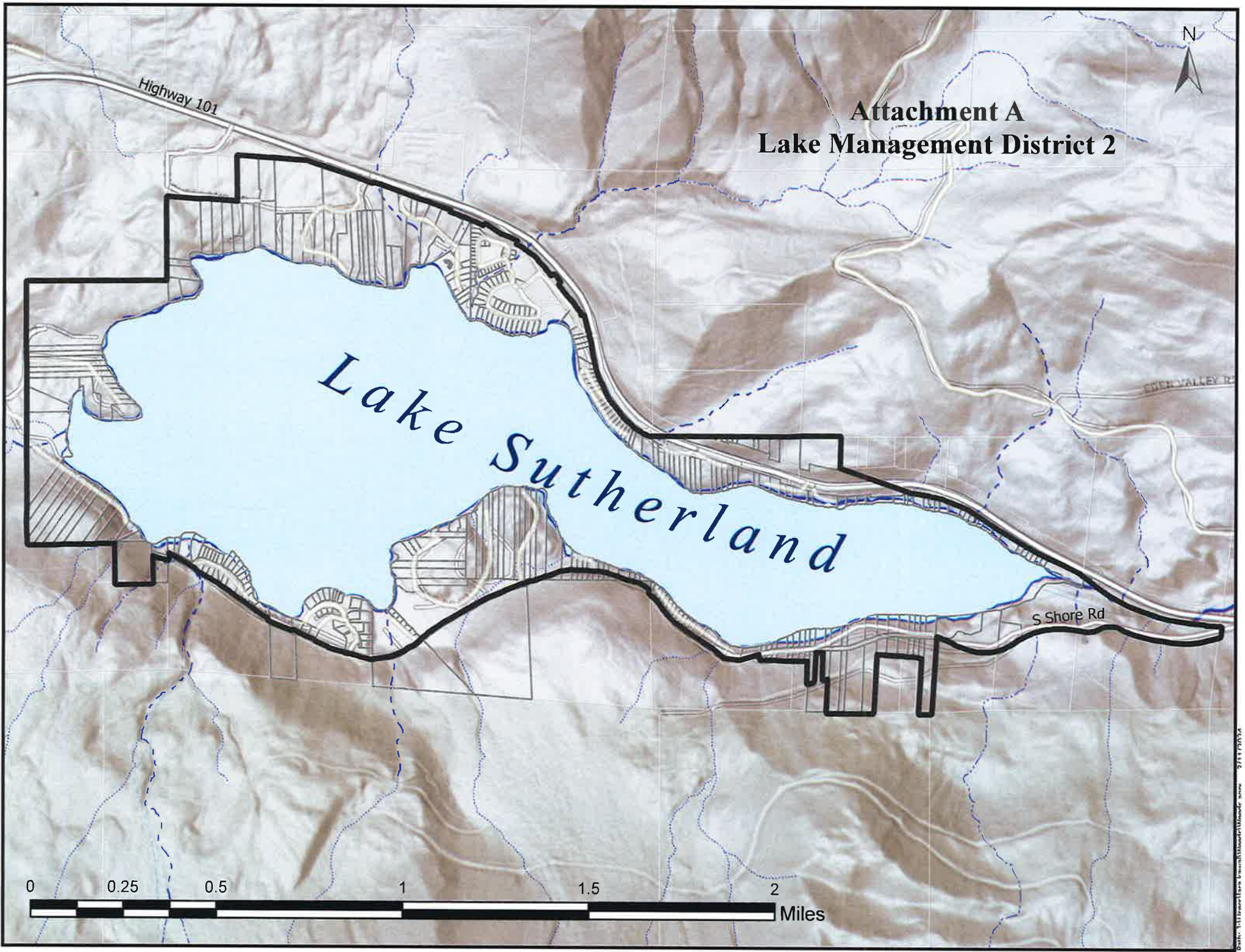
Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mark Ozias



Attachment A
Lake Management District 2

Lake Sutherland

Highway 101

S Shore Rd

EVER VALLEY RD



**PETITION TO THE CLALLAM COUNTY BOARD OF COMMISSIONERS TO
RENEW LAKE MANAGEMENT DISTRICT 2 (LMD 2) FOR
LAKE SUTHERLAND**

Lake Sutherland property owners request that the Clallam County Commissioners approve the creation of LMD 2 for Lake Sutherland. We ask that the Commissioners call for a vote by affected property owners, pursuant to RCW 36.61, to amend the LMD 2 duration and collection of rates and charges. The funds generated by the District will continue to finance efforts to protect and enhance Lake Sutherland from the impacts of invasive aquatic plant species in terms of water quality, recreational and aesthetic value.

1. Purpose of the Lake Management District:

- a. Manage non-native invasive aquatic plants in Lake Sutherland to meet recreational and aesthetic needs, fishery and wildlife habitat requirements, and ecosystem and groundwater concerns.
- b. Employ best practices based on environmental safety and efficacy.
- c. Monitor the level of Eurasian watermilfoil and the emergence of other non-native invasive aquatic plants that could adversely impact the freshwater system and recommend or promote action to control these.
- d. Maintain an advisory committee of property owner's representatives to direct the efforts and funds of the LMD.

2. Boundary:

The Boundary of the LMD is all property fronting or having community (or other similar) right of access to Lake Sutherland.

3. Duration:

The duration of the LMD shall be extended 10 years to include 2025-2034.

4. Charges to property

Annual rates and charges shall be used to raise funds to support LMD activities.

5. The rate for 2025 and each succeeding year is recommended to be \$100 per lot of property fronting or having community (or other similar) right of access to Lake Sutherland.

The charge shall be administered and collected through property tax billing by the County Treasurer.

6. Lake Sutherland Steering Committee

Volunteers will continue to represent the interest of the LMD property owners of the lake. An annual LMD work plan and budget will be recommended by the steering committee for approval by the County Commissioners. The Committee will track activities and expenditures. The County will provide Committee support including annual financial reports.

**We support the creation of the Lake Sutherland Management District 2
to fund the Eurasian Milfoil and Other Non-Native Invasive Aquatics
Plants Program:**

# of Properties	Signed Petition – Taxpayer Name	Acreage
2	ADA MARIE MARRS	6.99
1	AMBER C KARR AND ROBERT FISSE	1.25
1	B JEANNIE HEDBERG REVOCABLE TRUST	0.2
1	BENJAMIN P PISCIOTTA	0.21
1	BRUCE ALAN AND KAREN LEE SWENSON	0.67
1	CHARLES AND RUTH ADAMS TRST	2.42
1	CHARLES M LISK	0.06
2	CHRISTOPHER AND ALEXIS GREENWOOD	1.84
1	CLIFFORD E PRINCE ET AL	0.09
1	DAVID A AND DAWN L SHIDELER	0.79
2	DONALD B NUNLEY LIVING TRUST	0.32
1	EDWARD E AND AMY H VONDERAHE	0.07
4	ERIC AND DENA SCHNEIDER	0.32
1	FAIRES LAKE HAVEN LLC	1.36
2	FALLS CREEK CABIN LLC	2.79
1	FREDERICK COTTERELL	1.26
1	GENE H AND MARY ANN UNGER	0.19
1	GENE H UNGER	0.16
1	JAMES M AND MARJEAN PRICE	0.29
2	JAMES TIMOTHY AND JULIE MARIE HAGUEWOOD TTES	0.18
1	JODY JACOBSEN ET AL	0.52
1	JOHN E AND NANCY W PETERSON	1.59
1	JOHN J CHIASSON	1.28
1	JOHN MARRS	1
1	JOHN R TAYLOR ET AL	0.21
1	JOSH P AND LAUREL E HALLER	1.04
1	JULIE A NORMAN	0.51
2	JUSTIN AND PATRICIA PARKER	0.05
2	KAREN L AND DAVID M CHRISTOPHER	0.3
1	MARK D ALMADEN	0.18
1	MICHELLE NILSEN	0.04
1	NANCY J BRANT	14.45
1	RAYMOND AND MARILYN SANTIAGO	0.2
1	RICHARD A AND JEAN C MARSHALL	0.86
1	RICHARD HOCH	0.09
1	ROBERT D WELLS	0.21
2	ROBERT H LOVELL AND R D SMITH ET UX	1.87
1	ROBERT K AND SANDRA S GIPE	0.95
1	ROSEMARY AND BRUCE MOORHEAD	1

**We support the creation of the Lake Sutherland Management District 2
to fund the Eurasian Milfoil and Other Non-Native Invasive Aquatics
Plants Program:**

# of Properties	Signed Petition – Taxpayer Name	Acreage
1	RYAN AND AMANDA STANLEY	0.16
1	SCOTT CHARELS AND MAUREEN CATHERINE FAIRES LENICKA TTES	1.01
2	SHARLENE REYNOLDS AND ROBERT PEPIN	2.98
1	STEPHEN L AND GWENDOLYN KM CALLIS	0.23
1	STUART T SMITH	0.76
1	TEVEN A ERICKSON AND KAREN ERICKSON HOOD ET AL	0.2
1	THE HAFFERBECKER LAKEFRONT CABIN LLC	0.27
1	TIM DAHLSTROM AND DONNA MURPHY	0.21
1	TODD LOONEY AND LUCIA MCDONALD	0.94
1	WILLIAM R KINTNER	1.92
Properties	65	
Acres	58.86	
% of acreage in proposed LMD	33.66%	

Lake Sutherland Management District Eurasian watermilfoil removal program



Clallam County Noxious Weed Control Program
Lake Sutherland Steering Committee
Presentation to the Clallam County Board of Commissioners
April 22, 2024

1

Eurasian Watermilfoil

- Ornamental aquatic plant
 - Considered one of worst aquatic weeds
 - Found in 45 states
- Forms dense mats
 - Prevent boat use and swimming
 - Crowd out native plants
 - Reduces fish populations
 - Degrades water quality
- Tolerates lower water temperatures – starts growing earlier in season than other aquatic plants
- Spreads mainly by stem fragments
 - Breaks apart during removal
 - ¼ inch segment will start a new infestation
- Native milfoils that looks very similar



Eurasian watermilfoil
(*Myriophyllum spicatum* L.)
Photo Credit: Vermont Department of Environmental Conservation

2

Milfoil Infestations around the USA



Cayuga Lake in Ithaca, NY

Photo Credit: New York Invasive Species Information



Mechanical harvester along the Columbia River (Chelan County PUD)

Photo credit: Christine Pratt, Wenatchee World 17 Jul 2016



Infested lake in eastern Minnesota

Photo Credit: Angelo Hong, East Metro Water

3



Elleen Sande,
Ferry County NWCB



Elleen Sande,
Ferry County NWCB

Curly-leaf pondweed

- Found in Lake Sutherland in 2019
- Class C noxious weed
 - One of the most severe nuisance aquatic plants in the Midwest (only outranked by Eurasian watermilfoil)
- Aquatic plant with flowering stalk above water
 - Reddish-green
 - Wavy-edged leaves
 - Grows up to 6 feet in length
- Forms dense colonies and surface mats that prevent boat and swimmer access in spring and early summer
 - Dies back by late summer
- Spreads by stem fragments and turions (overwintering buds that break off and form new plants)

4

Lake Sutherland Management District #2



- Eurasian watermilfoil detected in Lake Sutherland in 2000
- Lake Sutherland Management District #2 first started in 2005
 - Mission – **To protect Lake Sutherland's beneficial uses, water quality and wildlife habitat from the degrading effects of Eurasian watermilfoil**
 - Single-issue LMD
- Assessment - \$50/yr/parcel since 2005
 - All properties fronting or having community access to the lake
- LMD renewed in 2009 and 2014
 - 2014 – 88% of landowners voted for renewal
- Proposed changes
 - Include all non-native invasive plants as part of mission statement
 - Increase assessment to \$100/yr/parcel



5

Control efforts through the years...



6

Current Milfoil Control Efforts



Manual removal of Eurasian watermilfoil from June to October

2021 Season

- 13 dives
- 1684 plants – 20% increase from 2020

2022 Season

- 18 dives
- 1175 plants – 18% reduction from 2021

2023 Season

- 18 dives
- 880 plants – 25% reduction from 2022



Eurasian
watermilfoil
(noxious weed)

Northern
watermilfoil
(native)

Plants are found in multiple locations across the lake, but largest infestations found in three locations – Heron Cove, Thompson Point and Mallard Cove

Lake Sutherland Management District 2: Request for Resolution of Intent: Call for Public Hearing

Need and Purpose: Eurasian watermilfoil (*Myriophyllum spicatum*) is an invasive, submersed (underwater) aquatic plant accidentally introduced in the 1940s to North America from Europe, where it is widespread. Because it is widely distributed and difficult to control, milfoil is considered to be one of the most problematic invasive plants in Washington. Eurasian watermilfoil can form thick underwater stands of tangled stems and vast mats of vegetation on the water's surface. These mats can limit boating, water skiing, swimming, and fishing. In eastern Washington milfoil interferes with power generation and irrigation by clogging water intakes. The sheer mass of plants can cause flooding and the stagnant mats can create good habitat for mosquitoes. The introduction of milfoil can drastically alter a water body's ecology by crowding out important native aquatic plants needed for a healthy fishery and other wildlife. Milfoil mats can rob oxygen from the water by preventing the wind from mixing the oxygenated surface waters to deeper water. The dense mats of vegetation can also increase the sedimentation rate. Eurasian watermilfoil can potentially reduce property values. Under severe conditions, property owners and lake associations can expect increased costs to keep boat channels, docks or swimming areas open by mechanical harvesting and for costs associated with disposal of rotting vegetation.

Milfoil reproduces extremely rapidly and can infest an entire lake within two years of introduction to the system. Each plant can be well over fifteen feet tall with multiple stems. Milfoil is able to reproduce very successfully and rapidly through the formation of plant fragments and underground runners. In the late summer and fall the plants become brittle and naturally break apart. These fragments will float to other areas, sink, and start new plants. Milfoil will also grow from fragments created by boaters or other disturbances during any time of year. A new plant can start from a tiny piece of a milfoil plant. This is why milfoil can so easily be transported from lake to lake on boat trailers or fishing gear. Once established, water currents may carry milfoil fragments and start new colonies within the same waterbody. This is such a serious problem in our state that legislators passed a law prohibiting transportation and selling of milfoil plants and plant fragments.

The efforts to control Eurasian watermilfoil in Lake Sutherland under the current lake management district have very successfully minimized recreational and environmental impacts in a cost-effective manner while maintaining property values. Every effort has been made to avoid limiting public use. To the best of our knowledge, and because of our control efforts, Eurasian watermilfoil has not spread to adjacent Lake Crescent, or any other Clallam County lakes. In 2023, we found and removed 880 plants, a decline of 25% over the previous year. Plants are now concentrated in a few areas frequented by wildlife. Original infestations contained tens of thousands of plants covering over 2.5 acres spread over all sections of the lake. While any plants remain, the threat exists.

We have also seen an increase in curlyleaf pondweed (*Potamogeton crispus*), another non-native invasive plant that outcompetes native plants and forms mats that can impede boating and other recreational activities. Having the ability to target new non-native, invasive aquatic plants before they get established in Lake Sutherland is the cheapest and most effective way to protect the lake and its uses.

Petition: RCW 36.61.030 Section 8: A lake or beach management district may be initiated upon either the adoption of a resolution of intention by a county legislative authority or the filing of a petition signed by ten landowners or the owners of at least 20% of the acreage contained within the proposed lake or beach management district, whichever is greater. We have received petitions from owners representing 65 of the 383 properties that are within the proposed boundaries of the district. These properties represent 33% of the acreage within the LMD boundary. A copy of the petition and a summary of landowners who have returned a petition have been included in the Commissioners packet.

Benefits: The activities of the Lake Sutherland Management District 2 maintain recreational uses such as swimming, boating, waterskiing, fishing, wildlife viewing, as well as aesthetic enjoyment. The benefits derived from the District are not proportionate to property value or feet of shoreline. Each property owner receives an equal benefit through their ability to access and enjoy the lake. For this reason, the proposed rates and charges are a flat fee for each property fronting or having community access to the lake.

Excluded from charge are those properties that may not be developed for residential use, such as parcels that are all roads or utilities or common areas for septic systems; because each lake owner who derives a benefit would already be paying an assessment on the property that gives them access.

District Boundary: Staff examined county maps to determine which properties had direct access or community access to Lake Sutherland. The District Boundary included all properties fitting those criteria. It is possible that additional properties with community access were not included because there was no evidence from the map or assessor's records indicating access.

Rates and Charges: The assessment rate has remained constant at \$50 per parcel per year since the initial formation of the District in 2005, despite inflation and an increase in costs as the program grew. The District's Steering Committee, members of which were appointed by the Commissioners, evaluated costs of the program over the past 10 years against the revenues in the same period. This is an equivalent time frame over which the District is proposed to be renewed and the revenues are from approximately the same number of properties. After examining several rate scenarios, the Committee was able to conclude that it was necessary to raise the assessment to \$100 per property per year to meet expenses for the control program over the next ten years.



APR 2³ 2024
2h

AGENDA ITEM SUMMARY

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

Department: Prosecuting Attorney's Office

WORK SESSION ☒ Meeting Date: 4/22/24

REGULAR AGENDA ☒ Meeting Date: 4/23/24

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

Item summary: ☐ Contract/Agreement/MOU - Contract # 841.24.004

Executive summary: The Prosecuting Attorney's Office is requesting BoCC authorization to enter into a contract with the Law Office of Jeremy Morris, PLLC, that will allow for the ongoing support of the office's appellate function.

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?** ☐ **Monies to cover the cost of these services will be paid from unspent salary and benefits that have accrued as a result of ongoing attorney vacancies.**

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

County Official signature & print name: Mark Nichols Mark Nichols

Names of Relevant Departments/Employees/Stakeholders attending meeting:

BoCC, Administrator, Finance, Prosecutor

Date submitted: 04/17/24

* 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)

SPECIAL DEPUTY – APPEALS AGREEMENT

841,24.004

This Agreement is entered into by and between the Clallam County Prosecuting Attorney, hereinafter referred to as the “County,” and The Law Office of Jeremy Morris, PLLC, hereinafter referred to as the “Special Deputy.”

The parties agree as follows:

Section 1. Special Deputy Appointment.

The County will appoint Jeremy A. Morris from The Law Office of Jeremy Morris, PLLC, as a Special Deputy Prosecutor pursuant to RCW 36.27.040 for the purpose of providing representation on appeals originating out of Clallam County, and other appellate work as assigned. The County shall be responsible for filing the Special Deputy Appointment with the Clallam County Auditor’s Office, as required by RCW 36.27.040.

Section 2. Duties of the Special Deputy.

The Special Deputy shall be responsible for the following with respect to appeals:

1. Filing a Notice of Appearance.
2. The preparation and filing of the Appellant and/or Respondent’s Brief, as the case may be, and any necessary motion or response that may arise in the appellate case.
3. Appearing and presenting oral argument at the Court of Appeals, if the Court schedules an oral argument.
4. All services provided by the Special Deputy under this agreement shall be performed in accordance with the Rules of Professional Conduct as well as any applicable statutes regarding the conduct of prosecuting attorneys, deputy prosecutors, or special deputy prosecutors.

Section 3. Duties of the County.

The County shall be responsible for the following with respect to appeals:

1. Providing copies of any reasonably necessary documents from the Prosecutor’s case file or the Superior Court file related to designated appeals.
2. Obtaining and paying for any reasonably necessary additional transcripts if the opposing side has not ordered those transcripts. If the Special Deputy feels that certain additional transcripts are needed, he shall inform the County of this and provide a brief explanation of why the transcripts are necessary and an estimate of their cost.
3. The County shall pay any costs that are billed by an appellate court in this case,

including the copying costs that Appellate Court typically charges when briefs are filed electronically.

4. If the opposing party prevails and is awarded costs as a result, the County shall pay these costs. These costs are outlined in RAP 14.3 and typically include the costs associated with the preparation of transcripts and the briefs as well as filing fees and copying charges that were billed by the appellate court.

Section 4. Compensation.

The County agrees to pay the Special Deputy Four Thousand Three Hundred Dollars (\$4,300.00) per appeal. The parties agree that this rate is subject to adjustment upwards, or downwards, by agreement if one of the appeals ends up being particularly complicated or lengthy, or if it is particularly short.

Furthermore, the scope of work covered by this agreement does not include any Personal Restraint Petitions that may arise out of the same Superior Court case, nor does this agreement cover any Petition for Review in the Washington Supreme Court. Thus, if a Defendant files a PRP or a Petition for Review, the County and the Special Deputy will need to expand the scope of work using the "other appellate work as assigned" option contained within Section 1 of this agreement. In short, this Agreement shall apply only to the actual direct appeal in the Court of Appeals under the appellate cause number outlined above.

Section 5. Indemnification and Insurance.

The County will defend, indemnify, and hold harmless the Special Deputy for services rendered in connection with this agreement, provided the Special Deputy acts within the course and scope of his appointment. The Special Deputy shall maintain a professional liability insurance policy of at least \$500,000.00.

Section 6. County's Right to Terminate this Agreement.

As the County must maintain the ability to control all aspects of the prosecution of criminal cases, the County may terminate this agreement at any time. If at the time of termination, however, the Special Deputy shall have already begun work on this appeal, the Special Deputy shall be entitled to the full compensation outlined above unless both parties come to a different agreement regarding what shall constitute fair compensation for the work performed prior to termination. Furthermore, the County has the right to revoke the Special Deputy Appointment at any time.

Section 7. Parties' Rights to Modify this Agreement.

No change, amendment, or modification of any provision of this agreement shall be valid unless set forth in a written instrument and signed by each of the parties.

Section 8. Dispute Resolution, Venue, and Governing Law.

Differences between the parties arising under this agreement shall be brought to the Clallam County Prosecuting Attorney's attention at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken.

In the event that litigation should arise concerning the construction or interpretation of any terms of this agreement, the venue of such action of litigation shall be in the Clallam County Superior Court of the State of Washington. Moreover, this agreement shall be governed by the laws of the State of Washington.

The rights and remedies of the parties, as set forth in any provision of this agreement are in addition to and do not in any way limit the other rights and remedies afforded to the parties by operation of law.

Section 9. Other Agreements.

The Special Deputy further agrees he will not appear as a criminal defense attorney in any cases in Clallam County, nor will he appear as opposing counsel in any civil cases involving where Clallam County is a named party, nor will he appear as opposing counsel in any other cases where the Clallam County Prosecutor (or a deputy) have appeared as a counsel of record.

The County, however, hereby waives any potential conflict of interest that might arise by the Special Deputy appearing in a criminal or civil case where the State of Washington is a party, so long as that case does occur in Clallam County or involve any actual participation by the Clallam County Prosecutor's Office or its employees.

Section 10. Agreement Not Enforceable by Third Parties.

This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

Section 11. Work Product.

All writings, public records, or other materials prepared by the Special Deputy in connection with the performance of this agreement shall be the property of the County, and upon request by the County shall be sent to the County for retention.

Section 12. Severability.

If any term or condition of this agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this agreement are declared severable.

Section 13. Waiver.

Waiver of any breach or condition of this agreement shall not be deemed a waiver of any prior or subsequent breach. No terms or conditions of this agreement shall be held waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

Section 14. Survival.

The provisions of Section 5 and Section 11 shall survive, notwithstanding termination or invalidity of this agreement for any reason.

THE PARTIES hereby indicate their agreement to the terms and conditions set forth hereinabove by their authorized signatures below.

Dated this ____ day of _____, 2024.

Mark Burns Nichols
Clallam County Prosecuting Attorney
223 E. 4th Street, Suite 11
Port Angeles, WA 98362
Phone: (360) 417-2371
Fax: (360) 417-2469

Jeremy Aaron Morris
1102 N. 30th St., Ste. 1
Tacoma, WA 98403
Phone: (253) 503-1102
Fax: (360) 519-3511

Mike French, Chair
Clallam County Board of County Commissioners
223 E. 4th Street, Suite 4
Port Angeles, WA 98362
Phone (360) 417-2233
Fax (360) 417-2493



4

AGENDA ITEM SUMMARY

APR 22 2024

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

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date:** 04/22/24

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 Opportunity |

Documents exempt from public disclosure attached: ☐

Executive summary: The Sheriff's Office would like to seek grant funding from the Washington State Criminal Justice Training Commission to create a wellness training program for patrol and corrections deputies. We are seeking \$35,215 which would pay for the entire year long program and provide for the purchase of gym equipment to keep the program going past the initial training sessions. This is a no match grant.

Budgetary impact: None

Recommended action: BOCC approval for Sheriff's Office to seek grant opportunity

County Official signature & print name:


Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Chief Bundy

Relevant Departments: Sheriff's Office

Date submitted: 04/17/24

* 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)

Clallam County

Grant Application Information

DEPARTMENT: **Sheriff's Office**

DATE SUBMITTED TO W/S: **04/22/24**

GRANT NAME: **WSCJTC Officer Wellness Grant**

APPLICATION DEADLINE: **05/02/24**

ISSUING AGENCY: **Washington State Criminal Justice Training Commission**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **7/1/24 to 6/30/25**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **\$35,215**

ANNUAL AMOUNT: **\$35,215**

MATCH REQUIRED? **No**

MATCH AMOUNT: **0**

DESCRIPTION OF GRANT AND PURPOSE: The purpose of this grant is to assist local law enforcement agencies in creating officer wellness programs.

EXPLAIN HOW THIS GRANT WILL BE USED FOR THE GOOD OF CLALLAM COUNTY CITIZENS: This grant will be used to pay for a wellness program for patrol and corrections deputies that will focus on wellness resiliency and be taught by a health professional certified and educated in trauma therapy, movement modalities, nutrition, bodywork and breath work. The goals of this program are to teach deputies methods to aid in stress management and promote overall wellness. Gym equipment will be purchased to allow the program to continue after the training sessions.

DOES THE GRANT ACTIVITY FURTHER THE DEPARTMENT'S MISSION OR CORE FUNCTIONS?
HAS IT BEEN A PART OF LONG TERM DEPARTMENT OR COUNTY GOALS? This grant would support the Sheriff's Office's efforts to promote the health and wellness of its deputies.

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

WHAT MEASUREMENTS (PERFORMANCE MEASURES) WILL BE USED TO EVALUATE THE SUCCESS OF THE ACTIVITIES PROVIDED BY THE GRANT? WILL PERFORMANCE MEASURES BE DEVELOPED?
The wellness program will create a fitness plan for deputies, provide nutrition advice, and provide stress management methods.

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? **No matching funds are required.**

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.

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

If the grant is not received, monies may be sought under other grant funding vehicles.

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

No.

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

No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

No budget changes are necessary.

OTHER COMMENTS



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Todd Mielke, 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.

PITCH FOR WELLNESS TRAINING GRANT

A. Narrative

Here in rural Clallam County (population 77,000), our Sheriff's Office deals with many of the complex and challenging policing threats that larger urban counties and cities in Washington State face: active shooters, hostage situations, barricaded subjects, bomb threats, drug cartels, a fentanyl crisis, a behavioral health crisis, terrorism, high risk warrants. Our thirty-five patrol deputies and 32.5 corrections deputies receive substantial physical and tactical training to assure they have the skills to do their missions safely and we aggressively seek grants to assure that our people have the right equipment to do their job safely and effectively to enhance the life-safety of our deputies.

We thought we were doing best practices in promoting the safety of our deputies. But last March, we had the opportunity to participate in a wellness training pilot program funded by the Washington Health Care Authority and the University of Washington which sought to teach officers about the potential effects of cumulative trauma. The program provided compelling insights about the benefits of having an in-house officer behavioral health program, the need to have the same high level of mission ready preparedness and training concerning our deputies' mental well-being and the need to make that part of our overall efforts to enhance officer life-safety.

Our Command Staff has now spent substantial time over the last year reviewing the available wellness programs and peer support structures and is committed to having an effective wellness program for our patrol and corrections deputies. We are seeking \$35,215 to establish a new proactive wellness training program.

Our decision to establish this program has involved reviewing the literature, the statistics and surveys regarding officer mental health, sample peer support policies and discussions with various health professionals about optimizing the design of an officer wellness program. We recognize that part of reducing the stigma surrounding addressing mental health issues in law enforcement is understanding what the statistics and studies are telling us about the need for these types of wellness programs.

Our Command Staff reviewed the following alarming statistics and survey results:

- 1,287 deaths by suicide of law enforcement and correctional officers from 2016 to 2022 [CNA, *Law Enforcement Deaths By Suicide*, March 2024];
- 7% of the 1,192 law enforcement officers surveyed in Washington State answered "Yes" to: "During the past 12 months, did you seriously think about suicide?" WA State Dep't of Health, *SB6570: Law Enforcement Mental Health Task Force – Law Enforcement Personnel Workforce Survey Results* at pg. 9 (2021);

- 81% of the 1,192 law enforcement officers surveyed in Washington State answered “Yes” to: “During the past 12 months, has your position in law enforcement, regardless of job satisfaction, negatively impacted your emotional health?” Id. at 22.

Having a wellness training program is viewed as a first step in establishing an overall officer health and wellness program. We have additional aspirational goals to create a peer support program for our deputies and intend to seek grant funding in the future to establish such a program.

B. Clallam County’s Proposed Deputy Wellness Training Program

This program will consist of wellness training sessions for all of our patrol and corrections deputies performed on a quarterly basis in the months of July 2024, October 2024, January 2025 and April 2025. These will be two-hour training sessions performed by a health professional certified and educated in trauma therapy, movement modalities, nutrition, bodywork, and breath work.

The quarterly training sessions will focus on three areas of wellness resiliency:

- **Movement:** Supportive movement will be provided to educate staff on functional strength training, address common physical ailments, movements for pain prevention, and increase overall cardiovascular health and range of motion at each session. A fitness plan will be provided and encouraged for success in the program.
- **Nutrition:** Every class will focus on the fundamentals of proper nutrition, calorie tracking, and creating individualized plans for weight management. The certified trainer will address common nutritional deficiencies and diseases due to poor meal planning. One delicious, whole food plant-based meal will be provided, including recipes to encourage better food intake and potential ease of meal preparation.
- **Stress Management:** Deputies will receive education on the basic concepts of adrenal fatigue, an overactive sympathetic nervous system, insomnia, addictive behaviors and the common pitfalls of poor stress management. Deputies will be taught effective preventative tools to combat these problems through breath work, conscious communication, and simple meditation practices.

Quarterly meetings will provide lecture time, exercises, experiences and handouts. Gym equipment costing \$12,315 will be purchased to facilitate the training and continue the wellness program beyond the training sessions.

The topics we have chosen are consistent with the policy guidance recommendations of engaging officers in proactive wellness activities established in *Suicide Prevention, Intervention, &*

Postvention, Policy Guidance for Law Enforcement Agencies at pgs. 4-5 (2018, IACP, EDC, National Action Alliance to Prevent Suicide - grant funded by Bureau of Justice Assistance).

Outcome Measurements for Wellness Training Program:

Metrics will be recorded for each employee. Success for employees will be measured and determined through the following three areas of wellness goals and metrics:

- Movement: 1. Creation of an individualized fitness plan 2. Functional movement training 3. End of the year challenge 4. Tools: Quarterly vital signs, fitness test;
- Nutrition: 1. Weight loss and/or muscle gain goals will be set 2. Collection of healthy whole food recipes 3. Strategies for meal planning 4. Understanding and application of caloric needs and macronutrient distribution 5. Tools: Smart scale measurements, My Fitness Pal, recipes and resources.
- Stress management: 1. Group attendance and accountability partners 2. Assigned breathwork exercises 3. Introduction to conscious communication and development of skillful application 4. Wellness Intake Form 5. Tools: Intake forms, accountability partner feedback, Monthly check-in with instructors, resource library.



5
APR 22 2024

AGENDA ITEM SUMMARY

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

29

Department: Health and Human Services

WORK SESSION ☒ Meeting Date: April 22, 2024

REGULAR AGENDA ☒ Meeting Date: April 30, 2024

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 – Purchase Order |

Documents exempt from public disclosure attached: ☐

Executive summary: Health and Human Services Department has been working with other County Departments to assist in developing an emergency response plan through the Department's Public Health Emergency Plan Response (PHEPR). One of the many emergency equipment requests that have been identified is a mobile generator that will have the capability to run emergency power when power is not available. The mobile generator will be housed at the County Fairgrounds to allow the County to respond with needed support regardless of lack of electrical infrastructure or location needing assistance.

The purchased order attached is for \$54,807. The BOCC is required to approve if the amount exceeds \$50,000. The mobile generator is being paid for through Foundational Public Health Services.

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

Budget to be approved April 30, 2024.

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

Approve purchase order

County Official signature & print name: Kevin LoPiccolo

Names of Relevant Departments/Employees/Stakeholders attending meeting: Elizabeth Waknitz, Don Crawford, and Kevin LoPiccolo

Date submitted: April 17, 2024

- * 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)

Purchase Order - Generator
Revised: 3-04-2019



Port Angeles, WA 98363

360-417-2567

VENDOR NAME:	Federal Contracts Corp	QUOTE #:	QUO005563
ADDRESS:	12918 N. Nebraska Ave		
	Tampa, FL 33612	DATE:	4/10/2024
POC	Jay Johnson		

[illegible]

	Dept	Chair of the Board, County Commissioners
	HHS	

After signatures acquired, route a copy to the Accountant.



APR 22 2024

AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ Meeting Date: 4/22/2024

REGULAR AGENDA ☒ Meeting Date: 4/30/2024

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 334.24.009 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: A call for bid proposals for professional services related to prepare a detailed Channel Migration Zone (dCMZ) for the lower Elwha River and its two largest tributaries (Indian Creek and Little River). One bid was received from Natural Systems Design (NSD). An interview of NDS staff by DCD staff was conducted on April 3rd. We are pleased and excited to present this Personal Service Agreement between Clallam County and NSD.

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 are in the 2024 budget.

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

Please sign the PSA.

County Official signature & print name: Bruce Emery Bruce W. Emery

Name of Employee/Stakeholder attending meeting: Rebecca Mahan/Bruce Emery

Relevant Departments: DCD

Date submitted: 4/17/2024

* 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)

Contract 334.24.009

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: Natural Systems Design, Inc.
 Address: 1900 N. Northlake Way, Suite 211
 Seattle, WA 98103
 Phone No: 206-834-0175

(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) – Insurance

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 5 day of April 2024 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2025.

IN WITNESS WHEREOF, the parties have executed this Agreement on this April day of 2024.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Timothy B. Abbe

Mike French, Chair

Print name: Timothy Abbe

Title: Principal

Date: April 5, 2024

ATTEST:

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

Loni Gores, MMC, Clerk of the Board

Originals: BOCC
 Vendor
 Initiating Department
 Copies: 5

Approved as to form only by

Bert Dee Boughton
 Bert Dee Boughton
 Civil Deputy Prosecuting Attorney
 Clallam County

SCOPE OF WORK

1. QAPP (Task 2): Prepare a Quality Assurance Project Plan (QAPP), based on ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). Based on ECOLOGY's QAPP evaluation of this project, the QAPP needs to address the following:
 - Collection, review, and initial processing of available data for CMZ delineation of the study area.
 - Managing and documenting the inventory of data used in the delineation.
 - Strategic field site reconnaissance to support technical analyses.
 - Coarse (reach-scale) 2D hydraulic modeling
 - Following protocol by Abbe and Rapp. Includes Elwha River, Indian Creek, and Little River. Includes geomorphic sub-reach characterization, surficial geologic mapping, historic channel mapping, and terrain analysis.
 - Delineation methods will consider channel response from dam removal where appropriate.
2. DESKTOP ANALYSES (Task 2): Collect, review, and process available background data for the CMZ delineation study, including the 2018 LiDAR, as follows:
 - a. Manage and document the inventory of data used in the delineation.
 - b. Identify known significant data gaps or uncertainties.
 - c. Foster close collaboration with the Lower Elwha Klallam Tribe.
 - d. Build on previous studies of the Elwha River that evaluate river response to dam removal.
3. HYDRAULIC ANALYSIS (Task 2): Conduct a hydraulic analysis, as follows:
 - a. Prepare coarse, reach-scale 2D hydraulic modeling (results map and digital data) to assess flood dynamics for existing conditions.
 - b. Include flood frequency analysis of USGS stream gage data, as available.
 - c. Hydraulic model calibration will not be included. Analyses will be limited to inundation.
 - d. Compare modeling outputs to FEMA effective flood zones to inform of the location of CMZs outside the mapped floodplain.
4. DELINEATION AND MAPPING (Task2): Following the Rapp and Abbe methodology, A Framework for Delineating Channel Migration Zones (ECOLOGY Publication #03-06- 027), conduct an analysis and prepare digital mapping for the Lower Elwha River, Indian Creek, and Little River, as follows:
 - a. Identify distinct geomorphic reaches of the study area based on geomorphic characteristics.
 - b. Consider channel response from dam removal and any other significant changes in hydrology where appropriate.
 - c. Conduct limited but targeted field investigation to verify findings from both the

hydraulic and desktop analyses where site-specific conditions are not adequately explained by desktop methods.

- d. Prepare deliverables including CMZ maps, GIS data, and a technical report. The GIS data should include all relevant GIS data used to determine the location of the CMZ. Digital data can be provided as either GIS shapefiles or as a layer package and should include metadata and appropriate attribute data.

5. **STAKEHOLDER OUTREACH AND ENGAGEMENT (Task 3):** The goal of public and stakeholder outreach is to educate and inform the community of what a CMZ is and how erosion and flooding affect people, property, infrastructure, and riparian systems. Conduct robust outreach and employ diverse strategies to reach interested parties, those who influence and who are affected by CMZ-related planning decisions.

- a. Prepare a community questionnaire to gather stakeholder information, local knowledge and personal experience about past erosion and flood events in the study area as part of the above noted data collection process, and to invite broad public input and foster meaningful exchange.
- b. Participate in at least two (2) in person public meetings, including a project kick-off at beginning, and a final meeting to present completed results.
- c. Co-deliver (with Project Manager) one or more in person presentations to key stakeholder groups such as Lower Elwha Klallam Tribe, Olympic National Park etc.
- d. Prepare educational poster displays about flooding and CMZs, brochures or flyers that advertise the questionnaire and meetings.
- e. Prepare maps showing hydraulic modeling and dCMZs.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of One Hundred Sixty One Thousand Seven Hundred Sixty Six DOLLARS (\$161,766.00) 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 County and the Contractor agree to hold each other harmless, indemnify and defend the other, their 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 other's acts, errors or omissions in the performance of the Contract. Provided, however, that the other'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 or Contractor, their officers, officials, employees and agents by any employee of the other, 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 other 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 both parties expressly waive any immunity the other might have had under such laws. By executing the Contract, the both parties 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 County and 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 other, their 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.

Contractor shall not be held liable for reuse of writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.

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: Rebecca Mahan
Title: Habitat Biologist
Address: 223 E. 4th Street Suite 5
Telephone: 360-417-2322
E-mail: Rebecca.mahan@clallamcountywa.gov
Fax: 360-417-242

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	\$2,000,000 per occurrence
	\$4,000,000 aggregate
Property damage	\$1,000,000 per occurrence
	\$4,000,000 aggregate
- ☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)**

	\$3,000,000 per occurrence
--	----------------------------
- ☒ **WORKERS COMPENSATION:**

	Statutory amount
--	------------------

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



AGENDA ITEM SUMMARY

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

APR 22 2024

Department: BOCC

WORK SESSION ☒ Meeting Date: 4-22-24

REGULAR AGENDA ☒ Meeting Date: 4-30-24

Item summary:

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

Executive summary:

The Lodging Tax Advisory Committee announced an opportunity for business grants for large-scale events, projects, or infrastructure improvements from monies received from a consumer tax on lodging. Clallam County's Lodging Tax Fund will be the primary source of County funding for activities, operations, and expenditures designed to increase tourism in the unincorporated areas.

The Lodging Tax Advisory Committee met on April 11, 2024 to review an application and make a recommendation to the Board of Commissioners.

Approve and sign resolution authorizing an expenditure from the Hotel/Motel Tax Fund for the approved 2024 Lodging Tax Funding applications (2nd call).

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?** ☐

Hotel/Motel Tax fund

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

Approve and sign resolution authorizing expenditure from the Hotel/Motel Tax Fund for the approved 2024 Lodging Tax Funding applications.

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

Relevant Departments: Board of Commissioners, Finance Department, Treasurer's Office, Auditor's Office

Date submitted: April 15, 2024

Lodging Tax application approval 2024 4-30-24

* 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)

Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256



RESOLUTION _____, 2024

AUTHORIZING EXPENDITURE FROM THE HOTEL/MOTEL TAX FUND
FOR THE APPROVED 2024 LODGING TAX FUNDING APPLICATIONS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County collects Hotel/Motel Tax pursuant to RCW 67.28.
2. State statute requires an advisory committee to review all proposed expenditures from the Hotel/Motel Tax Fund and make recommendations to the Board of Commissioners.
3. The Lodging Tax Advisory Committee received applications from Clallam Transit System, Washington Festival and Events, Olympic Theatre Arts, Peninsula Trails Coalition, Clallam Bay/Seki Visitors Center, Olympic Peninsula Fungus Festival, StormKing FC, Clallam County Public Works, Port Angeles Youth Basketball, City of Forks, Justin Williamson, Port Angeles Fine Arts, Clallam County Parks, Fiero Marine Life Center, Port Angeles Waterfront Center, Port Angeles Chamber of Commerce, and Port Angeles Waterfront District. Two of the applications received were ineligible.
4. The Lodging Tax Advisory Committee met on April 11, 2024 to review applications and make a recommendation to the Board of Commissioners.

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 Lodging Tax Advisory Committee.
2. Authorizes a one-time expenditure from the Hotel/Motel Tax Fund to be allocated as follows:

Clallam Transit System	\$15,600
Washington Festival and Events	\$157,500
Olympic Theatre Arts	\$14,209.65
Peninsula Trails Coalition	\$49,500
Clallam Bay/Seki Visitors Center	\$15,000
Olympic Peninsula Fungus Festival	\$12,500
StormKing FC	\$41,600
Clallam County Public Works	\$84,400
City of Forks	\$15,000
Port Angeles Fine Arts	\$15,000
Clallam County Parks	\$75,000
Fiero marine Life Center	\$29,495
Port Angeles Waterfront District	\$100,000
Port Angeles Chamber of Commerce	\$30,000
Port Angeles Youth Basketball	\$21,000

PASSED AND ADOPTED this 30th day of April 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mike French, Chair

File A22.169, Gores, Finance Office – Lane/Cook, Treasurer's Office, Assessor's Office



APR 22 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: April 22, 2024**

REGULAR AGENDA ☒ **Meeting Date: April 30, 2024**

Required originals approved and attached? ☐

Will be provided on:

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 245.24.009 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County as Lead Applicant on behalf of North Olympic Peninsula Recompete Coalition (NOPRC) has received grant funding from the Washington State Department of Commerce to assist in the application process for EDA's Phase 2 Distressed Areas Recompete Pilot Program. The Secure Federal Funding Initiative (SFFI) grant from Commerce can fund the following activities:

Research – Prime Age Employment Gap information.
Economic Impact Reports – ADU
Barge Economic Feasibility Analysis
Purchase of IMPLAN Software Subscription
Professional Grant Writing & Technical Services
Technical Services for Capacity Building for Underserved Areas

The Interagency Agreement with Jefferson County is for their assistance for the use of their fantastic Grant Writer, Amanda Christopherson, who has been a very instrumental in the application process.

The total amount of this ILA is not to exceed \$15,000 back to the execution date of the SFFI grant, March 18, 2024 and expires June 30, 2024.

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 has already been budgeted with the SFFI grant.

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

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

Agenda Item Summary- Jefferson ILA 4-22-2024

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

Revised: 3-04-2019

Questions? Call Loni Gores, Clerk of the Board, ext 2256

Staff recommends the approval of the Interagency agreement.

County Official signature & print name: Angi Klahn
Todd Mielke

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Angi Klahn,

Date submitted: 4/17/2024

* 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)

**INTERAGENCY AGREEMENT BETWEEN
CLALLAM COUNTY
AND
JEFFERSON COUNTY**

THIS AGREEMENT, is entered into by and between Clallam County ("Clallam") and Jefferson County ("Jefferson"). The Counties may each be referred to individually as a "Party" or collectively as the "Parties."

I. PURPOSE

The purpose of this Agreement is to support the efforts of the North Olympic Peninsula Recompete Coalition ("NOPRC") to successfully apply for federal funding under the EDA's Distressed Area Recompete Pilot Program ("Recompete"). Clallam, as lead applicant for NOPRC's Recompete application, has applied and been awarded the Secure Federal Funding Initiative ("SFFI") from Washington State Department of Commerce ("DOC") to fund necessary technical grant writing support, associated research projects, and capacity building need to put forth the strongest application possible for the highly competitive Recompete grant application due April 25, 2024.

II. SCOPE OF WORK

Jefferson will provide professional grant writing and technical services in support and development of the Recompete Plan and grant application. These grant writing support services will be provided by their Grants Administrator, Amanda Christofferson. These services will include attending Task Force, subcommittee, and grant writing team meetings both virtually and in person as deemed necessary.

III. PERIOD OF PERFORMANCE

The beginning date of performance under the Agreement is March 18, 2024, regardless of the date of execution and which shall end on June 30, 2024.

IV. COMPENSATION

- a. Clallam shall reimburse Jefferson for the professional grant writing and technical services of Amanda Christofferson at the fully loaded rate of \$52.49 per hour.
- b. Clallam shall reimburse mileage expenses to attend meetings to be reimbursed at the 2024 Federal Mileage rate of .67 per mile.

- c. Total reimbursement for professional grant writing and technical services not to exceed \$15,000.
- d. Jefferson shall request reimbursement from Clallam once a month. Reimbursement requests should include all relevant timesheets and receipts/invoices to provide sufficient documentation to the work being performed.
- e. No payments in advance of or in anticipation of goods or services to be provided under this agreement.

V. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. Parties further agree they will be solely responsible for the actions of their own employees.

VI. AGREEMENT ALTERATIONS AND AMENDMENTS

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

VII. RECORDS, DOCUMENTS, AND REPORTS

Jefferson shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Agreement. These records shall be subject to all reasonable times in inspections, review, or audit by personnel duly authorized by the County, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Port will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement and make them available for inspection by persons authorized under this provision.

VIII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the County, one representative from the Port, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

IX. TERMINATION

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

X. GOVERNANCE

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

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

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

XI. ASSIGNMENT

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

XII. WAIVER

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

XIII. SEVERABILITY

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

XIV. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties to the agreement unless otherwise stated in the Agreement.

AGREED:

Jefferson County

Clallam County

Signature

Date

Signature

Date

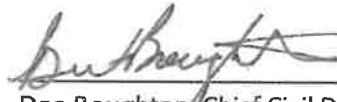
Mike French, Chair

Clallam County Commissioners

Name

Approved as to Form:

Title



Dee Boughton, Chief Civil Deputy

Clallam County Prosecutor's Office



9
APR 22 2024
21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** April 22, 2023

REGULAR AGENDA ☒ **Meeting Date:** April 23, 2023

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 245-24- | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Interagency Agreement between DSHS Research & Data Analysis Division and Clallam County on behalf of the NOPRC Recompete Application.

Research to inform the Recompete projects, unfortunately coming in late due to contracting. This will be used as our baseline data and to inform the development of our programs. In the future, if awarded we will continue through the amendment process this contract to get updates so we can compare and measure our progress.

Funding for this initial agreement is funding by the Secure Federal Funding Initiative (SFFI) grant received from the Washington State Department of Commerce.

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 – Has already been budgeted.

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

Staff recommends the approval of this ILA.

County Official signature & print name:

ANGI KLAHN
Todd Mielke

Names of Relevant Departments/Employees/Stakeholders attending meeting:

Recompete – Angi Klahn

Date submitted: 4/17/2024

- * 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 DSHS 4-23-2024
Revised: 3-04-2019

**Interagency Agreement
Between
DSHS Research and Data Analysis Division
and
Clallam County Commissioners' Office**

THIS AGREEMENT is made by and entered into between the **WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, RESEARCH AND DATA ANALYSIS DIVISION** (hereafter, "**DSHS-RDA**") and the **CLALLAM COUNTY COMMISSIONERS' OFFICE ON BEHALF OF NORTH OLYMPIC PENINSULAR RECOMPETE COALITION** (hereafter, "**NOPRC**") under the authority of chapter 40.20 RCW. DSHS-RDA and NOPRC may be referred to herein by name or individual, as a "**Party**" and collectively, as the "**Parties**."

RECITALS

- A. Clallam County Commissioners' Office through NOPRC, is the state agency responsible for executing U.S. Department of Commerce, Economic Development Administration grant # ED24OIE0G0085. NOPRC will use the Strategy Development Funding to research the Prime Age Employment Gap (PAEG) in Clallam and Jefferson counties. The PAEG population is identified as residents of the two counties ages 25-54. The research aims to identify the barriers to employment that prevent PAEGs' full participation in the labor force and how those barriers may be addressed.
- B. DSHS-RDA, through its Integrated Client Data Repository ("ICDR"), possesses information on PAEG clients accessing state services and benefits that could assist NOPRC in this research. NOPRC is requesting regional and statewide summary-level statistics containing information on individuals ages 18 to 54 who received state or federally funded cash, food, and/or medical assistance from DSHS-RDA.
- C. The Parties desire to enter into this Agreement to set forth the terms and conditions under which DSHS-RDA will perform services to support NOPRC, as set forth in detail in the Statement of Work attached hereto as Exhibit A and fully incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

- 1. **Definitions.** The words and phrases listed below, as used in this Agreement, shall each have the following definitions:
 - A. "**Amendment**" means a written change to the Agreement modifying, deleting, or adding to the terms and conditions or Scope of Work, signed by the Parties.
 - B. "**Authorized User**" means employees, agents, representatives or officials of either Party with an authorized business need to access Data under this Agreement.
 - C. "**CCLS Chief**" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.

- D. ***“Confidential Information”*** means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
- E. ***“Agreement”*** means the entire written agreement between NOPRC and DSHS-RDA, including any Exhibits, documents, or materials incorporated by reference. The Parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- F. ***“Data”*** means information, including information exempt from disclosure pursuant to Chapter 42.56 RCW or other federal or state laws, or personally identifiable information (PII) that is disclosed or exchanged between the Parties pursuant to this Agreement.
- G. ***“Day”*** means calendar day.
- H. ***“Encrypt”*** means to encode Confidential Information into a format that can only be read by those possessing a “key;” a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- I. ***“Person”*** includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.
- J. ***“Personal Information”*** means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- K. ***“Privacy Laws”*** means all applicable laws governing the use or disclosure of information about individuals which is or can be used to identify individuals. Applicable privacy laws include, but are not limited to, the federal Health Insurance Portability and Accountability Act of 1996, as amended, including its implementing regulations (“HIPAA”), and various state and local laws that affect the use or disclosure of such information.
- L. ***“Protected Data”*** means individually identifiable information within the meaning of the Privacy Laws of the jurisdiction in which research is conducted and any other jurisdictions which may govern the use or disclosure of the Data.
- M. ***“RCW”*** means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
- N. ***“Regulation”*** means any federal, state, or local regulation, rule, or ordinance.
- O. ***“Secured Area”*** means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

- P. **“Trusted Systems”** include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- Q. **“Use”** means the sharing, viewing, analyzing, utilization, or examination of Data.
- R. **“Work”** means everything to be provided and done for the fulfillment of the Agreement and shall include services, goods, and supplies specified under this Agreement, including any Amendment.
2. **Term.** This Agreement shall be effective [DATE] and shall expire June 30, 2024, unless extended by mutual agreement of the Parties, or terminated earlier pursuant to the terms and conditions of this Agreement.
3. **Amendments.** This Agreement may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
4. **Notices.** Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail (“Email”).

NOPRC-Clallam County	RDA
Angi Klahn BOCC Analyst	Barb Lucenko, PhD Assistant Director, Research and Data Analysis Division
Clallam County Commissioner’s Office Clallam County	Facilities, Finance & Analytics Administration, Washington State Department of Social & Health Services
223 E 4 th Street, Ste 4	P.O. Box 45811
Port Angeles, WA 98362	Olympia, WA 98504-5811
(360)41-2235	(360) 902-0890
Angi.klahn@clallamcountywa.gov	lucenba@dshs.wa.gov

5. **E-Signature and Records.** An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
6. **Assignment.** Neither Party shall assign any interest, obligation or benefit under this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other Party.
7. **Warranty.** DSHS-RDA represents and warrants that the Work in all material respects conforms to the requirements of this Agreement. DSHS-RDA further warrants that qualified personnel shall perform the Work in a timely and professional manner and in compliance with all applicable laws. The representations and warranties included in this paragraph 7 will survive the termination or expiration of this Agreement.
8. **Public Disclosure**
 - A. If DSHS-RDA receives a public records request under Chapter 42.56 RCW for any records containing Data pursuant to this Agreement, DSHS-RDA agrees to notify NOPRC within two (2) business days and to follow the procedure set forth in this section B before producing any records.
 - B. RDA must provide a copy of the records with proposed redactions to the County when they are available and ready. NOPRC will respond within five (5) business days of receipt of the redacted records to identify concerns with disclosure of the records, propose any changes to DSHS-RDA's redactions, or request more time if needed. If DSHS-RDA disagrees with any of NOPRC's concerns or proposed changes, DSHS-RDA must notify the County of that disagreement and provide NOPRC with a minimum of ten (10) business days to obtain a restraining order or injunction under RCW 42.56.540 before disclosing any records.
9. **Governing Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Agreement may only be filed and prosecuted in Thurston County Superior Court or U.S. District for the Western District of Washington, in Seattle.
10. **Independent Status.** In the performance of this Agreement, the Parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The Parties intend that an independent relationship shall be created by this Agreement.
11. **Retention of Records.** The Parties shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either Party and other activities relating to performance of the Work described herein. These records shall be subject to inspection, review, or audit by personnel of each Party, other personnel duly authorized by either Party and the Office of the State Auditor. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration of said Agreement, and the Office of the State Auditor and

any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

12. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any term or condition of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.
13. **Survivability.** The terms and conditions contained in this Agreement or any Pilot Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Termination for Default, Termination Procedure, and Treatment of Property.
14. **Non-Waiver of Breach.** No action or failure to act by either Party shall constitute a waiver of any right or duty afforded to the Party under this Agreement except as may be specifically stated in writing by an authorized representative of the Party. Only the CCLS Chief or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.
15. **Disputes.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree to meet and confer in good faith to resolve the dispute. If the negotiation attempts do not result in a resolution of the dispute, the Parties may, upon mutual agreement, endeavor to settle the dispute by mediation prior to commencing litigation. The costs of mediation shall be split equally between the Parties. During the course of the dispute resolution efforts, the Parties agree to continue to diligently perform their respective responsibilities under this Agreement.
16. **Hold Harmless.**
 - A. Each Party agrees to hold harmless the other Party, its officers, agents, and employees, from any and all suits, claims, actions, losses, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work, except to the extent that such suits, claims, actions, losses, penalties or damages arise out of, or result from the other Party's own negligent acts or omissions, strict liability, or willful misconduct.
 - B. Each Party by mutual negotiation, agrees to waive its immunity as it relates to the other Party, under any industrial insurance act, Title 51 RCW, other Worker's Compensation act, disability benefit act, or other applicable employee benefit act to the extent it is required to indemnify, defend, and hold harmless the other Party and its agencies, officials, agents, or employees.
17. **Termination.**
 - A. *Default.* If for any cause, either party fails to fulfill its obligations under this Agreement

in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given fifteen (15) Days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party. NOPRC will only pay for Work satisfactorily performed, less any damages to NOPRC caused by or arising from such default.

- B. *Convenience.* NOPRC may terminate this Agreement for any other reason by providing thirty (30) Days' written notice to DSHS-RDA. NOPRC will only be liable for payment in accordance with the terms of this Agreement for Work satisfactorily performed prior to the effective date of termination.

18. Force Majeure.

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, epidemics or pandemics, causing the inability to perform the requirements of this Agreement. If any Party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations.

19. Authority

Each of the signatories below represents that they have the authority to execute this Agreement on behalf of the Party for which they sign.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below.

NOPRC – Clallam County

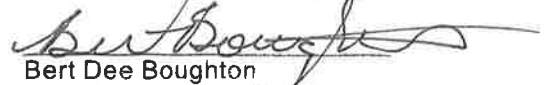
By: _____

Name: Mike French

As Its: Chair of the Board

Date: _____

Approved as to form only by



Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

**DEPARTMENT OF SOCIAL AND HEALTH SERVICES RESEARCH AND DATA
ANALYSIS DIVISION**

By: _____

Name: _____

As Its: _____

Date: _____

EXHIBIT A

Scope of Work

1. This Statement of Work (SOW) is hereby incorporated into and made a part of the Interlocal Agreement for Consulting Services between NOPRC and DSHS-RDA. This SOW governs the creation and transmission of one (1) data extract containing summary statistics on PAEGs accessing cash, food, and medical assistance in both Jefferson and Clallam Counties and Washington State, to be delivered to NOPRC no later than April 22nd, 2024. This information will be used to: 1) support development of a Phase 2 proposal for the U.S. Economic Development Administration's Distressed Area Recompete Program ("Recompete"); 2) guide the design of a navigator and outreach program to transition prime aged people 25 to 54 into the labor force people; and 3) inform the development of workforce training programs that will meet the needs of industry employers. Data extracts provided to NOPRC and its representatives by DSHS-RDA will not be re-disclosed for purposes outside of those specified here without first notifying DSHS-RDA.

All Work performed pursuant to this Agreement shall be provided for a sum not to exceed \$10,000 in fees without the prior written approval of NOPRC.

2. **Overview and Purpose:** Economic literature indicates that regions with a labor force participation rate for prime age adults below the national average is a cause of persistent poverty. The objective of Recompete is to develop strategies to transition prime aged people 25 to 54 to the labor force where they find employment at good wages to close the Prime Age Employment Gap (PAEG). PAEG individuals are geographically distributed broadly over the North Olympic Peninsula (NOP) consisting of Clallam and Jefferson Counties, ranging from remote Tribal lands to the cities of Port Angeles, Sequim, Port Townsend, and Forks. NOPRC is conducting research on the PAEG population to design programs to address labor force participation barriers and place PAEGs into "Good Jobs," thus reducing persistent poverty and promoting regional prosperity. The NOPRC is requesting DSHS-RDA to assist with compiling data from various sources to provide regional and statewide information about people ages 18 to 54 receiving public cash, food, and medical assistance.
3. DSHS-RDA is interested in providing services to support NOPRC's Phase 2 Recompete application using data available in DSHS-RDA's Integrated Client Data Repository (ICDR). The purpose of this Agreement is to lay out the services RDA will provide towards achieving NOPRC's goals.
4. **Scope of Work:** RDA will provide the following services:
 - A. Consulting services to assist NOPRC and its research partners in identifying ICDR data for measures of interest.
 - B. Technical assistance in determining the scope of data sample that would be provided by King County to RDA.
 - C. RDA will provide a series of tables that provide summary information for the

following subpopulations:

- (1) Supplementary Nutrition Assistance Program/State Food Assistance Program (collectively referred to as “Basic Food”) beneficiaries;
- (2) Temporary Assistance for Needy Families/State Family Assistance clients;
- (3) Title XIX and Title XXI Medicaid clients;
- (4) Individuals ages:
 - a) 18 to 24;
 - b) 25 to 34;
 - c) 35 to 44;
 - d) 45 to 54;
- (5) Those with any indication of employment as recorded in the Employment Security Department’s (ESD) Wages and Hours file in state fiscal year (SFY) 2023; and
- (6) Those with no employment recorded in the aforementioned file in SFY 2023.

These tables will be replicated for Clallam and Jefferson Counties and Washington State and will include: demographic information; barriers to employment; and recent employment history. All information provided by DSHS-RDA to NOPRC will be presented in the form of summary statistics, and all summary information will be suppressed in accordance with state and federal guidelines. A template containing all agreed upon measures is provided as an attachment to this Agreement in Exhibit B.

5. Location of Work:

Department of Social and Health Services
Research and Data Analysis Division (RDA)
14th & Jefferson St
PO Box 45204
Olympia, WA 98504-5204

- 6. Type of Agreement /Payment Schedule:** RDA will invoice NOPRC upon completion of the project.
- 7. Fees:** Prior to payment, RDA will provide NOPRC with a detailed and itemized statement setting forth the Work performed and expenses incurred in connection with this Agreement. RDA shall not invoice more than once monthly and invoices shall be submitted by the 15th calendar day of the month. RDA’s statements shall be sent to the NOPRC point of contact listed in this Agreement. All invoices shall be due and payable within thirty (30) Days of NOPRC’s receipt thereof.



AGENDA ITEM SUMMARY

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

APR 22 2024

Department: BOCC

WORK SESSION ☒ Meeting Date: 4-22-24

REGULAR AGENDA ☒ Meeting Date: 4-23-24

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:

Jamestown Tribal Council Letter:

Review a draft letter to the Jamestown Tribal Council regarding the Dungeness levy setback project.

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?)

Review and recommend approval of letter to the Jamestown Tribal Council.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners, Department of Community Development, Road/Public Works Department

Date submitted: 4-17-24

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

Jamestown Tribal Council Dungeness Levee 4-23-24

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

Revised: 3-04-2019



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

Board of Clallam County Commissioners

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

Todd Mielke, County Administrator

April 23, 2004

Chairman Ron Allen
Jamestown S'Klallam Tribe
1033 Old Blyn Highway
Sequim, WA 98382

Dear Chair Allen, Vice Chair Greninger and Councilmembers,

Thank you for your correspondence and engagement regarding next steps for the Dungeness levy setback project. We recognize we have not provided you with a formal response to your outreach and apologize for not having done so in a more timely fashion.

We understand that your team has concerns related to the engineered drainage plan and appreciate Director Emery's offer to put our respective staff experts together to facilitate information-sharing. Director Emery has indicated that he will place a high value on your input and we look forward to learning more.

We have been doing our best to work quickly to complete this project, both in order to fully-utilize existing grant funding before it expires, and in order to meet community need. However, we understand your encouragement to take more time to think about how the levy surface should ultimately look.

With the uncertainty that exists as we await permit approval and bid receipt it is difficult to predict next steps with specificity, but we do wish to express our commitment to continuing to work with you in partnership as this project unfolds as well as on the myriad issues where we have the chance to jointly build and support this community.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias



**SPECIAL JOINT PORT COMMISSION WORK SESSION
WITH CLALLAM COUNTY BOARD OF COMMISSIONERS**

Monday, April 22, 2024 at 11:00 AM

338 West 1st Street

Via Zoom and In-Person

The Special Commission Meeting will be available to the public in person and remotely. For instructions on how to connect to the meeting remotely, please visit <https://portofpa.com/about-us/agenda-center/>

Joint
meeting
APR 22 2024
@11am

- I. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- II. EARLY PUBLIC COMMENT SESSION (total session up to 10 minutes)**
- III. WORK SESSION TOPICS**
 - A. Clallam County EDC Update
 - B. SBDC Update
 - C. NODC Update
 - D. CIE Update
 - E. Emergency Management Joint Grant Opportunities – Administrator Mielke
 - F. Discussion on Future Joint Meeting Agendas – Paul Jarkiewicz
- IV. PUBLIC COMMENT SESSION (total session up to 20 minutes)**
- V. ADJOURN**



RULES FOR ATTENDING COMMISSION MEETING

- Signs, placards, and noise making devices including musical instruments are prohibited.
- Disruptive behavior by audience members is inappropriate and may result in removal.
- Loud comments, clapping, and booing may be considered disruptive and result in removal at the discretion of the Chair.

RULES FOR SPEAKING AT A COMMISSION MEETING

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda or when recognized by the Chair.
- Time allotted to each speaker is determined by the Chair and, in general, is limited to 3 minutes.
- Total time planned for each public comment period is 20 minutes, subject to change by the Chair.
- All comments should be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- Speakers should not comment more than once per meeting unless their comments pertain to a new topic they have not previously spoken about.
- In the event of a contentious topic with multiple speakers, the Chair will attempt to provide equal time for both sides.