



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, April 17, 2023 – 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

Modification

Modification added 4-14-23 item 18

Administration ? 9 a.m.

1. Calendar/Correspondence

2. Board of Equalization membership update

Update

3. Resolution authorizing an expenditure from the Clallam County Heritage Advisory Board Grant Fund

Resolution

4. Pre-application questionnaire with Department of Agriculture for Knotweed Control Grant

Pre-application questionnaire

5. Request for waiver of BID/RFP/Quote Requirement form with Pacific Office Equipment, Inc. for Finance Department office furniture

Request

6. Agreement with Afton Tickets, Inc. for Clallam County Fair ticketing services

Agreement

Item 6 additional document - submitted after the agenda packet was posted on 4-13-23

7. Briefing and call for hearing to be held on Tuesday, May 9, 2023 at 10:30 a.m. regarding a proposed Ordinance amending Clallam County Code 5.100 ? Fairground Division Services 215-A

Briefing and notice for hearing 

Item 7 additional document - submitted after the agenda packet was posted on 4-13-23 

18. Request to approve a Code Publishing proposal for document hosting services (4c)*

Proposal 

Public Works

8. Notice to call for bids to be received no later than Tuesday, May 9, 2023 at 10 a.m. regarding 2023 Hot Mix Asphalt Requirement

Notice of call for bids 

9. Request for waiver of Bid/RFP/Quote Requirement form with PacWest Machinery, LLC for 2019 Volvo DD105 OSC Tandem Drum Vibratory Roller

Request 

10. Agreement with Wilson Engineering, LLC for Clallam Bay/Seki Sewer Capital Improvement Plan

Agreement 

Community Development

11. Call for hearing to be held on Tuesday, May 2, 2023 at 10:30 a.m. regarding a proposed Ordinance amending Clallam County Code 33.57 Signs (5a)*

Call for hearing 

12. Letter of support to National Fish and Wildlife Foundation regarding Upper Cowan Ranch Hoko River Restoration Project (1f)*

Letter 

13. Agreement with Jamestown S?Klallam Tribe for Olympia Oyster Restoration Program

Agreement 

Board of Commissioners

14. Dungeness River Management Team letter regarding Dungeness Off-Channel Reservoir Project (1e)*

Letter 

15. Legislative Session update

Update 

WSU

16. Presentation and request to approve the 2023 Clallam County Climate Action Plan

Climate Change Plan 

Budget

17. Review the ?How Did We Do? reports comparing each month?s actual performance

Review 

General Discussion/Items for Future Agendas

- A. Joint Meeting with Port of Port Angeles (April 24 at 11 a.m. at Port)
- B. Joint Meeting with Clallam PUD (May 15 at 1 p.m. at BOCC)
- C. Department of Transportation Highway 101 Project discussion (June 26 at 9 a.m.)

EXECUTIVE SESSION

Executive Session 

- 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.

MEMORANDUM

LONI GORES
Clerk of the Board

April 14, 2023



TO: Board of Commissioners, Administrator Sill

RE: Agenda Modification(s)

FILE: A14.09.18

- The following item has been added to the April 17, 2023 work session meeting agenda:

Administration

18 Request to approve a Code Publishing proposal for document hosting services (4c)*

- The following item has been added to the April 18, 2023 regular meeting agenda:

Administration

4c Request to approve a Code Publishing proposal for document hosting services



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AGENDA ITEM SUMMARY

APR 17 2023

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

Department: Board of Equalization

WORK SESSION ☒ **Meeting Date: April 17, 2023**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Update and Discuss Board of Equalization Membership

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

None

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

None

County Official signature & print name: Chelsea Millar Chelsea Millar

Name of Employee/Stakeholder attending meeting: Chelsea Millar

Relevant Departments: BOE/BOCC

Date submitted: 4/12/2023

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



AGENDA ITEM SUMMARY

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

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APR 17 2023

Department: BOCC

WORK SESSION ☒ Meeting Date: 4/17/23

REGULAR AGENDA ☒ Meeting Date: 4/25/23

Item Summary:

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

Executive Summary:

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

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

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

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

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

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

Port Angeles Fine Arts Center - \$7,000

Recommended Action:(Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution authorizing expenditure from the Heritage Advisory Grant Fund.

County Official Signature: _____

Loni Gores

Loni Gores, Clerk

Date Submitted: April 10, 2023

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



RESOLUTION _____, 2023

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

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

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

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

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

Port Angeles Fine Arts Center - \$7,000
3. A contract for the applicant will be prepared and executed in order to memorialize the decision to spend Heritage Advisory Board grant funds for historic preservation purposes.

PASSED AND ADOPTED this 25th day of April 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, CMC, Clerk of the Board

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



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AGENDA ITEM SUMMARY APR 17 2023

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

Department: Extension/Noxious Weed Control

WORK SESSION ☒ **Meeting Date:** 4-17-2023

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Pre-approval to submit a grant for knotweed control funding from Washington State Department of Agriculture

Budgetary impact: There is no budget impact at this time.

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

County Official signature & print name: Christina St John 

Name of Employee/Stakeholder attending meeting: Christina St John, coordinator

Relevant Departments: Noxious Weed Control Board

Date submitted: 4-12-2023

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

Agenda Item Summary_Pre-approval grant request

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

Revised: 3-04-2019

Clallam County

Grant Application Information

DEPARTMENT: Extension/Noxious Weeds

DATE SUBMITTED TO W/S: **4/17/23**

GRANT NAME: **Knotweed Control**

APPLICATION DEADLINE: **4/28/23**

ISSUING AGENCY: **WSDA**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **2 year**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **\$45,421 requested**

ANNUAL AMOUNT :

MATCH REQUIRED? **No**

MATCH AMOUNT:

DESCRIPTION OF GRANT AND PURPOSE:

The purpose of this grant is the control of invasive knotweed species in riparian areas that threaten public and private natural resources. This grant would provide funding to assist with knotweed control activities by various partners while expanding engagement with private landowners where initial treatments have already occurred.

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

This grant provides for control of the several species of knotweed on both public and private lands. Studies have shown how knotweed impairs ecosystem functions, degrades natural resources and therefore has a negative economic impact on both public and private land. In addition to public outreach and education opportunities, this grant will fund direct treatments in sensitive areas where landowners cannot treat themselves. Local employment to implement knotweed control projects will benefit our local economy.

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

Yes-This is part of an ongoing effort to eradicate knotweed in various watersheds. This funding is essential to continue other grants which are part of ongoing efforts by the Weed Board and various Olympic Invasive Working Group partners.

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?

These grants allow for a continuation of work to control knotweed in areas where control has already begun or where partners have brought their own resources to share the expense required to continue projects.

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

Performance measures will include river miles protected/surveyed, acres of knotweed surveyed and treated and number of landowners assisted. These are the performance measures required by the grantor. An end-of-year report will document activities and provide a status report and future project recommendations.

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. We have been very careful to tell citizens that funding for projects is grant driven and future projects or level of support will depend on how much grant funding received. Further, the long-term goal of these projects is to involve affected communities so that citizens are educated on how to take care of the knotweed problem and provide their own long term solution.

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

Matching funds are not required. WSDA requires in-kind matching, such as use of equipment and complementary invasive species removal, which are already part of the program's budget and pose no additional costs.

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?

For the most part, impacts on other departments are minimal and mainly relate to meeting county policy regarding newly hired employees. No additional office space, computers or telephone service will be required. Transportation needs have been accommodated by the Road Department.

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?

Most seasonal hiring will have already occurred with funds anticipated from other grants and agreements previously budgeted in the 2023 budget. The positions are seasonal and will end after 4 months.

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?

The WSDA grant will cover salaries, supplies and transportation for field crew assisting landowners with knotweed infestations in environmentally significant rivers county-wide. It will affect at least 3 positions that will be supplemented by this grant; local employment opportunities which are needed in our community. Additionally, not approving this grant will halt support the Weed Board is able to provide to our partner organizations within the Peninsula. Loss of this grant would weaken the Peninsula-wide partnerships that have been nurtured by knotweed grants over the past 16 years. Clallam County Noxious Weed Control Board will not be able to perform its central role for the Olympic Invasive Working Group, an active partnership of approximately 10 agencies.

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

WSDA allows a maximum of 5 percent on the cost of salaries and benefits.

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

No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

This cannot be specifically determined until an actual award amount is received, but may include increases to salary, benefit, travel and supply lines .

OTHER COMMENTS

Please approve this application.



ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

Rich Sill, ADMINISTRATOR

APPROVAL

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

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AGENDA ITEM SUMMARY

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

APR 17 2023

Department: *Parks & Facilities Dept.*

WORK SESSION ☒ Meeting Date: 4/17/2023

REGULAR AGENDA ☒ Meeting Date: 4/25/2023

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 Furnishings Purchase |

Documents exempt from public disclosure attached: ☐

Executive summary:

Parks & Facilities is requesting a waiver of the BID/RFP/Quote Requirement, pursuant to Clallam County Code, Chapter 3.12, and Administrative Policy 560 for the purchase of office furniture and a panel system from Pacific Office Equipment ("POE"). This request relates to the relocation of the Finance Department to the WSU Extension office space in the historic courthouse building following WSU's pending relocation to the Old Juvenile Services building later this year.

Due to the historical building limitations of the old courthouse (i.e. ceiling height and construction build-out restrictions), the inadequate number of offices available in the new space to fully meet staff needs, and the sensitive nature of Finance conversations, a custom panel system with a non-standard height of 85", sound dampening features and a sliding panel door is needed to meet staff office needs. This necessitates a custom-build panel solution and the furnishings to be installed on site.

Parks & Facilities has been unable to secure informal comparable online quotes for this non-standard panel solution. For other furnishings covered under this quote, Parks & Facilities has obtained informal online quotes, however such quotes do not include setup, delivery, and installation which commercial office furniture vendors do not provide. In contrast, POE can provide these specialty needs with delivery and installation included for a lower price than obtained online quotes when adjusted for the estimated additional cost of delivery and setup that would have to be incurred, and within the required timeline.

The quote attached is for \$28,692.95 and was budgeted for as part of the Parks & Facilities Capital Projects fund budget in 2023.

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

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

Finance Dept furnishings to Rick 4-12-2023

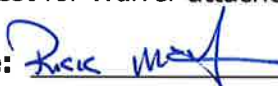
Revised: 3-04-2019

Attached is the Request for Waiver of BID/RFP/Quote Requirement for sole source purchases which is required to be approved by the BOCC for purchases of goods or services over \$25,000 pursuant to Administrative Policy 560.40.

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?** ☐

Funding for this project is in the Parks & Facilities Capital Projects budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Please approve and sign the attached Request for Waiver attached form.

County Official signature & print name:  Rick McFarlen

Name of Employee/Stakeholder attending meeting: Rick McFarlen

Relevant Departments: Parks, Fair, and Facilities

Date submitted: 4/12/2023

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

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

Finance Dept furnishings to Rick 4-12-2023

Revised: 3-04-2019



**REQUEST FOR WAIVER OF
BID/RFP/QUOTE REQUIREMENT**

Department: **Parks and Facilities**

Date: 04.12.2023

Contract Number: n/a

Pursuant to Clallam County Code Chapter 3.12, and Administrative Policy 560, a waiver of the Bid/RFP/Quote requirement for purchases of goods or services is requested.

Goods or Services to be Purchased: Finance department: custom built office panel system for one office; office furnishings for three offices; conference table and chairs.

Cost of Purchase: \$28,692.95

85" Tall Acoustic Panel System w/sliding door
Furnishings for 3 offices
Conference Table w/8 Chairs

Vendor to be Awarded Contract: Pacific Office Equipment, Inc.

I certify that after diligent inquiry, to the best of my knowledge the vendor indicated above is the sole provider of the goods/services detailed in this document.

By: 
County Official Signature

Approved this _____ day of _____ 2013

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Sales Quote No: 1594

Date: 3/24/23

Account No: CLA025

Bill To: CLALLAM CO. PARKS DEPT.
 223 E. 4TH ST. SUITE 7
 PORT ANGELES, WA 98362-3015

Ship To: CLALLAM CO. PARKS DEPT.
 223 E. 4TH ST. SUITE 7
 PORT ANGELES, WA 98362-3015

Sales Person	P.O. Number	Ship Method	Payment Terms	Quote Expires On
NICK WRIGHT	STONEY	DELIVERY	NET 30	4/13/23

Notes

PRICING INCLUDES PLANNING, SETUP, DELIVERY AND INSTALLATION ONSITE.

Item No	Description	Quantity	UM	Price	Disc	Amount
FURNITURE	WSU (3 DESKS) - ELECTRIC SIT/STAND 72X30 DESK W/ 48" LEFT HAND RETURN, MOBILE METAL BOX/FILE. 72X24 CREDENZA, WOOD FILE/FILE, OFFICE CHAIR & GLASS CHAIR MAT. 2 DRAWER LATERAL FILE (2XMARK, 2XDEBI, 2XREBECCA) W/ 3 X 36" STACK-ON BOOKCASES (1 EA)	1.00	EACH	\$14,469.60	0.00	\$14,469.60
FURNITURE	WSU - 85" TALL ACOUSTIC PANEL SYSTEM (MEDIUM TONE PAINT, WAYFARE FABRIC), WITH SLIDING FROSTED GLASS DOOR.	1.00	EACH	\$15,772.00	0.45	\$8,674.60
FURNITURE	WSU - 8' CONFERENCE TABLE W/ 8 CONFERENCE CHAIRS	1.00	EACH	\$3,228.00	0.00	\$3,228.00

Pacific Office Equipment
 "Your Local Solution Provider"
 314 E 8th St Port Angeles, WA 98362
 800-962-8714 360-417-3600
 www.poeinc.com

Subtotal	\$26,372.20
Discount	\$0.00
Freight	\$0.00
Sales Tax	\$2,320.75
Sales Order Total	\$28,692.95



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AGENDA ITEM SUMMARY

APR 17 2023

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

Department: Parks, Fair, & Facilities

WORK SESSION ☒ **Meeting Date:** *April 17th 2023*

REGULAR AGENDA ☒ **Meeting Date:** *April 25th 2023*

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

Item Summary:

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

Documents exempt from public disclosure are attached: ☐

Executive summary:

A three-year agreement for fair ticketing services with Afton Tickets, Inc. to reduce risk associated with cash-only admissions and the introduction of credit / debit card sales as a public convenience.

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

This is a user fee agreement. As such, it is budget neutral.

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

Sign the Personal Services Agreement with Afton Tickets, Inc

County Official signature & print name: *Don Crawford* Don Crawford, Director

Name of Employee/Stakeholder attending meeting:

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

Date submitted: *April 7th 2023*

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

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



PERSONAL SERVICES AGREEMENT

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

Name: Afton Tickets Inc.
 Address: 1001 SE Water Ave #430
 Portland, OR 97214
 Phone N°: Ryan Kintz, CEO: 503-559-6183

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 10th day of April 20 23 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 36 Months after the date of signing by all parties.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 10th day of April 20 23.

CONTRACTOR


 Ryan Kintz, CEO | Afton Tickets Inc.

Print name: Ryan J. Kintz

Title: CEO

Date: April 10th, 2023

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

RK

CHAIRMAN, CLALLAM COUNTY BOARD OF
COMMISSIONERS

MARK OZIAS

A handwritten signature in blue ink, appearing to read "Butterbaugh", is written over the printed text of the attorney's name.

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

RK

SCOPE OF WORK

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

Online Ticketing

Box Office for onsite cash/card sales

Afton Account Manager

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

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

Afton Account Manager

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

Client Responsibilities: Afton Client Portal & Day-Of Event

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

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

Assumptions and Client Obligations

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

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

COMPENSATION

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

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

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

2. AND

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

OR

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

OR

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

2. FEE TABLE PRICING: IN-PERSON EVENT TICKETS

ONLINE AFTON SERVICE FEES

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

DISCOUNTED BOX OFFICE AFTON SERVICE FEES

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

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

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

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

OPTIONAL ADD-ONS AT ANYTIME

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

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

Client Choose One:

- ☒ Yes, add Sift fraud protection
☐ No, we don't want Sift fraud protection

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name: Don Crawford

Title: Director, Parks, Fair, & Facilities Department

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

Telephone: 360.797.8283

E-mail: Donald.crawford@clallamcountywa.gov

Fax:

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

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

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

SPECIAL TERMS AND CONDITIONS

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

☐ With each request for payment.

☐ Monthly.

☐ Quarterly.

☐ Semi-annually.

☐ Annually.

☐ Project completion.

X☐ Other (specify): Reporting is accessible in real-time in the Client's Afton HQ Portal.

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

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



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

☒ **COMMERCIAL GENERAL LIABILITY:**

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

\$2,000,000 aggregate

Property damage \$1,000,000 per occurrence

\$2,000,000 aggregate

☒ **WORKERS COMPENSATION:** Statutory Limits

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

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

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

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

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

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

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

2023 Proposed Admission System

Document was submitted after the
agenda and packet were posted on
4-13-23 Item 4

Rational

1. Serious Security & Compliance concerns with Cash Only fair admission-
 - a. \$100,000's dollars in small bills handled during the fair
 - b. Considerable daily reconciliation challenges and requirements
2. Current cash-only system does not allow for the following:
 - a. Robust discounted preseason online ticket sales
 - b. credit or debit card use.
 - c. short, efficient Admissions lines (*yellow gate lines regularly 200 + yards long*)
 - d. efficient labor in reconciliation, security, and transportation
 - e. effective adding discounts for Active Duty / Veterans and Free admission for those 80 years and older.
3. A standard Point of Sale system ONLY allows for automated online ticket sales with staff and resources to build and manage.

Process

1. Staff performed RFP of three established ticketing services with fair emphasis. Two are well represented throughout the Northwest County and State Fairs.
 - a. Saffire
 - b. Ignighter Tickets
 - c. Afton Tickets

Staff Recommend (*PFF in consultation with, IT & Finance*)

1. The County should offer online ticketing and credit card services in addition to the "day of" cash sales to reduce the current high volume of cash typically stored and handled throughout the fair weekend. Moving to this system does not mean we won't allow cash as a payment method – it increases the types of payment methods people can utilize.
2. Afton Tickets
 - a. It is not a Point-of-Sale System (like a local bank offers) but a fully automated ticketing service that provides online sales, reconciliation, web security, and other customer service functions.
 - b. User fee-based system included in the cost of the ticket
 - c. No Equipment Purchase or Maintenance
 - d. Affordable user fee included in the admission price
 - e. On-site customer service for the first year.
 - f. Includes development of a ticketing website for ease of transaction
 - g. Shorter Admission lines
 - h. Decreased fair admissions and reconciliation labor.



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AGENDA ITEM SUMMARY

APR 17 2023

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

Department: Parks, Fair & Facilities

WORK SESSION ☒ **Meeting Date:** **April 17, 2023**

REGULAR AGENDA ☒ **Meeting Date:** **April 25, 2023**

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 Park, Fair & Facilities Department will brief the Board of Commissioners on proposed Fairgrounds fee changes and request a Call for Hearing to be held on May 9, 2023.

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

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

Requesting approval of the Notice of Hearing.

County Official signature & print name: R. Donald Crawford R. Donald Crawford, Director

Name of Employee/Stakeholder attending meeting: R. Donald Crawford

Relevant Departments: Parks, Fair & Facilities

Date submitted: April 12, 2023

* Work Session Meeting - Submit 1 single sided/not stapled copy BOCC agenda item summary form for fee schedule 215-A 4.11.23
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

PUBLIC HEARING

Proposed Clallam County Ordinance
Amending Clallam County Code, Chapter 5.100 Consolidated Fee Schedule –
Fairgrounds Division Services 215-A

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, May 9, 2023 at 10:30 a.m., or as soon thereafter. The public hearing is to consider the Ordinance listed above. The proposed Ordinance is available on the County website

<https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4,
Port Angeles, WA 98362-3015
Telephone: 360.417.2256

FORMAL IDENTIFICATION: Fairgrounds Fee Schedule 215-A

SUMMARY OF PROPOSED CHANGES:

Ordinance amending Chapter 5.100 Consolidated Fee Schedule – Fairgrounds Fee Schedule 215-A

<https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Publish: April 28, 2023
Bill: Parks, Fair & Facilities

Loni Gores, CMC, Clerk of the Board

Ordinance ____

Amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule –
Fairground Division Services 215-A

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 5.100.215, Fees for Fairgrounds Division Services is amended to read as follow:
See attached Fairgrounds Division Services fee schedule.

ADOPTED this ____ day of ____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores
MMC, Clerk of the Board

Mike French

FAIRGROUNDS FEE SCHEDULE 215-A
EFFECTIVE 2023

RENTALS – FAIR EVENT FEES

<u>PRE-SEASON DAILY ADMISSION</u>	<u>FEE</u>	<u>REFERENCE / COMMENTS</u>
Senior 80+	Free	
Senior 65-79	\$7	
Active Military & Veteran w/ID	\$7	
Adult	\$10	
Student 13-17	\$8	
Youth 6-12	\$7	
Youth 6-12 Thursday – Kids' Day	Free	
Children under 5	Free	
<u>PRE-SEASON SEASON PASS</u>	<u>FEE</u>	<u>REFERENCE / COMMENTS</u>
Senior 80+	Free	
Senior 65-79	\$21	
Active Military & Veteran w/ID	\$21	
Adult	\$30	
Student 13-17	\$24	
Youth 6-12	\$14	
Children under 5	Free	
<u>DAILY ADMISSION</u>	<u>FEE</u>	<u>REFERENCE / COMMENTS</u>
Adult – 18+	~~\$8~~ \$12	
Student/Senior	\$6	
Student/Youth – 6-17	~~\$5~~ \$9	
Child under 5 Years or Younger Accompanied by an Adult	Free	
Youth 6-12 Thursday – Kids' Day, 12 Years and Under	Free	
<u>SEASON PASS</u>	<u>FEE</u>	<u>REFERENCE / COMMENTS</u>
Adult – 18+	~~\$24~~ \$36	
Student – 13-17/Senior	~~\$18~~ \$27	
Youth – 6-12	~~\$15~~ \$18	
Child under 5	Free	
Worker – 2 Passes per Leased Space	Free	
Worker – Passes Purchased Prior to First Day of Fair; up to 8 Additional	\$10 each	
Worker – Dry Creek Grange, Lions Club up to 20 Additional Passes	\$10 each	
Volunteer – Youth Animal Exhibitor	\$4 per person	
Volunteer – Youth Animal Exhibitor Assistant	\$5 per person	

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FAIRGROUNDS FEE SCHEDULE 215-A EFFECTIVE 2023 ²		
Volunteer – Fair Worker	\$4 per person	
Volunteer – 4-H Leader	\$5 per person	
PARKING/CAMPING	FEE	REFERENCE / COMMENTS
Reserved Parking Pass (Lot #1)	\$25 per vehicle/Fair week	
Overnight Camping/Parking Pass		
Non-Utility site outside fence, east side	\$35 per vehicle/Fair week	
(Camping Area E)	\$60 per vehicle/Fair week	
Utility site inside fence, east side		
(Camping Area D)	\$18 per vehicle/per night	
Vendor/Carnival area, west side (Lot #4)	\$20 per vehicle/Fair week	
Superintendent Camping	\$20 per vehicle/Fair week	
Assistant Superintendent Camping		
VENDOR BOOTH	FEE	REFERENCE / COMMENTS
Merchants Building	\$275	
Merchants Annex	\$225	
Wasankari Log Cabin	\$200	
Inside Space in a Building (10' x 10') (without power, excluding Merchants Building)	\$200	
Outdoor Space on Grounds (10' x 10') (without power)		
Informational Only (Non-Profit)	\$150	
Commercial Only (Non-Food)	\$200	
Electricity	\$25	
FOOD VENDOR BOOTH	FEE	REFERENCE / COMMENTS
Outdoor Only	\$400 or 18% of gross sales, whichever is greater	
RENTALS – NON-FAIR EVENT FEES¹		
BUILDING	FEE	REFERENCE / COMMENTS
Home Arts Building		
Non-Profit	\$350/day	
Profit and Private	\$450/day	
Stage Lighting System	\$100/day	
Refundable Damage/Cleaning	\$200	
Deposit		
Floral Building	\$150/day	
Exposition Hall		
Non-Profit	\$250/day	

FAIRGROUNDS FEE SCHEDULE 215-A
EFFECTIVE 2023

Profit and Private	\$350/day	
Refundable Damage/Cleaning	\$200	
Deposit		
Fair Kitchen		
Non-Profit	\$125/day	
Profit and Private	\$150/day or 18% of gross sales, if concessioned, whichever is greater	
Dining Area Only		
Non-Profit	\$60/day	
Profit and Private	\$100/day	
Refundable Damage/Cleaning	\$200	
Deposit		
Art or Agriculture Building		
Non-Profit	\$50/day	
Profit and Private	\$100/day	
Merchants Building		
Non-Profit	\$75/day	
Profit and Private	\$150/day	
Cat Barn		
Non-Profit	\$50/day	
Profit and Private	\$100/day	
Dog Barn		
Non-Profit	\$50/day	
Profit and Private	\$100/day	
Cattle Barn		
Non-Profit	\$50/day	
Profit and Private	\$100/day	
Poultry/Rabbit Barn		
Non-Profit	\$50/day	
Profit and Private	\$100/day	
Multipurpose Barn (Cattle Barn #2)		
Non-Profit	\$50/day	
Profit and Private	\$100/day	
Sheep/Goat Barn		
Non-Profit	\$50/day	
Profit and Private	\$100/day	
Swine Barn		
Non-Profit	\$40/day	
Profit and Private	\$80/day	
Horse Barns		3 Horse Barns available.
Stalls Non-Profit	\$10 per stall/day	
Stalls Profit and Private	\$15 per stall/day	
Non-Profit	\$150 per barn/day	

FAIRGROUNDS FEE SCHEDULE 215-A EFFECTIVE 2023		
Profit and Private	\$200 per barn/day	
Arena		
Dog	\$50/day	Daily Use Fee does not include Arena being worked and watered.
Livestock	\$50/day	
Sheep/Swine	\$50/day	
Horse (Warm Up Arena included)	\$150/day	
Daily Use Fee	\$10/day	
Arena Surface Grooming	\$100/each time worked/day	
Refundable Damage/Cleaning	\$200	
Deposit		
Miscellaneous Areas		
Plaza	\$150/day	KidZone Rental excludes Wasankari Log Cabin.
KidZone	\$150/day	
North Parking Lot #2	\$200/day	
East Camping Area D	\$150/day	
Wasankari Log Cabin	\$100/day	
Carnival		
Non-Commercial	\$300/day plus \$200 Refundable Damage/Cleaning Deposit	Excludes Camping.
Commercial	\$500/day ¹ plus \$400 Refundable Damage/Cleaning Deposit	
Non-Profit	\$100/day plus \$100 Refundable Damage/Cleaning Deposit	
Information and Ticket Booths	\$20 each/day	
Food Concession	\$100/day or 18% of gross sales, whichever is greater	
GRANDSTAND	FEE	REFERENCE / COMMENTS
GRANDSTAND WITH ARENA		Grandstand Seating Capacity 1,600
First Day	\$750	
Each Additional Day	\$600/day	
GRANDSTAND ARENA ONLY		
Arena	\$200/day	
MISCELLANEOUS GRANDSTAND WITH OR WITHOUT ARENA		
Events That Charge Admission	15% of gross sales, in	

FAIRGROUNDS FEE SCHEDULE 215-A
EFFECTIVE 20232

	addition to rental fee	
Arena Water Use	\$250/event minimum	Fee in addition to rental fee; no use of water truck.
Rodeo Chutes	\$300/day	
Stalls/Pens Surrounding Arena	\$100/day	
Rodeo Announcer's Booth	\$30/day	
Food Concession	\$100/day or 18% of gross sales, whichever is greater	
Refundable Damage/Cleaning Deposit		
Low Risk Event	\$400	
High Risk Event	\$1,500	
STAGES	FEE	REFERENCE / COMMENTS
Center Stage	\$100/day	
West Stage Area Portable Stage		
Profit and Private		Staff set-up included.
First Day	\$500	
Each Additional Day	\$400/day	
Non-Profit		
First Day	\$350	
Each Additional Day	\$250/day	
Stage Extensions		
First Day		
Each Additional Day	\$100	
Refundable Damage/Cleaning	\$50/day	
Deposit	\$400	
West Stage Portable Stage – used outside the West Stage Area		
Fairgrounds	\$200 moving fee	Per contract.
First Day	\$300	
Each Additional Day	\$200/day	
Stage Extensions		
First Day	\$150	
Each Additional Day	\$100/day	
Off Fairgrounds		
First Day	\$500	Moving fees vary and are charged by an independent trucking company arranged by County Maintenance.
Each Additional Day	\$400/day	
Stage Extensions		
First Day	\$150	
Each Additional Day	\$100/day	
Refundable Damage/Cleaning	\$500	
Deposit		

FAIRGROUNDS FEE SCHEDULE 215-A EFFECTIVE 2023		
AUDIO-VISUAL EQUIPMENT	FEE	REFERENCE / COMMENTS
Spotlight (1)	\$100/day	
Light Tree with 4 Lights (2)	\$75 each/day	
10' Light Truss with 6 Lights (1)	\$75/day	
Wired Microphone with Stand	\$50/day	
Wireless Microphone	\$100/day	
75' 16-channel Wire Snake	\$75/day	
Public Address Speakers with Stands	\$100/pair/day	
Refundable Damage/Cleaning Deposit	\$200	
MISCELLANEOUS EQUIPMENT	FEE	REFERENCE / COMMENTS
Interior Portable Stage	\$20/section/day	Ten (10) 4' x 8' sections available.
Round Table 60" Diameter	\$10/day	
Rectangular Table 8' in Length	\$10/day	
Dividers	\$5/each/day	
Chairs	\$2/each/day	
Picnic Tables	\$8/each/day	
Benches	\$6/each/day	
Bleachers		
Fairgrounds	\$50/event	
Off Fairgrounds	\$100/event	
Moving Fee (2 Staff Members)	\$75/hour	
Refundable Damage/Cleaning Deposit	\$300/event	
OVERNIGHT CAMPING	FEE	REFERENCE / COMMENTS
Utility Site (Clallam County Resident)	\$30/vehicle/site/night	Includes use of restrooms, showers, and garbage receptacles.
Utility Site (Non-County Resident)	\$34/vehicle/site/night	
Non-Utility Site (Clallam County Resident)	\$24/vehicle or tent site/night	
Non-Utility Site (Non-County Resident)	\$28/vehicle or tent site	
Non-Profit Youth Organization	\$2/person/night (RVs pay the utility rate)	
VEHICLE STORAGE	FEE	REFERENCE / COMMENTS
RVs/Trailers/Boats/Cars		Available starting September 1 and ending May 31
Vehicle/Equipment under 10' tall		
Vehicle/Equipment over 10' tall	\$3.50/linear foot/month	

FAIRGROUNDS FEE SCHEDULE 215-A EFFECTIVE 2023 ²		
	\$4.00/linear foot/month Leasehold Excise Tax will be added to fees as appropriate ²	the following year, and is first come, first served.
MISCELLANEOUS	FEE	REFERENCE / COMMENTS
Additional County Staff Time	\$45/hour	
Fair Grievance Fee	\$25	Fee refunded if Grievance is found in favor of Grievant.

¹ 50% off profit and private rental fees on all facilities when used by a 4-H or FFA sanctioned event.

² The current Leasehold Excise Tax Rate is 12.84% and is subject to change without notice.

2023 Fair Admission Increase

Document was submitted after the
agenda and packet were posted on
4-13-23 1pm

Rational

1. 1. Admissions have remained the same since 2011.
2. No discounts for Active Duty / Veterans
3. No Free admission for those 80 years and older

Process

1. Fair Board / Staff performed a comparison study for similar fairs west of I-5 Corridor and selected similar-sized fairs throughout the state.
 - a. Average Adult Admission is \$10-12
 - b. Most comparisons charge for rodeo, logging show, music, etc.- Clallam County **Doesn't include *Demo Derby & Carnaval*
 - c. Many comps charge food vendors etc., a more significant portion of revenue than Clallam County. That cost is passed to the public.
 - d. Unaware of any comps hosting free kids' day
 - e. Most don't offer "Buy three days, get one-day free" season passes.

Fair Board / Staff Recommend

1. Increase rates as described.
2. Implement robust preseason ticket discounts. For example-\$10, preseason adult admission, \$12 day of adult admission
3. Continued
 - a. Free Kids Day
 - b. Free Rodeo, Logging Show, Music
 - c. New free admission for 80 + years of age
 - d. Discounts for active duty and veterans
 - e. Maintain "Buy three days, get one-day free" Season Passes



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 4-17-23

REGULAR AGENDA ☒ Meeting Date: 4-18-23

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Prior to the launch of the new County website the Clallam County IT Department hosted ordinances and fee tables on the Clallam County in-house web server. With the upgrade of the website and recent changes to Microsoft the IT Department can no longer host ordinances and fee schedules on our in-house server.

Requesting the BOCC to approve the attached Code Publishing proposal for document hosting services. Once approved Code Publishing and Clallam County will move forward to amend the current contract with Code Publishing to add the additional hosting service.

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?** ☐

Document hosting \$850 setup and \$100 annual maintenance fee (money in budget).

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

Request to approve the attached Code Publishing Proposal for document hosting services. Once approved Code Publishing and Clallam County will move forward to amend the current contract to add the additional hosting service.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and IT Department – Mark Doten

Relevant Departments: Board of Commissioners and IT Department

Date submitted: 4-14-23

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

Code Publishing Proposal 4-18-23
Revised: 3-04-2019

Document was submitted after the
agenda and packet were posted on

Added 18+4C
07/14/23

18
4/17/23
4C



A GENERAL CODE COMPANY

Proposal for Document Hosting Services

PREPARED FOR:

Clallam County, Washington

PREPARED BY:

EMILY WOOD

CODIFICATION ACCOUNT MANAGER

ewood@generalcode.com

800.836.8834

DATE:

April 12, 2023

(Valid for six months)

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Current subscriptions

Standard Web Hosting Package

\$500.00 annually

Save countless hours processing record requests and updating unwieldy codebooks. A great way to transition to a paperless code.

- **Settings** – Click on the settings icon  to change font contrast, size, type, and line spacing. ADA settings are here.
- **Browse Nested Subsections** – For codes with several levels of nested subsections, the subsection alphanumeric(s) display and can be shared, printed, or linked to.
- **Smart Search** – Returns the most relevant results, understands Boolean terms and includes multiple documents (see *Additional Document Hosting*). Chapters, sections and subsections also have their own "Search within This" tool.
- **Search All Codes** – This is our "Explore Codes" option in the user portal. There is no extra charge to search all codes in our database. Search within specific states or all states.
- **Share** – Print, save or share sections. Save as Word, PDF, etc., share via email or social media.
- **Sticky Table Headers** – Headers remain fixed while scrolling through a long table.
- **Code Citations** - Links to **internal** (including subsections) and **state** code sections where cited. See the **Code Citation** table. See *Previews* below.
- **Legislative History** – Filterable list of legislation. Clicking an enactment number brings up related information, including *links* to affected sections. Pending legislation is included. See also *History Linking* below.
- **History Linking** – Links between history notes and enactments on the *Legislative History* page, with timelines. See also *Additional Document Hosting*.
- **Custom Interface** – Customized look and feel, with banner, menus, fonts, colors and photos to match your website.

<https://telluride.municipal.codes>

<https://bellevue.municipal.codes>

Additional Enhancements

- | | |
|--|---|
| ☐ Versions – View and search previous versions of the code, and compare sections with markup (redlining) of changes. | (\$75.00 per hour setup, \$75.00 per year a la carte) |
| ☐ Previews – Includes Section Preview, Footnote Preview and Definition Preview (primarily for zoning). Hover over relevant citations or defined words to display pop-up text previews. | (\$75.00 per hour setup, \$295.00 per year a la carte) |

Tracking Updates

\$110.00 annually

- ☐ **Pending Updates** – Highlights sections affected by ordinances pending codification with a blue **Amended** tag in the table of contents and the code. Tags are linked to PDF files of new ordinances. Tags and PDF files are removed after the ordinances are codified.

- ☐ Recent Updates – Highlights sections containing recently codified ordinances with a green **Revised** tag in the table of contents and the code. Tags are removed after six months or on a custom schedule.

\$180.00 annually

Scope of Services

Hosting Ordinances, Resolutions and Other Documents

Code Publishing offers hosting of ordinances and resolutions (as well as other types of documents) as separately identifiable products and viewable as links to the products seen on the main code page. All documents are searchable using the same search engine as the municipal code. All files should be delivered to CPC as PDF files which have already been text recognized or in a format that allows text recognition. Filenames should be programmable (Ord201, Ord202, or Ord2020-01, Ord2020-02).

Hypertext links to ordinances, statutory citations (e.g., RCW and WAC), and other external web-hosted documents cited in the document will be included.

Code Publishing Company can host and update many types of municipal documents, using the same user-friendly interface and search engine as the code. These are just a few of the possibilities:

Document Types

- Separate Zoning / Development Codes (hosting costs included with Municipal Code)
- Comprehensive Plans / General Plans
- Area Plans / Special Plans
- Ordinances
- Resolutions
- Council or Commission Minutes
- Agendas
- Policies
- Engineering Standards

Choose as many document sets as you want, to be hosted along with or separately from the Municipal Code. Includes the same interface as the code. Enhancements are separate for each file set.

To view the actual text of ordinances, we do have an optional enhancement for our online codes that allows PDF files of all ordinances to be viewed. If you'd like more information on the costs and work involved, please contact Emily Wood.

Authorization/Agreement

Clallam County, WA, April 12, 2023

Scope Of Service: Ordinance and Ordinance Placeholder Hosting

All documents will be hosted as separately identifiable products and viewable as links to PDF files from the history note in addition to the products seen on the main page. All ordinance and ordinance placeholder files should be delivered to CPC with programmatic names.

Proposal

The City hereby agrees to the procedures set forth in the scope of services proposal and authorizes Code Publishing Company to proceed with adding ordinance and placeholder products to the County's Municipal Code website on the CPC web server. CPC will update the product as new files are submitted. No other terms of previous agreements have changed.

Document Hosting

- | | |
|---|-------|
| > Document Hosting of 470 Ordinances and 102 Ordinance Placeholders Setup | \$750 |
| > Document Hosting Annual Maintenance | \$100 |

Clallam County, Washington, hereby agrees to the procedures outlined above, and to *General Code's* Terms and Conditions, which are located here: [Terms and Conditions](#)

Clallam County, Washington

By: _____	Witnessed by: _____
Title: _____	Title: _____
Date: _____	Date: _____

Code Publishing, LLC/General Code, LLC

By: _____	Witnessed by: _____
Title: _____	Title: _____
Date: _____	Date: _____

This document serves both as a proposal and as an agreement. To accept this proposal and delegate authority to Code Publishing to administer the codification project, complete the form above, including authorized signatures. A signed copy of this agreement will be mailed back to Clallam County for its records.

Scan and email the completed for to contracts@generalcode.com. You may also return it by mail to General Code, 781 Elmgrove Road, Rochester, NY 14624.

Multiple Document Hosting Customers

JURISDICTION	DOCUMENTS	LINK
Seaside, CA	Linked history notes Searchable and hosted ordinances, resolutions, minutes and agendas	codepublishing.com/CA/Seaside
Snohomish County, WA	Linked history notes Searchable and hosted ordinances, resolutions planning policies	snohomish.county.codes/
Quincy, WA	Linked history notes Hosted ordinances	codepublishing.com/WA/Quincy/
Bellingham, WA	Linked history notes Searchable and hosted ordinances, resolutions	bellingham.municipal.codes/
Oak Harbor, WA	Linked history notes Searchable and hosted ordinances, policies, labor agreements	codepublishing.com/WA/OakHarbor/
Watsonville, CA	Linked and hosted ordinances	codepublishing.com/CA/Watsonville/
Monterey, CA	Linked history notes Searchable and hosted ordinances, resolutions	monterey.municipal.codes/
Cross Valley Water District, WA	Linked history notes Searchable and hosted resolutions, board minutes	codepublishing.com/WA/CrossValleyWaterDistrict/
Olympia, WA	Multiple documents	codepublishing.com/WA/Olympia/
Newburg, OR	Linked history notes; Hosted ordinances	codepublishing.com/OR/Newberg
Bellevue, WA	Linked history notes Searchable and hosted ordinances, resolutions	bellevue.municipal.codes/
Lakewood, WA	Linked history notes Hosted ordinances, resolutions, minutes	lakewood.municipal.codes/

A Member of the ICC Family of Solutions





AGENDA ITEM SUMMARY

APR 17 2023

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 04/17/2023**

REGULAR AGENDA ☒ **Meeting Date: 04/25/2023**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is the solicitation of bids for the annual supply contract for the 2023 Hot Mix Asphalt and CSS-1 Liquid Asphalt products for the year 2023.

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 2023 Road Fund budget includes the necessary monies required for the purchase of these materials.

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

We recommend that the Commissioners review, approve and authorize the Chair to sign the Invitation to Bids and schedule the bid opening for May 9, 2023.

County Official signature & print name: *Joe Donisi*, Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi & Brian Wahlsten

Relevant Departments: Public Works

Date submitted: 04/13/2022

* 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)

NOTICE OF INVITATION TO BID

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 E. Fourth Street, Room 150, Port Angeles, Washington, until 10:00 a.m., Tuesday, **May 9, 2023**, at which time they will be publicly opened and read aloud for the **2023 Hot Mix Asphalt and CSS-1 Liquid Asphalt Requirements** of the Clallam County Public Works Department.

Bid price is to include all applicable taxes and to include delivery to various locations. Complete specifications and bid forms may be obtained from the Public Works Department, 223 E. Fourth Street, Suite 6, Port Angeles, WA 98362, or by calling (360) 417-2319. All bidding and related questions regarding this supply contract may be directed to Brian Wahlsten at (360) 417-2378.

Sealed bids must be clearly marked on the outside of the envelope, "**BID PROPOSAL - 2023 HOT MIX ASPHALT REQUIREMENTS**". Address bid proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, WA 98362, or hand deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered, nor will bids received by facsimile or e-mail.

Clallam County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070; and reserves the right to reject any and all bids and to waive informalities in the process or to accept the bid which in its estimation best serves the interests of Clallam County.

APPROVED THIS _____ DAY OF _____, 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Loni Gores, CMC, Clerk of the Board

PLEASE PUBLISH: April 28 & May 5

PLEASE BILL: Clallam County Public Works Department
223 E. 4th St., Ste. 6
Port Angeles, WA 98362



9
APR 17 2023

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☒ Meeting Date 04/17/2023

REGULAR AGENDA ☒ Meeting Date: 04/25/2023

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | ☐ Budget Item |
| ☐ Resolution | ☐ Proclamation | ☒ Other Sole Source Purchase |
| ☐ Draft Ordinance | ☐ Final Ordinance | |
- Documents exempt from public disclosure attached: ☐

Executive summary:

This item is a 3-Bid Waiver Form to purchase a used 2019 Volvo Roller from Pac-West Machinery LLC.

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

This item is budgeted as a Capital Expenditure in the Road 2023 budget.

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

It is recommended that the Commissioners review, approve and sign this waiver, then authorize the Chair to sign the invoice when presented.

County Official signature & print name: Joe Donisi Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi & Brian Wahlsten

Relevant Departments: Public Works

Date submitted: 04/12/2023

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



**REQUEST FOR WAIVER OF
BID/RFP/QUOTE REQUIREMENT**

Department: **Public Works**

Date: 04/12/2023

Contract Number: 101-23-002

Pursuant to Clallam County Code Chapter 3.12, and Administrative Policy 560, a waiver of the Bid/RFP/Quote requirement for purchases of goods or services is requested.

Goods or Services to be Purchased: 2019 Volvo DD105 OSC Tandem Drum Vibratory Roller

Cost of Purchase: \$58, 627.00 + tax

Vendor to be Awarded Contract:

PacWest Machinery, LLC

I certify that after diligent inquiry, to the best of my knowledge the vendor indicated above is the sole provider of the goods/services detailed in this document.

By: Joe Domin 4-12-23
County Official Signature

Approved this _____ day of _____ 20

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair



Quote Valid for 90 days

Contract:
032119-
VCE
Date: 2/8/2023

Buying Agency:	Clallam County	Dealership:	PacWest Machinery, LLC
Contact Person:	Brian Wahsten	Prepared By:	Jeff Brown
Phone:	360-417-2378	Phone:	203-6-321-2699
Email:	bwahsten@co.clallam.wa.us	Email:	jbrown@pacwestmachinery.com

Sourcewell Product Code

J - Volvo Pricing Catalog: Tandem Drum Vibratory Rollers (Asphalt Compactors)

A. Catalog / Price Sheet Items being purchased

Quan		Unit Pr	Total
1	DD105OSC 2019 DD105 SN#580020 (325 hours)	\$121,164	\$121,164
Sourcewell Machine Price:			\$121,164
Additional Discount:			\$0
Subtotal A:			\$121,164

B. Sourced and/or Non-Contracted Items

Quan	Description	Unit Pr	Total
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
Subtotal B:			\$0

C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges

Freight	\$0
PDI	\$0
Discount for rental	-\$62,537
Subtotal C:	-\$62,537

Delivery Date:

D. TOTAL PURCHASE PRICE (A+B+C):

\$58,627

Version 19

[illegible]



10
APR 17 2023

AGENDA ITEM SUMMARY

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

Department: Public Works

WORK SESSION ☒ **Meeting Date: 4/17/23**

REGULAR AGENDA ☒ **Meeting Date: 4/25/23**

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

Item summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 414-23-002 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Request for Proposal |

Documents exempt from public disclosure attached: ☐

Executive summary:

Under Agreement No. WQC-2020-ClaCPW-00138 with the Department of Ecology (ECY), Clallam County Public Works was awarded \$100,000 in forgivable loans to undertake a value planning analysis of the alternatives for providing sanitary sewer services and wastewater treatment to the communities of Sekiu and Clallam Bay building upon the 2018 Clallam Bay/Sekiu General Sewer Facilities Plan. The project scope includes the development of additional alternatives considering affordability and sustainability, life cycle cost comparisons of the alternatives, and community and stakeholder engagement. The project results are intended to support the County's amendment of the 2018 Clallam Bay/Sekiu General Sewer/Facilities Plan including identifying the cost-effective alternative as the preferred alternative.

Clallam County entered into a personal services agreement contract (PSA), Contract#: 414-24-001, on April 21, 2021, with Wilson Engineering, LLC to conduct the value planning analysis, community and stakeholder process, and preparation of amendments to the 2018 Sewer Facility Plan. The 2021 PSA term was through December 31, 2021, with a contract maximum of up to \$79,500 to complete the scope of work. Consultant services paid for in 2021 totaled \$47,550.14.

The Agreement has lapsed without completion of the scope of work. The consultant continued work in 2022 to present to meet obligations under the 2021 scope of work. Key reasons for the delay of completing the scope of work by the consultants were waiting for Ecology requirements and guidelines for Puget Sound Nutrient Reduction. Another contributing factor was COVID impacts in 2021/2022 to their work resources.

The Department paid \$16,682.75 in 2022, but withheld payment of \$15,256 until receipt of deliverables. The Department did receive a key project deliverable in February 2023 containing the draft results of the value planning analysis and a draft Clallam Bay/Sekiu General Sewer/Facilities Plan Amendment document.

* 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)

The attached PSA is for Wilson Engineering, LLC is for a maximum amount of \$15,260, which is intended to allow for total payments to Wilson Engineering, LLC of \$79,500 as agreed upon under the 2021 PSA to complete the original scope of work. The remaining scope of work to be completed is Task 9 (Stakeholder Engagement) and 10 (Other Misc. Tasks) consistent with the original PSA. This remaining work includes assisting the County to submit sewer plan amendments to Ecology and to address any Ecology comments.

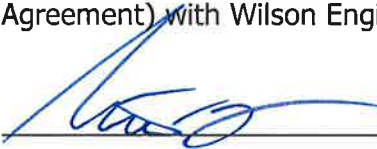
Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is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

The value planning analysis award under Ecology's Water Quality Combined Financial Assistance Program is for cost reimbursement up to \$100,000 under a forgivable loan. To date, a total of \$64,232.89 has been paid to Wilson Engineering, LLC for services rendered that has been reimbursed under the Ecology award. The Ecology award has also reimbursed the County \$30,320.64 for Public Works project staff costs leaving an award balance of \$5,446.47.

The remaining amount for Wilson Engineering, LLC to complete work is \$15,260. The \$9,813.53 difference not eligible for reimbursement under the value planning analysis award will be from 2023 budgeted professional service dollars from the Clallam Bay-Seki Sewer fund. The Department will be inquiring with Ecology for the ability to seek reimbursement under the County's recent Puget Sound Nutrient Reduction grant.

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

Sign the attached contract (Personal Services Agreement) with Wilson Engineering, LLC.

County Official signature & print name:  Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray & Ron Garcelon

Relevant Departments: Public Works

Date submitted: 4/12/2023

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



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: Wilson Engineering, LLC
Address: 805 Dupont Street, Suite 7
Bellingham, WA 98225
Phone N°: 360-733-6100

(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) – Business License and Certificate of 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 1st day of August 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2023.

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

CONTRACTOR

A handwritten signature in blue ink, appearing to read "Scott J. Wilson", written over a horizontal line.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Print name: Scott J. Wilson, PE

Title: Project Manager

Date: April 2nd, , 2023

ATTEST:

Loni Gores, Clerk of the Board

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

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

See attachment: Scope of Work

Tasks 1 – 8 were completed under PSA Contract #414-21-001.

This contract is regarding Task 9: Stakeholder Engagement as written in attached Scope of Work and Task 10: Miscellaneous Tasks as written in attached Scope of Work

Furthermore, the scope of work shall include: a) Address Clallam County Comments, b) Review from Clallam County & Submit amendment to Department of Ecology (DOE), c) Address DOE Comments, d) Final review from Clallam County & Submit final amendment to DOE

The goal of this project is to provide value planning for the wastewater projects identified in the 2018 Clallam Bay / Sekiu General Sewer & Wastewater Facilities Plan (2018 Plan). Amendments to the 2018 Plan will be per WAC 173-240, and specifically WAC 173-240-50 and 173-240-060. Value Planning amendments to the 2018 Plan will be prepared as part of this project evaluating both the wastewater collection system and the wastewater treatment system, updating the Capital Improvements Program (CIP), and assisting with the analysis of sewer revenue and user rate planning. The project will also include stakeholder communication to effectively involve all parties with an interest or involvement in the proposed projects. This scope of work assumes that the majority of the 2018 Plan is accurate and still relevant.

Task 1 - Project Management/Coordination/Meetings

This task covers the effort necessary to organize, lead, communicate with and coordinate all team members, subconsultants, and County staff needed to accomplish the work. Significant tasks include:

1. Coordinate the work of team members for project roles, schedules, budgets, and production and quality assurance/quality control (QA/QC) of all final documents.
2. Prepare agendas, meeting notes for meetings with County staff.
3. Prepare monthly invoices and progress reports with schedule and budget status.

Milestones/deliverables include monthly billing statements and meeting minutes as necessary.

Task 2 - Background Information / Existing Facilities Research

Under this task we will review and verify all background information on the existing sewer system and treatment plant, as well as the 2018 Plan, to gain a complete understanding of the process and the infrastructure as well as the status of ongoing or recent projects. This includes review of record drawings, previous Sewer Plans, previous WWTP Facility Plans, maps, interviews with County staff and other relevant data to understand the existing collection system and WWTP, and their operations. Also included is an evaluation of boundaries, Sewer Service Areas, and Growth Management Implications.

The deliverable will be updates to the existing conditions sections of the 2018 Plan in the form of an amendment.

Task 3 - Regulatory Requirements

This task includes verification and identification of all federal, state, county, and local regulations that affect the planning and design of anticipated sewer system or wastewater treatment plant improvements. The task will also include a review of the current Department of Ecology NPDES permit and anticipated future permit regulations including the new Nutrient Removal requirements. An updated SEPA checklist and agency coordination for determination will be included in the plan as part of this task.

This task will also include a review of available funding options.

The deliverable will be a summary of regulatory requirements and funding options presented as an amendment to the 2018 Plan.

Task 4 - Flows and Loadings Evaluation

Work under this task will verify and update the flows and loadings sections of the 2018 Plan considering existing and projected flows and loadings in the collection system and wastewater treatment plant. Flow and load projections from the 2018 Plan will be updated based on this new analysis. This evaluation and projection of future flows and loadings will be used to review the existing and potentially new alternatives in terms of sizing and treatment effectiveness.

The deliverable will be an update to the flows and loadings and projection of future flows and loadings section of the 2018 Plan presented in an amendment.

Task 5 - Treatment Plant Evaluation

This task will verify and, as necessary, re-evaluate the existing treatment plant and its components with respect to capacity, performance, reliability, redundancy, and compatibility with future regulations and growth. Included in this evaluation will be in-person inspection and a verification of staffing, infiltration and inflow, receiving waters, and land requirements.

The deliverable will be updates to the 2018 Plan as necessary in the form of an amendment.

Task 6 - Wastewater Collection System Evaluation

This task includes verification of the 2018 Plan evaluation and, as necessary, re-evaluation of the sewer collection system. The evaluation will consider regulatory compliance, accommodation to growth projections, pumping systems, sewer outfall, and infiltration and inflow. Each component will be evaluated for performance, condition and capacity. No sewer collection system modelling, flow monitoring, or I&I investigations are included in this scope at this time.

The deliverable will consist up updates to the relevant sections of the 2018 Plan presented as an amendment.

Task 7 - Alternatives Analysis

This task effort will re-evaluate existing alternatives presented in the 2018 Plan and explore additional alternatives for both the collection system and treatment plant improvements. Work will include updating the design criteria and re-evaluating alternatives for treatment effectiveness, cost effectiveness, reliability, operations and maintenance, redundancy, site considerations, and capacity for current and future flows and loadings. The task will also include providing additional detail and prioritization of the CIP project lists presented in the 2018 Plan. Work under this task will provide updates to the 2018 Plan for all recommended improvements to the collection system and wastewater treatment plant. Based on the alternatives analysis, a final recommendation will be made for the selected alternative. The final recommendations will include the necessary sizing and design calculations, conceptual site layouts, and other miscellaneous information if new alternatives are selected.

This task will also include an addition to the 2018 Plan for planning of nutrient removal upgrade alternatives to prepare for future Total Inorganic Nitrogen limits anticipated as part of the DOE NPDES permit and Nutrient General Permit. Nutrient removal planning will be incorporated into existing and new wastewater treatment plant alternatives. The existing plant will be evaluated for its current effectiveness at nutrient removal and a nutrient testing program will be implemented.

As part of this task, research and discussion will be performed for cost-benefit opportunities such as shared service agreements and regional partnerships.

Milestones/deliverables include a review and workshop with County staff and other stakeholders as necessary, and updates to the wastewater treatment alternatives sections and CIP projects of the 2018 Plan in the form of an amendment.

Water Reclamation and Reuse Evaluation

No water reclamation or reuse evaluation will be performed as part of this task.

Task 8 - Financial Analysis

This task will verify and re-evaluate cost estimates presented for alternatives and CIP projects in the 2018 Plan. Cost estimates will also be presented for any new alternatives evaluated. This task will estimate and describe the anticipated construction, engineering, permitting, and operations costs. Estimates will be evaluated for each treatment alternative in present worth dollars and over a 20-year life cycle cost.

The task also includes a review of sewer rate structure and revenue planning. We will prepare a sewer budget template including (1) existing operations costs as presented in the 2018 plan and as modified by County input, (2) projected CIP costs, (3) projected debt payments, (4) regular revenues, and (5) connection fees. We will evaluate cost of service and cost of “buying” a service connection. The template will allow for sensitivity analyses for setting rate increases over time, dependent on debt payments.

The deliverable will consist of updates to the 2018 Plan cost estimates plus the addition of any new estimates of new proposed alternatives and a budget template, presented as an amendment.

Task 9 - Stakeholder Engagement

This task includes stakeholder communication to effectively involve all parties with an interest or involvement in the proposed projects. This task includes communication, including presentations as appropriate, with elected officials and relevant non-Public Works County staff, the Clallam Bay Corrections Center, Department of Ecology, the Sewer Advisory Committee, and staff (operators & engineers). The task also includes presenting to and keeping the community rate payers informed on potential projects and costs. As part of this task a simple website will be maintained to update stakeholders on the status of projects.

This task assumes the following meetings and presentations:

- Virtual attendance (via Zoom, Bluejeans, or similar) at approximately Ten (10) County Council or Sewer Advisory Committee meetings.
- Two (2) virtual presentations as necessary to County Council, Sewer Advisory Committee, or town hall meetings.
- Two (2) in-person presentations as necessary to County Council, Sewer Advisory Committee, or town hall meetings.

This task includes planning level engagement with the Department of Corrections in pursuit of a joint facility. An extensive engagement effort is not included at this time, but can be added if a joint partnership seems viable.

The website prepared and hosted for this project as a subdomain to the www.wilsonengineering.com website, e.g., www.wilsonengineering.com/clallambaysekiusewer/

Task 10 - Miscellaneous Tasks

The following miscellaneous tasks will be included in the amendment to the 2018 Plan:

1. Map and Exhibit Preparation
2. SEPA Checklist Update

Approximate Project Schedule

TASK	COMPLETION
Notice to Proceed	Monday, April 26, 2021
Gather and review background information	Monday, May 17, 2021
Review planning info, update planning period and projections	Monday, May 31, 2021
Evaluate plant and alternatives and nutrient removal options	Wednesday, June 30, 2021
Prepare draft amendment and present to Clallam County	Friday, July 23, 2021
Address Clallam County Comments	Friday, August 06, 2021
Review from Clallam County & Submit amendment to DOE	Tuesday, August 10, 2021
Address DOE Comments (assuming 17 days, but up to 60 days)	Friday, August 27, 2021
Final review from Clallam County & Submit final amendment to DOE	Wednesday, September 01, 2021

ENGINEERING COSTS

TASK	COST
Task 1 – Project Management	\$5,000
Task 2 – Background Information	\$9,000
Task 3 – Regulatory Requirements	\$4,000
Task 4 – Flows and Loadings Evaluation	\$5,000
Task 5 – Treatment Plant Evaluation	\$12,000
Task 6 – Wastewater Collection System Evaluation	\$9,000
Task 7 – Alternatives Analysis	\$17,000
Task 8 – Financial Analysis	\$9,000
Task 9 – Stakeholder Engagement	\$7,000
Task 10 – Miscellaneous Tasks	\$2,500
Total Cost	\$79,500

Billing rates for work performed January 1 - December 31, 2021:

Principal Engineer	\$174
Senior Engineer	\$168
Engineer IV	\$158
Engineer III	\$145
Engineer II	\$135
Engineer I	\$124
Environmental / Permit Technician	\$92
Senior CAD Design Technician	\$110
CAD Design Technician	\$92
Inspector	\$97
Clerical	\$78
Senior Professional Land Surveyor	\$168
Hydrographer	\$180
Professional Land Surveyor	\$160
Senior Survey Technician	\$122
Survey Technician	\$97
1-Person Survey Crew	\$145
2-Person Survey Crew	\$215
3-Person Survey Crew	\$270
3-D Scanning Survey Crew	\$280
Hydrographic Survey Crew	\$320
1-Person Survey Crew Prevailing Wage	\$170
2-Person Survey Crew Prevailing Wage	\$265
3-Person Survey Crew Prevailing Wage	\$350

Sub-consultants – reimbursed at cost plus 8%

Reimbursable direct expenses – reimbursed at cost plus 8% - include (but are not limited to) the following:

Project application fees and project permit fees

Publication of notices

Reproduction of drawings and construction documents

Postage and shipping

Direct expenses for travel, meals and lodging outside of Whatcom and Skagit Counties

Mileage at project-current IRS mileage rate

Specialized Equipment Rental, at rental rate

COMPENSATION

1. ☐ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of _____ DOLLARS (\$) 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

See Attachment: Billing Rates

Hourly Rate

varies

Payments for completed tasks shall be made no more frequently than 4 ☒ 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 FIFTEEN THOUSAND TWO HUNDRED SIXTY SEVEN DOLLARS (\$15,267) for the completed work set forth in Attachment "A" TASKS 9 & 10.

2. AND

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

OR

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

OR

☒ **c.** Other (specify): _____

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

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

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

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

Name: Ronald Garcelon
Title: Utilities Program Manager
Address: 223 E. 4th St., Ste. 6
Telephone: 360-417-2441
E-mail: ron.garcelon@clallamcounty.gov
Fax: 360-417-2513

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

- ☒ **COMMERCIAL GENERAL LIABILITY:**
- | | |
|--------------------------------|----------------------------|
| Bodily injury, including death | \$1,000,000 per occurrence |
| | \$2,000,000 aggregate |
| Property damage | \$ per occurrence |
| | \$ aggregate |
- ☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)** \$1,000,000 per occurrence
- ☒ **WORKERS COMPENSATION:** Statutory amount

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

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

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

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

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

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

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

- ☐ 4. Other (specify):.



BUSINESS LICENSE

Limited Liability Company

WILSON ENGINEERING, L.L.C.
805 DUPONT ST STE 7
BELLINGHAM WA 98225-3128

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Mar 17, 2023

Unified Business ID #: 602028073

Business ID #: 001

Location: 0001

Expires: Apr 30, 2024

CITY ENDORSEMENTS:

BELLINGHAM GENERAL BUSINESS #025356 - ACTIVE
MOUNT VERNON GENERAL BUSINESS - NON-RESIDENT (EXPIRES 2/29/2024) - ACTIVE
ANACORTES GENERAL BUSINESS - NON-RESIDENT (EXPIRES 2/29/2024) - ACTIVE
BLAINE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SEDRO WOOLLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SEQUIM GENERAL BUSINESS - NON-RESIDENT (EXPIRES 9/30/2023) - ACTIVE
FRIDAY HARBOR GENERAL BUSINESS - NON-RESIDENT #102959 - ACTIVE
LYNNWOOD GENERAL BUSINESS - NON-RESIDENT (EXPIRES 3/31/2024) - ACTIVE
FERNDAL GENERAL BUSINESS - NON-RESIDENT #65374 - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

UBI: 602028073 001 0001

STATE OF WASHINGTON

Expires: Apr 30, 2024

WILSON ENGINEERING, L.L.C.
805 DUPONT ST STE 7
BELLINGHAM WA 98225-3128

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
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John Ryser



STATE OF
WASHINGTON

BUSINESS LICENSE

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805 DUPONT ST STE 7
BELLINGHAM WA 98225-3128
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STATE OF WASHINGTON

Expires: Apr 30, 2024

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NON-RESIDENT - ACTIVE
SEDRO WOOLLEY GENERAL

John Ryser

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370	CONTACT NAME: Jim Ledbetter PHONE (A/C, No, Ext): 360-626-2019 E-MAIL ADDRESS: jim.ledbetter@assuredpartners.com FAX (A/C, No): 360-626-2019
INSURED Wilson Engineering LLC 805 Dupont Street, Suite 7 Bellingham WA 98225	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: 6003745 1508	NAIC # 19682

COVERAGES**CERTIFICATE NUMBER: 1269193352****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab; Claims Made			52OH044992822	6/1/2022	6/1/2023	Per Claim Aggregate \$2,000,000 \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Value Planning Analysis for Clallam Bay Sekiu Sewer System Wastewater Treatment.

CERTIFICATE HOLDER**CANCELLATION**

Clallam County Public Works
223 East Fourth Street, Suite 6
Port Angeles WA 98362

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Rice Insurance LLC 1400 Broadway Bellingham WA 98225		CONTACT NAME: Rita Larsen PHONE (A/C, No, Ext): (360) 734-1161 FAX (A/C, No): (360) 734-1173 E-MAIL ADDRESS: rita@riceinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Insurance Company LTD	
		INSURER B: Hartford Accident and Indemnity Company	
		INSURER C: Alaska National Insurance Co.	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2312602907 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	52SBAAE2077	03/10/2023	03/10/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	52UECCD0116	03/10/2023	03/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	52SBAAE2077	03/10/2023	03/10/2024	EACH OCCURRENCE \$ 4,000,000
	AGGREGATE \$ 4,000,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	52SBAAE2077	03/10/2023	03/10/2024	PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
C	USL&H			23AWU08617	01/13/2023	01/13/2024	Each Accident \$100,000
	Disease Policy Limit \$500,000						
	Disease Each Limit \$100,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Value Planning Analysis for Clallam Bay Sekiu Sewer System Wastewater Treatment

Certificate Holder is Additional Insured, Waiver of Subrogation and Primary Non Contributory and Completed Operations per attached forms SS 00 08 04 05 and HA 99 16 03 12. Auto Additional Insured and Waiver of Subrogation apply per form HA99160312. 30-day Notice of Cancellation applies.

CERTIFICATE HOLDER

Clallam County Public Works 223 East Fourth Street, Suite 6 Port Angeles WA 98362	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY

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

APR 17 2023

SC

Department: DCD

WORK SESSION ☒ Meeting Date: 4-17-2023

REGULAR AGENDA ☒ Meeting Date: 4-18-2023

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 Clallam County Board of County Commissioners held a public hearing on April 11, 2023 regarding revisions to the Clallam County Sign Ordinance. Three written comments and three verbal comments were submitted to the Board for consideration. Following the hearing, the Board requested staff to add a definition of electronic signs to the definition section of the code and to bring the revised Code back for a second hearing on May 2, 2023.

Staff has added the definition for electronic signs to read: "Electronic sign" means a changeable sign that generally uses a matrix of illumination elements (such as light emitting diodes (LED), liquid crystal display (LCD), plasma display, individual light bulbs, or other digital analog electronic media) capable of displaying words, symbols, figures, images, or graphics that can be electronically programmed to change automatically.

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?)

Call for Hearing for the additional hearing to be conducted on May 2, 2023.

County Official signature & print name: _____

Bruce W. Emery
Bruce Emery

Name of Employee/Stakeholder attending meeting: Donella Clark, Principal Planner

Relevant Departments: DCD

Date submitted: 4-11-2023

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

Agenda 4-17-2023
Revised: 3-04-2019

PUBLIC HEARING
Proposed Ordinance titled "Signs"

NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners will conduct a public hearing on Tuesday, May 2, 2023 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The hearing may also be attended by Zoom by going to <https://zoom.us/join> or by calling 253-215-8782 and then enter Meeting ID: 875 561 7844 Passcode: 12345. The purpose of the public hearing is to receive public testimony on proposed changes to the Clallam County Zoning code, amending and adding definitions to the Sign Ordinance.

SUMMARY OF PROPOSAL: Clallam County is proposing revisions to the Sign Ordinance in order to update the Goals and Intent of the sign code, add 17 new definitions to help identify different types of signs previously undefined, revise Exempt and Prohibited signs to ensure content neutral standards, clarify permitting requirements, add standards for freestanding and façade signs and prohibit new electronic signs, remove specific zones listed in code, clarify nonconforming signs, and add language to streamline enforcement actions.

HOW TO COMMENT: All persons wishing to comment are welcome to either submit their written comments before the hearing is commenced or present written and/or oral comments in person during the public hearing. Written comments should be sent to the Clallam County Board of Commissioners, 223 East 4th Street, Suite 4, Port Angeles, WA 98362-3015.

DOCUMENTS AND INFORMATION: Copy of the Ordinance is available for review at the Clallam County Department of Community Development located in the Clallam County Courthouse at 223 E. 4th Street, Port Angeles, WA or <https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>.

In compliance with the Americans with Disabilities Act (ADA), appropriate aids and/or reasonable accommodations will be made available upon request. Requests must be received by the Commissioner's office (Phone: 360-417-2233; see address above) at least 7 days prior to the hearing. The facility is considered "barrier free" and accessible to those with physical disabilities.

Publish: April 22 and April 29

Bill: Dept. of Community Development

Loni Gores, Clerk of the Board

An ordinance amending Clallam County Code Chapter 33.57 Signs

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 33.57.010. ~~Goals and intent~~Purpose is amended to read as follows:

~~— (1) The goals of these sign regulations are:~~

~~(1a) To exempt certain signs from permitting requirements, prohibit specific signs as listed herein, and to establish minimum standards and permitting requirements for signs neither prohibited or allowed outright; encourage the effective use of signs as a means of communication in the County;~~

~~(b) To maintain and enhance the visual environment and the County's ability to attract sources of economic development and growth;~~

~~(2e) To minimize excessive lighting in rural Clallam County along designated scenic highways;~~

~~(3d) To maintain and enhance not impede scenic views along the County's scenic highways;~~

~~(4e) To improve traffic and pedestrian safety and to eliminateminimize distractions to vehicle drivers;~~

~~(5f) To minimize the potential adverse effects of signs on nearby public and private property;~~

~~(6) To prevent damage and personal injury from signs improperly constructed;~~

~~(7g) To ensure compliance with the Scenic Vistas Act and the Growth Management Act; and~~

~~(8h) To enable the fair and consistent enforcement of these sign regulations.~~

~~This chapter is adopted under the zoning authority of the County in furtherance of the more general purposes set forth in this title.~~

~~— (2) It is the intent of this chapter that signs may be erected, placed, established, painted, created or maintained in the County only in conformance with the standards, procedures, exemptions and other requirements of this chapter. The intent of this chapter, as more specifically set forth herein, is:~~

~~— (a) To permit a variety of types of signs in commercial and industrial zones and a limited variety of signs in other zones, subject to the standards of this chapter;~~

~~— (b) To permit certain signs which are small, unobtrusive, and incidental to the principal use of the lots on which they are located; provided, that these types of signs are not portable signs which often cause safety problems due to blockage of vehicle/pedestrian sight lines and are further subject to the substantive requirements of this chapter;~~

~~— (c) To bring existing, noneconforming signs which exceed an area/height/number cap set in this chapter into compliance with these standards after a set period of time in order to further the goals and intent set forth in this chapter;~~

~~— (d) To prohibit signs not expressly permitted by this chapter; and~~

~~— (e) To provide for monitoring and compliance with the provisions of this chapter. This chapter distinguishes between signs by their structural type and duration of use but to the maximum extent possible does not distinguish between signs by their content. Certain types of signs are classified as temporary if they are only up for a short and specified period of time. Signs required by law, public signs required for safety, and public signage, the purpose of which is to inform the traveling public of public roadside facilities, are exempt from the ordinance requirements.~~

Section 33.57.020. Definitions is amended to read as follows:

Except where specifically defined herein, all words used in this chapter shall carry their customary meanings. Words used in the present tense include the future, and the plural includes the singular. The word "shall" is mandatory; the word "may" denotes a use of administrative discretion in making a

decision. The words “used” or “occupied” shall be considered as though followed by the words “or intended, maintained, arranged or designated to be used or occupied.”

(1) “Abandoned sign” means a sign that, for a period of more than six (6) months, no longer correctly identifies, exhorts, or advertises any person, business, lessor, lessee owner, product or activity conducted or available on or off the premises on which the sign is located. Signage on a property which is continuously listed for sale or lease shall not be considered abandoned. ~~for a period of six (6) months after which it shall be considered abandoned and subject to conformance with this chapter.~~

(2) “Administrator” means the Director of the Clallam County Department of Community Development or ~~their~~ his/her designee.

(3) “Advertising” means to announce publicly by emphasizing a printed notice or to call public attention to desirable qualities so as to arouse a desire to buy or patronize. This also includes logos, borders, backgrounds and accents.

~~(4) “A-frame sign” or “Sandwich Board sign” means two usually hinged boards not permanently attached to the ground and generally oriented to pedestrians.~~

~~(5) “Animation” means the manipulation of electronic images in order to create moving images; or a sign depicting action, motion, light, or color changes through electrical or mechanical means.~~

~~(6) “Awning” means a shelter extending from the exterior wall of a building and composed of nonrigid materials except for the supporting framework.~~

~~(7) “Backlit sign” means a sign whose face is illuminated from behind.~~

~~(8) “Banner sign” means a flexible substrate on which copy or graphics are displayed. These signs can be mounted to a structure with a cord, rope, cable, or a similar method, or that may be supported by stakes in the ground. These signs are considered a temporary sign unless affixed to a building.~~

(94) “Building frontage” means the linear frontage of a building facing an abutting public or private street. When a building fronts on multiple streets, the building frontage shall be the one building front that would result in the greatest linear frontage.

~~(10) “Copy” means the words, logos, symbols, or message displayed on a sign.~~

~~(11) “Digital or Electronic components” means changeable copy that uses illumination (LED-light emitting diodes, LCD-light crystal display, plasma display, individual light bulbs) to display or project copy.~~

~~(12) “Electronic sign” means a changeable sign that generally uses a matrix of illumination elements (such as light emitting diodes (LED), liquid crystal display (LCD), plasma display, individual light bulbs, or other digital analog electronic media) capable of displaying words, symbols, figures, images, or graphics that can be electronically programmed to change automatically.~~

~~(13) “Exterior illuminated sign” means a sign illuminated by a light source that is directed toward and shines on the face of a sign.~~

~~(5) “Community event sign” means a temporary informational sign that pertains exclusively to a specific upcoming event sponsored by a nonprofit organization or by a governmental entity and is removed soon after the event.~~

~~(6) “Construction sign” means a temporary informational sign that identifies the architect, engineers, contractors, suppliers or grant agencies involved in construction project or announces the character of the building and is removed soon after completion of construction.~~

~~(7) “Election sign” means any sign which serves to influence, is intended to influence, or appears to be of the type which is commonly erected to influence, an election or ballot proposition.~~

(148) “Facade sign” means a sign which is attached parallel to and within nine (9) inches of the wall of a building, or vertical face of an awning or parapet which is supported by and confined

within the limits of such wall, awning or parapet and which displays only one sign surface. "Facade sign" also includes signs affixed to (within nine (9) inches at one point) or painted on an awning, canopy or roof so long as they do not extend above the primary roofline or more than eight (8) feet from the outside edge of the building. Soft drink dispensing machines will be considered a facade sign if located within nine (9) inches of the building.

(15) "Fade" means a mode of message transition on a digital sign accomplished by varying light intensity or color, where the first message gradually grows faint and disappears.

(16) "Feather, Flutter, Flag, or Blade sign" means a freestanding potable sign that contains a harpoon-style pole or staff driven into the ground for support that resembles a sail or flag made of fabric, or nylon, or a flexible material.

(179) "Flashing sign" means a sign or a portion thereof which changes light intensity or switches on and off in a repetitive pattern at less than one-minute intervals, or uses electrical energy to provide motion or the optical illusion of motion.

(1810) "Freestanding sign" means a sign which is supported by permanent uprights, pole or braces to the ground and which is not connected to a building.

(1911) "Grade" means the average elevation of the natural ground surface immediately below the sign before construction, exclusive of any filling, berming, mounding or excavating solely for the purpose of locating the sign; and provided, that when the elevation of the natural ground surface of a freestanding/monument sign is below the grade of the edge of the adjacent roadway, then the height of a freestanding or monument sign shall be measured from the grade at the outer edge of the roadway nearest the proposed sign location.

(2012) "Grand opening sign" means a temporary sign of no more than thirty (30) days' duration announcing the new opening of a store or a complete change in ownership or product line sold.

(2113) "Illuminated sign" means any sign illuminated in any manner by an on-site artificial light source. These signs include both exterior-illuminated and backlit signs.

(22) "Illegal sign" means any sign placed without proper approval or permits as required by any applicable zoning or building code and also any sign placed contrary to the terms of time limits of any permit, or out of compliance with any applicable code.

(23) "Legal Nonconforming sign" means any sign in existence within the County on the date of adoption of Ordinance 694 codified in the year 2000 which did not conform to all applicable laws in effect on the date the sign was originally erected. Also, those signs permitted under Ordinance 694 that do not conform to the standards herein.

(24) "Marquee" means a permanent, roof-like canopy with an integral sign that extends from part or all of the building face that may or may not project over a public right-of-way.

(25) "Memorial sign" means a sign memorializing a person, event, or significance related to a site, building, or structure.

(2614) "Monument sign" means a ground-related, freestanding sign which is attached to the ground or to its base on grade by a solid sign structure and which structure extends from the ground or base to the sign face at the same or greater width as the sign face. Banner signs on fences are considered a form of monument sign and are only allowed to be placed temporarily. Signs on fences are considered a form of monument sign.

(2715) "Multiple-business complex" means a group of structures housing at least two (2) separate businesses or agencies operating under separate State tax numbers, or a single structure containing more than one business with separating walls and at least one outside or inside access for each business which shares a common lot, access and/or parking facility operating under separate State tax numbers.

~~— (16) “Multiple-business complex sign” means a sign that is designated to identify a multiple business complex including directory signs for businesses within the complex.~~

(2817) “Mural” means an outdoor wall painting on a building which consists exclusively of paint applied to the wall or to framework attached within nine (9) inches of the wall and which contains no advertising.

(2918) “Noise” means any intended or unintended sound created by the sign or its installed equipment which exceeds forty (40) decibels as measured from the nearest point adjacent to the property or place of business, whichever is closer.

~~(19) “Noneonforming sign” means any sign in existence within the County on the date of adoption of the ordinance codified in this chapter which does not conform with the provisions of this chapter, but which did conform to all applicable laws in effect on the date the sign was originally erected.~~

(30) “Permanent sign” means a sign attached to a building, structure, or the ground, in a manner that enables the sign to resist environmental loads, such as wind, and precludes ready removal or movement of the sign.

(3120) “Portable sign” or “Movable sign” means any ~~moveable~~ sign which is not permanently affixed to the ground or a structure or building. This definition includes movable reader boards, outdoor soft drink dispensers located farther than nine (9) inches from a building and sandwich boards that are placed so as to be seen from public right-of-ways.

(3221) “Primary roofline” means the roofline under which a majority of the square footage of the business is located.

(3322) “Real estate sign” means a temporary sign advertising real estate for sale, rent or lease.

(34) “Rotating sign” means a moving sign that physically revolves about an axis.

(35) “Sidewalk sign” means a moveable sign not secured or attached to the ground or surfaces upon which it is located, supported by its own frame.

(3623) “Sign” means any object, device, fixture, placard, banner, structure or portion thereof, including any letters, figures, design, symbol, trademark or device that uses any color, form, graphic, illumination, symbol or writing intended to advertise, announce the purpose of, or identify the purpose of a person or entity, or to attract attention to any message, activity, service, place, subject, person, firm, corporation, public performance, article, machine or merchandise or to communicate information of any kind to the public, and which is visible from any right-of-way open to the public. Lighting that highlights an architectural feature of a building and does not consist of lettering, symbols or graphics shall not be considered a sign.

(3724) “Sign area” means the ~~entire~~ face of the sign, including advertising surface, backlit surface, ~~but does not include and~~ any framing, trim or molding, ~~or supporting structure, but does not include the supporting structure.~~ Sign area is measured by multiplying the maximum horizontal width by the maximum vertical width. The surface area of a sign painted on a wall, awning or roof shall be measured by multiplying the maximum width of the copy by the maximum length of the copy. Sign areas may also be calculated by measuring the smallest square, circle, rectangle, triangle or combination thereof that will encompass the extreme limits of the advertising copy, together with any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed, including an awning. Supportive framework which contains no written copy or other advertising and is clearly incidental to the display itself shall not be included in sign area calculations; provided, that the sign support structure shall be the minimum necessary to support the sign. For the purpose of this chapter the total sign area of any two (2) faced sign with parallel faces or V-type sign having an interior angle of forty-five (45) degrees

or less shall be calculated as the area of the larger of the two (2) faces or one face if equal in size. All other multiple-faced or paneled signs shall be the total area of all faces or panels combined.

(3825) "Sign surface" means any surface of a sign upon which there is lettering, logos, symbols, or other advertising.

(3926) "Sign height" means the vertical distance from grade to the highest point of a sign or any projection thereof.

(4027) "Sign structure" means any structure that supports or is capable of supporting any sign as defined in this chapter. A sign structure may be a pole or poles, or may be an integral part of a building. Structures that perform a separate use, such as a telephone booth, bus shelter, recycling or used goods container, etc., shall not be considered a sign structure. Sign structures shall be the minimum necessary to support the sign and shall not depict any product being advertised.

(4128) "Street" means a public or private way open to the general public for the purpose of vehicular traffic, including all classes of roadways and easements.

(4229) "Temporary sign" means a nonpermanent sign intended for use for a short period of time, which includes election signs, construction signs, real estate signs, grand opening signs, community event signs and residential yard sale signs.

(4330) "Under common ownership" describes a situation where one person, corporation, legal entity or related legal entities owns contiguous properties occupied by closely related businesses in which case these businesses will be considered to be one business, operating on one property for the purpose of applying this chapter (i.e., a car dealership may cover multiple contiguous parcels and have several related businesses on these parcels but shall be considered to be "under common ownership" for the purpose of interpreting the provisions of this chapter).

(4431) "Vehicular signs" are signs affixed or painted on work vehicles, tractor-trailers, busses, vans or other vehicles.

(45) "Window sign" is any sign viewable through and/or affixed in any manner to a window or exterior glass that is intended to be viewable from the exterior. These signs count toward the square footage of façade signs.

Section 33.57.030060. Exempt signs is amended to read as follows:

The following types of signs shall be exempt from the standards established within this code and from the certificate of compliance requirements permitting requirements of this chapter; provided, that the any standards in this section are met:

(1) Official notices authorized by a court, public body or public safety official, provided they are removed within seven (7) days after conclusion of the subject of notification;

(2) Directional, warning or information signs authorized by federal, State or municipal governments or signs required by law not exceeding 200 square feet of sign area and twenty (20) feet in height. Directional signs located within State or County right-of-way shall be administered by State standards for directional signs and, if within Clallam County right-of-way, shall be administered by the Motorist Informational Sign Ordinance, Chapter 9.21 CCC;

(3) Memorial plaques, building identification signs and building cornerstones which are cut or carved into a masonry surface or when made of noncombustible material and made an integral part of the building or structure. Plaques, tablets, or inscriptions indicating the name of a building, its date of erection, or other commemorative information, which are an integral part of the building structure or are attached flat to the face of the building, and which are not illuminated, except incidentally from light sources used for other purposes;

(4) Sculptures, murals, landscape features, fountains, mosaics, religious symbols, and design features which do not incorporate advertising or identification;

(5) The flag of a recognized government or noncommercial institution such as a school;

(6) Traffic or pedestrian control signs or signals, or signs indicating scenic or historic points of interest which are erected by, or on the order of, a public officer in the performance of his/her public duty;

(7) Exterior signs or displays not visible from streets or ways open to the public;

(8) "No trespassing," "no dumping," "no parking," "private," and other informational warning signs which shall not exceed four (4) square feet in surface area and eight (8) feet maximum height above grade;

(9) Commercial or residential address signs with lettering not exceeding twelve (12) inches in height and newspaper boxes located within ten (10) feet of an existing commercial/industrial building; and

(10) Election signs no greater than thirty-two (32) square feet in area and five (5) feet in height above grade. Signs erected in anticipation of an election (for the purpose of advertising a candidate or proposal) shall be no greater than thirty-two (32) square feet in area and ten (10) feet in height above grade and shall be compliant with WAC 468-66-050 regarding removal;

(11) Replacement of legal nonconforming signs if not changed in height, shape, size, lighting/illumination and does not affect the structure of the sign;

(12) Painting, cleaning, refacing, or replacement of defective parts;

(13) Signs at a construction site, no more than three signs and no greater than 32 square feet each, that may identify the architect, engineers, contractors, supplies, or grant agencies involved in the construction project or announces the character of the building. Signs not permitted shall be removed fourteen days after construction is complete;

(14) Signs advertising real estate for sale, rent, or lease, no greater than thirty-two (32) square feet, and removed after the real estate transaction is complete;

(15) Grand opening or closing displays, such as temporary banners, flags, or balloons, are allowed to remain for a period of fourteen days from setup of the display, to announce the opening of a completely new business, new management, or closing of the business;

(16) Banner signs displayed for 3 months as a temporary monument sign used by businesses within commercial zones. Banner signs shall not be used as permanent monument signs. Banner signs affixed to a wall shall be required to be permitted as façade signs.

(17) Portable signs used to provide traffic and directional information during events or for agricultural businesses that do not block safety sign lines of motorists pulling into or out from a business or within safety sight triangles on corner lots, and are removed immediately upon conclusion of the event or the end of the harvest season.

Section 33.57.040070. Prohibited signs is amended to read as follows:

The following signs or displays are prohibited, except as otherwise specifically allowed within this chapter, and subject to enforcement action and/or removal by the County. Prohibited signs are subject to removal by the County at the owner's or user's expense.

(1) Signs which, by reason of their size, location, movement, content, coloring or manner of illumination may be confused with or construed as a traffic control sign, signal, or device, or the light of an emergency or radio equipment vehicle; or which obstruct the visibility of any street sign or signal device;

(2) Signs erected, altered or relocated without a permit issued by the County or any other governmental agency that requires a permit under law;

(32) Signs identifying activities, products, businesses or services which have been discontinued for more than six (6) months on the premises upon which the signs are located;

(43) Private signs on public utility poles;

(5) Any sign that interferes with safe sight distances (determined by the County Road Department) at an intersection or causes an intersection to be illuminated;

(64) Portable signs, except if placed as an exempt sign as listed in section 33.57.030, but that shall not due to fact that they are often placed where they block safety sight lines of motorists pulling into or out from a business or within safety sight triangles on corner lots;

(5) Signs erected, altered or relocated without a permit issued by the County or any other governmental agency that requires a permit under law;

(76) Signs that rotate or have a part or parts that move or revolve shall not be permitted in any zone except for the face of a clock less than six (6) square feet in size;

(87) Signs or advertising displays consisting of clusters of posters, banners not affixed to a building wall, pennants, ribbons, streamers, strings of lights other than holiday lights used exclusively for decorative purposes, spinners, twirlers or propellers, flashing signs, rotating or blinking lights, chasing or oscillating lights, light projections on other natural or manmade surfaces, television type video, flares, balloons, inflatable signs, bubble machines and similar devices of carnival nature, or containing elements creating sound greater than 40 decibels as measured from the nearest adjacent property or business boundary shall not be permitted in any zone;

(9) Banner signs that do not meet the exemption listed under 33.57.030;

(10) Pennants, ribbons, streamers, strings of lights other than holiday lights used exclusively for decorative purposes, spinners, twirlers or propellers, flashing signs, rotating or blinking lights, chasing or oscillating lights, light projections on other natural or manmade surfaces, television type video, flares, balloons, inflatable signs, bubble machines and similar devices of carnival nature, or containing elements creating sound greater than 40 decibels as measured from the nearest adjacent property or business boundary shall not be permitted in any zone;

(11) Parking of vehicles with the sole intent to remain stationary for more than three days for purposes of using the signage in or on the vehicle as advertising. Parking of registered vehicles on property with a company message is not considered intentionally advertising;

(812) Signs within the public right-of-way unless erected by Clallam County or the State of Washington. These signs are subject to removal by the Clallam County Road Department.

(13) Electronic signs.

Section 33.57.050030. Permitting Certificate of compliance is amended to read as follows:

No sign may be erected, relocated, constructed, or altered within the areas of the County under Clallam County jurisdiction without a permit obtained from the Clallam County Department of Community Development. A certificate of compliance for a sign is used to track sign installations for record keeping and to ensure all signs erected after passage of this chapter are in conformance with the chapter. No sign may be erected within the areas of the County under Clallam County jurisdiction without a certificate of compliance obtained from the Clallam County Department of Community Development unless specifically it is a temporary sign or an exempt sign under this code (CCC 33.57.03033.57.080). Painting, cleaning, refacing, or replacement of defective parts may be completed without a permit; however, replacement of the sign structure will need to be reviewed by the building department to determine if a building permit is required in accordance with the International Building Code. No noneconforming sign maintenance, except exchanging the area of existing advertising copy for a business not changing land use category or repainting to freshen faded or damaged advertising copy shown on the face of the sign for a business not changing land use category or changing lighting tubes/bulbs with bulbs of the same or lesser intensity, is allowed without a certificate of compliance.

The application for permitting a sign shall include drawings and details of the proposed sign, associated support structure and method of attachment, drawing of all exterior lighting (if any), a site plan with location of all proposed and existing signs, and dimensions of all existing signs.

Section 33.57.060040. Commercial and industrial sign standards is amended to read as follows:

The following standards shall apply to signs placed on property zoned commercial or industrial: There are only four (4) basic types of signs that are used by business and industry. Those four (4) types include signs that are attached to the building (facade), signs that are set apart from the building (freestanding/monument), vehicular signs and temporary signs that are needed when certain conditions are met. Any sign that cannot be configured to qualify as one of these four (4) sign types and is not an exempt sign is prohibited in all zones. The time, place, number and manner regulations of these four (4) types of signs is as follows:

— (1) The total area of signage attached to any face of the building(s) in one or more facade signs shall not exceed the square footage limit for a facade signage of one square foot of sign area for each linear foot of building frontage facing a single public or private road. No facade sign may extend above the primary roofline or project more than eight (8) feet from the roofline edge of the building. For multiple business complexes each business within a plaza may have one facade sign attached to the commercial structure that is limited to one square foot of sign area per linear foot of each businesses building frontage.

(12) FA freestanding sign, or monument signs, shall meet the following standards:

a. Shall be designed so they appear firmly anchored to the ground with a base width at least forty percent (40%) of the total sign width;

b. Integrates a top, middle, and base element;

c. One sign permitted for each business not part of a multiple-business complex; within a commercial or industrial zone shall be limited to one sign for each area of land under common ownership that is not the site of a multiple-business complex.

d. Shall be designed as an integrated architectural feature of the site and include durable high-quality materials that complement the design of on-site buildings;

e. Located outside of the public right-of-way;

f. Shall include one square foot of decorative landscaped area around the base of the sign per one square foot of sign area. Landscaping shall include ground cover and/or non-invasive shrubs, and encourage the use of native, drought-tolerant plantings;

g. This one sign (either freestanding or monument) shall not exceed thirty-two (32) square feet of sign area and shall not exceed ten (10) feet in height above grade. Except for multiple-business complexes advertising multiple businesses;

h. Multiple-business complex signs shall be limited to, one freestanding sign or one monument sign may be used to advertise the plaza or complex name and the businesses within the complex. This sign shall be limited to one sign not exceeding the signage area limit of 100 square feet and whose height shall not exceed ten (10) feet in height above grade shall be used to advertise the complex name and the businesses within the complex. The business complex name shall be distinct from the names of the tenants, and can be included on a distinctive sign cap. The sign may not be used entirely for only on tenant unless it is limited to 32 square feet. Individual tenants in a multiple-business complex may not erect individual freestanding signs.



- i. Sign copy shall not exceed fourteen (14) feet in height above grade and the structure shall be maximum fifteen (15) feet above grade;
- j. Sign may be internally or externally illuminated and shall have a steady, stationary, fully shielded light source with a brightness of no greater than 0.3 foot candles at the property line and shall contain no electronic/digital components, unless displaying a numeric price per unit of a fixed item, such as the current price of gasoline at a gas station;
- k. Illumination of a business's fleet or outside inventory shall be considered advertising and shall not exceed brightness of no greater than 0.3 foot candle at the property line.

(2) Façade sign(s) shall meet the following standards:

- a. The total area of signage attached to any face of the building(s) shall not exceed a total of one square foot of sign area for each linear foot of the building frontage facing a single public or private road. Banner signs affixed to a wall count toward the total square footage for façade signs. For multiple-business complexes each business within a plaza may have one façade sign attached to the commercial structure, limited to one square foot of sign area per linear foot of each businesses building frontage;
- b. Shall not extend above the building parapet soffit, eave line, or primary roofline of the building;
- c. The sign frame shall be concealed or integrated into the building's architectural character in terms of form, color, and materials;
- d. Marquee, awning, and window signs will be considered façade signs;
- e. Shall be placed a minimum of eight feet above a sidewalk or walkway;
- f. Sign may be internally or externally illuminated and shall have a steady, stationary, fully shielded light source with a brightness of no greater than 0.3 foot candles at the property line and shall contain no electronic/digital components, unless displaying a numeric price per unit of a fixed item, such as the current price of gasoline at a gas station.

~~(3) Vehicular signage visible from a State scenic and recreational highway shall be limited to thirty-two (32) square feet and vehicular signage shall be set back from the lot line or right of public use line that fronts on the State scenic and recreational highway a minimum of fifty (50) feet. Firm identification signage and other signage at the minimum sizes required by State or federal law on commercial/industrial vehicles shall not be calculated as part of the thirty-two (32) square foot signage limitation. Work vehicles making a delivery or making a service call away from the home base of the business are not subject to this provision, as the purpose of this provision is to prevent vehicular signs from being used as a form of long-term freestanding sign. Likewise, local franchise holders for national moving van companies are not subject to the square footage limitation of this provision, as the local franchise holder has no control over the size of signage on the vehicles.~~

~~(4) When the conditions for a temporary sign are met, one temporary sign may also be allowed on a commercial/industrial property. Conditions present to qualify for a temporary sign would include the sale of property/business, a grand opening, construction of a business, and when advertising a community event. Such signage is limited to one unlit thirty-two (32) square foot sign that shall not exceed five (5) feet in height above grade.~~

~~(5) Externally illuminated signs shall not exceed background area average illumination levels when measured five (5) feet beyond any vertical surface of the sign; lighting fixtures shall be carefully located, aimed and shielded so that light is only directed on to the sign surface with a light source that is not directly visible from the adjacent roadway. Internally illuminated signs using 800~~

~~milliamp ballasts shall not have lamps spaced closer than twelve (12) inches apart or if using 425 milliamp ballast shall not be closer than six (6) inches apart.~~

~~———— (6) Commercial/Industrial zoning includes the following zoning districts~~

~~———— Zone Name~~	~~Zoning Symbol~~
~~———— Light Industrial~~	~~LI~~
~~———— Industrial~~	~~M~~
~~———— Commercial~~	~~GC~~
~~———— Tourist Commercial~~	~~TC~~
~~———— Western Region Rural Center~~	~~WRC~~
~~———— Urban Center~~	~~UC~~
~~———— Urban Regional Commercial~~	~~URC~~
~~———— Urban Neighborhood Commercial~~	~~UNC~~
~~———— Rural Center~~	~~CEN~~
~~———— Rural Limited Commercial~~	~~RLC~~
~~———— Rural Neighborhood Commercial~~	~~RNC~~
~~———— Carlsborg Commercial~~	~~CC~~
~~———— Rural Village~~	~~RV~~
~~———— Rural Commercial~~	~~RC~~
~~———— Sequim General Retail District~~	~~S(GC)~~
~~———— Sequim Light Manufacturing~~	~~S(LM)~~
~~———— Sequim Bypass Commercial~~	~~S(BC)~~
~~———— Sequim Neighborhood Commercial~~	~~S(NC)~~

Section 33.57.070050. Residential/Resource zoning district sign standards is amended to read as follows:

~~———— The following standards shall apply to signs placed on property zoned residential or resource: There are only four (4) basic types of signs that are used in residential/resource zones. Those four (4) types include signs that are attached to the building (facade), signs that are set apart from the building~~

(freestanding/monument), vehicular signs and temporary signs that are needed when certain conditions are met. Any sign that cannot be configured to qualify as one of these four (4) sign types and is not an exempt sign is prohibited in all zones. The time, place, number and manner regulations of these four types of signs is as follows:

(1) Freestanding, monument and facade signage in Residential/Resource zoning districts, regardless of use, is limited to one unlit sign freestanding or facade sign;

(2) Sign shall contain no electronic or digital components or be illuminated;

(3) Sign shall be no more than of one type with a maximum of six (6) square feet of signage; on residentially zoned property and no more than -and provided, that within a Commercial Forest zoning district (CF) the maximum sign size is twenty (20) square feet of signage on resource zoned property; -

(42) Freestanding sign If the one sign allowed is a freestanding sign or monument sign, it shall not exceed five (5) feet in height above grade and shall be unlit. no facade sign may extend above the primary roofline.

(3) Vehicular signage visible from a County road or State scenic and recreational highway shall be limited to a total of thirty-two (32) square feet and vehicular signage shall be set back from the lot line or public right of use line that fronts on the State scenic and recreational highway a minimum of 100 feet. On parcels that predate the effective date of this chapter that cannot meet the 100-foot vehicular sign setback due to lack of lot depth, vehicular signs can be parked within twenty (20) feet of the lot line farthest from the scenic and recreational highway. Firm identification signage and other signage at the minimum sizes required by State or federal law on commercial/industrial vehicles shall not be calculated as part of the thirty-two (32) square foot signage limitation. Work vehicles making a delivery or making a service call away from the home base of the business are not subject to this provision, as the purpose of this provision is to prevent vehicular signs from being used as a form of long-term freestanding signs.

(4) When the conditions for a temporary sign are met, one temporary sign may also be allowed on a Residential/Resource property. Conditions present to qualify for a temporary sign would include property/home sale and when advertising a community event. Such signage is limited to one unlit six (6) square foot sign for a property/home sale, construction sign and community event and shall not exceed five (5) feet in height above grade.

(5) Residential/Resource Zoning includes the following zoning districts

<u>Zone Name</u>	<u>Zoning Symbol</u>
<u>Urban Moderate Density</u>	<u>MD</u>
<u>Urban Very Low/Urban Low Density</u>	<u>VLD/LD</u>
<u>Urban Low Density</u>	<u>LD</u>
<u>Urban Very Low Density</u>	<u>VLD</u>
<u>Urban Residential Low</u>	<u>URL</u>
<u>Urban Residential High</u>	<u>URH</u>

Zone Name	Zoning Symbol
Rural Low Mixed	RLM
Rural Character Conservation-3	RCC3
Rural Character Conservation-5	RCC5
Quillayute Residential	QR
Western Regional Rural	RW1
Rural	R1
Rural Suburban Community	RSC
Western Regional Rural Moderate	RW2
Rural Moderate	R2
Western Regional Rural Low	RW5
Rural Low	R5
Rural Very Low	R20
Commercial Forest/Mixed Use-5	CFM5
Commercial Forest/Mixed Use-20	CFM20
Commercial Forest	CF
Agricultural Retention	AR
Public Land	P
Airport Overlay District	AO
Open Space Overlay/Open Space Corridors	OS
Sequim Urban Residential—I	S(R-I)
Sequim Urban Residential—II	S(R-II)
Sequim Urban Residential—III	S(R-III)
Sequim Urban Residential—IV	S(R-IV)

~~Section 33.57.060. Exempt signs is amended to read as follows:~~

~~The following types of signs shall be exempt from the standards established within this code and from the certificate of compliance requirements of this chapter; provided, that any standards in this section are met:~~

~~(1) Official notices authorized by a court, public body or public safety official, provided they are removed within seven (7) days after conclusion of the subject of notification;~~

~~(2) Directional, warning or information signs authorized by federal, State or municipal governments or signs required by law not exceeding 200 square feet of sign area and twenty (20) feet in height. Directional signs located within State or County right-of-way shall be administered by State standards for directional signs and, if within Clallam County right-of-way, shall be administered by the Motorist Informational Sign Ordinance, Chapter 9.21 CCC;~~

~~(3) Memorial plaques, building identification signs and building cornerstones which are cut or carved into a masonry surface or when made of noncombustible material and made an integral part of the building or structure. Plaques, tablets, or inscriptions indicating the name of a building, its date of erection, or other commemorative information, which are an integral part of the building structure or are attached flat to the face of the building, and which are not illuminated, except incidentally from light sources used for other purposes;~~

~~(4) Sculptures, murals, landscape features, fountains, mosaics, religious symbols, and design features which do not incorporate advertising or identification;~~

~~(5) The flag of a government or noncommercial institution such as a school;~~

~~(6) Traffic or pedestrian control signs or signals, or signs indicating scenic or historic points of interest which are erected by, or on the order of, a public officer in the performance of his/her public duty;~~

~~(7) Exterior signs or displays not visible from streets or ways open to the public;~~

~~(8) "No trespassing," "no dumping," "no parking," "private," and other informational warning signs which shall not exceed four (4) square feet in surface area and eight (8) feet maximum height above grade;~~

~~(9) Commercial or residential address signs with lettering not exceeding twelve (12) inches in height and newspaper boxes located within ten (10) feet of an existing commercial/industrial building; and~~

~~(10) Election signs no greater than thirty-two (32) square feet in area and five (5) feet in height above grade.~~

~~Section 33.57.070. Prohibited signs is amended to read as follows:~~

~~The following signs or displays are prohibited, except as otherwise specifically allowed within this chapter. Prohibited signs are subject to removal by the County at the owner's or user's expense.~~

~~(1) Signs which, by reason of their size, location, movement, content, coloring or manner of illumination may be confused with or construed as a traffic control sign, signal, or device, or the light of an emergency or radio equipment vehicle; or which obstruct the visibility of any street sign or signal device;~~

- ~~———— (2) Signs identifying activities, products, businesses or services which have been discontinued for more than six (6) months on the premises upon which the signs are located;~~
- ~~———— (3) Private signs on public utility poles;~~
- ~~———— (4) Portable signs, due to fact that they are often placed where they block safety sight lines of motorists pulling into or out from a business or within safety sight triangles on corner lots;~~
- ~~———— (5) Signs erected, altered or relocated without a permit issued by the County or any other governmental agency that requires a permit under law;~~
- ~~———— (6) Signs that rotate or have a part or parts that move or revolve shall not be permitted in any zone except for the face of a clock less than six (6) square feet in size;~~
- ~~———— (7) Signs or advertising displays consisting of clusters of posters, banners not affixed to a building wall, pennants, ribbons, streamers, strings of lights other than holiday lights used exclusively for decorative purposes, spinners, twirlers or propellers, flashing signs, rotating or blinking lights, chasing or oscillating lights, light projections on other natural or manmade surfaces, television type video, flares, balloons, inflatable signs, bubble machines and similar devices of carnival nature, or containing elements creating sound greater than 40 decibels as measured from the nearest adjacent property or business boundary shall not be permitted in any zone;~~
- ~~———— (8) Signs within the public right-of-way unless erected by Clallam County or the State of Washington.~~

Section 33.57.080. Legal Nonconforming signs is amended to read as follows:

~~It is the intent of this section to ensure that nonconforming signs are brought into compliance with standards with the standards of this code. of exeptional size and height are reduced in size and height in accord with this section and to ensure that nonconforming signs are retrofitted into conforming signs as expeditiously and fairly as possible while avoiding any unreasonable invasion of established property rights.~~ The following standards apply to nonconforming signs:

~~(1) Residential/Resource Zones: A nonconforming sign shall not be altered in height, shape, size, lighting/illumination, or affect the base or support without conforming with the provision of this chapter. No off-premise sign shall add electronic/digital components to a sign and existing electronic/digital signs shall be no greater than 0.3 foot candles above ambient light (includes day and night) and shall remain static for a minimum of 10 seconds, changing instantaneously to avoid startling flashing of lights, and shall transition without animation;~~

~~(2) A nonconforming sign may be maintained as long as the nonconformity of the sign is not increased.~~

~~(3) Properties with nonconforming signage shall only be allowed new or replacement signage requiring a permit after an equivalent number of nonconforming signs on the property are brought into conformance with standards of this chapter.~~

~~(a) Existing, legally erected, nonconforming freestanding signs greater than 128 square feet in area and/or taller than fifteen (15) feet shall be reduced to this standard (128 square feet in area/fifteen (15) feet in height).~~

~~(b) A property whose commercial use predates the existence of a zoning code in Clallam County shall be able to retain one existing, legally erected, nonconforming freestanding sign between thirty-two (32) square feet and 100 square feet in area and fifteen (15) feet in height but any sign larger than this standard shall be reduced to this standard. All existing, legally erected, nonconforming facade signage may be retained but shall not be enlarged in area or changed in location.~~

~~(c) All existing, legally erected, nonconforming, freestanding signs not covered in subsections (1)(a) or (1)(b) of this section which are greater than twenty (20) square feet in area and/or taller than five (5) feet shall be reduced to this standard.~~

~~———— (2) Commercial/Industrial Zones:~~

~~———— (a) Existing, legally erected, nonconforming, freestanding signs greater than 128 square feet in area and/or taller than fifteen (15) feet shall be reduced to this standard (128 square feet in area/fifteen (15) feet in height).~~

~~———— (b) A property with one or more existing, legally erected, nonconforming, freestanding sign(s) larger than 128 square feet covered by subsection (2)(a) of this section, that also has a secondary sign larger than thirty-two (32) square feet but smaller than 128 square feet may retain such secondary, existing nonconforming, freestanding sign; provided, that if it is greater than sixty-four (64) square feet in size and fifteen (15) feet in height then it must be reduced to this standard.~~

~~———— (c) A property with no existing, legally erected, nonconforming, freestanding sign(s) larger than 128 square feet may retain one existing, legally erected, nonconforming freestanding sign between thirty-two (32) square feet and 100 square feet in size and fifteen (15) feet in height but any sign larger than this standard shall be reduced to this standard if a single sign or the standards below if more than one sign exceeds this standard.~~

~~———— (d) All existing nonconforming, freestanding signs not covered in subsections (2)(a), (2)(b) or (2)(c) of this section shall be reduced to the new sign standard of thirty-two (32) square feet in area and ten (10) feet in height.~~

~~———— (e) All existing, legally erected, nonconforming facade signage erected prior to the passage of the 1993 sign code may be retained but shall not be enlarged in area or changed in location.~~

~~—— (3) Clallam County passed a comprehensive sign code in 1993. Since the 1993 sign code did not require nonconforming signs to come into compliance, all owners of legally erected, nonconforming signs have already had at least seven (7) years to amortize their signs. Nonconforming signs which must be brought into conformance with the area and/or height standards of this chapter may elect to do so after an amortization period that begins either, on the date of the original sign building permit and runs for a term of one year for every \$1,000 of project value claimed on the original sign building permit, or alternatively, two (2) years from the effective date of this chapter whichever is greater.~~

~~—— (4) Any sign which was nonconforming under the sign code adopted in 1993 (formerly Chapter 9.26 CCC) or under this code that has been enlarged shall be subject to conformance with the standards of this code without the amortization periods provided in subsection (3) of this section for legally established nonconforming signs after the notice specified in this title is provided to the owner. If the enlarged portions of the sign are not removed within the period specified in the notice, the entire sign becomes a prohibited sign subject to immediate conformance with the area and height requirements of this code.~~

~~—— (5) Any sign erected after the passage of the 1993 sign code (formerly Chapter 9.26 CCC) that was a prohibited sign under the 1993 sign code shall be subject to removal by the County after the notice specified in this title is provided to the owner.~~

~~—— (6) Properties with nonconforming signage shall only be allowed to erect new or replacement signage requiring a certificate of compliance after bringing an equivalent number of nonconforming signs on the property into conformance with the standards of this chapter.~~

~~—— (7) A change in commercial or industrial land use as determined from review of land uses listed for each zone or change in a conditional use or a change of use under Section 3405 of the Uniform Building Code shall require all signage to come into conformance with the new sign standards of this chapter.~~

~~—— (8) Nonconforming signs which have had the entire sign face area taken down to the ground as a result of natural disaster or which are removed as a result of loss of lease or are removed as a result of a construction project shall not be re-erected without bringing them into conformance with this chapter. No work on an undamaged, existing nonconforming sign that brings such sign into greater conformance with this code shall be considered to be a sign removal requiring conformance with the standards for new signage.~~

~~— (9) A sign or sign structure removed by the County shall be held not less than thirty (30) days after notice to the owner by the County during which period it may be recovered by the owner upon paying the County for cost of removal and storage, and upon payment of any imposed fine. If not recovered within the thirty (30) day period, the sign or sign structure is hereby declared abandoned and title thereto shall be vested in the County for disposal in any manner permitted by law.~~

~~— (10) All existing illuminated signs, other than facade signs, located in Rural Commercial, Rural Limited Commercial and Rural Neighborhood Commercial zoning districts and which:~~

~~— (a) Are within 600 feet of the outer boundary of a designated scenic and recreational highway; and~~

~~— (b) Do not advertise a business that is open during the entire time the sign is illuminated; shall be allowed a five (5) year amortization period after which lighting to these signs must be set by timer to be off when the business closes in order to further the goal in CCC 33.57.010(1)(c).~~

~~— (11) To encourage the retrofit of nonconforming signs to the standards of this chapter, Clallam County establishes an incentive program to assist owners of such signs. The County will make available, on a competitive basis, the total sum of \$30,000 for a program to assist the owners of nonconforming signs to replace or retrofit such signs into a sign that meets the standards of this code. The \$30,000 County funding set aside for this program may also be used as a match to scenic byway grant funding available to remove outdoor advertising signs.~~

Section 33.57.090. Signage visible from a scenic highway is amended to read as follows:

A permit or other written approval is required from the Washington State Department of Transportation prior to review of certain types of sign permits by Clallam County for those areas within 600 feet of a designated scenic and recreational highway to show conformance with the Scenic Vistas Act and the Highway Advertising Control Act (Chapter 468-66 WAC).

Section 33.57.100. Variances is amended to read as follows:

~~— Applications for a variance from the standards established by this code shall be processed as Type III permits as set forth in Chapter 26.10 CCC and the review criteria outlined in Chapter 33.30 CCC, Variances. Variances shall not be permitted for modification to the number of signs and sign types specified in this chapter. Sign size variances shall not exceed 10 percent of the standard required unless it can be demonstrated that the sign qualifies as a community landmark sign and must show that the increase is required to allow the sign owner to purchase a standardized sign required by a national manufacturer who does not offer signs in a conforming size. A sign size (area) variance of less than 10 percent in area that meets the preceding criteria shall be processed as a Type II administrative variance as set forth in Chapter 26.10 CCC. Sign height variances over the 10 percent limit are available to those business owners that can demonstrate that their nonconforming sign qualifies as a community landmark sign. A community landmark sign must predate the effective date of this code by at least 20 years, have advertised the same business under the same name for all of that time, have become an important cultural landmark to County residents and would be difficult to retrofit to the nonconforming sign standard without destroying the unique character of the sign.~~

Section 33.57.~~100~~110. Review of Administrator's action (appeals) is amended to read as follows:

Any person aggrieved by the granting, denying or rescinding of a decision of the Administrator made under this chapter may seek review from the Hearing Examiner in accordance with Chapters 33.33 and 26.10 CCC. The request must be in writing setting forth the basis of the appeal and must be accompanied by the appropriate fees outlined in Chapter 5.100 CCC.

Section 33.57.110. Enforcement is amended to read as follows:

The provisions of this title are subject to enforcement and penalty provisions contained in CCC Title 20, Code Compliance, except to the extent preempted by State or Federal law, and except to the extent preempted by any contrary enforcement and penalty provisions contained in this title.

Upon identification of a noncomplying or abandoned sign by the Department of Community Development, a notice of violation will be sent to the violator and landowner (if different) requiring corrective action within 90-days. Failure to correct the violation on or before a specified date, which shall be 90 days after mailing of the notice of violation, will result in the accrual of fines. If the violation identified in the notice of violation have not been corrected by the specified date, a certified letter will be sent informing the violator and/or landowner that fines shall accrue at a rate of \$100 per day on residential property and \$250 per day on commercial/industrial property until the violations are corrected.

Section 33.57.120. Severability is amended to read as follows:

If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of this chapter or the application to other persons or circumstances shall not be affected.

ADOPTED this ____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French



AGENDA ITEM SUMMARY

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

APR 17 2023

Department: DCD

WORK SESSION ☒ Meeting Date: 4/17/2023

REGULAR AGENDA ☒ Meeting Date: 4/18/2023

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 – Letter of Support for Makah Tribe |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Upper Cowan Ranch Hoko River Restoration Project goal is to restore extremely degraded critical salmon and riparian habitat in the Hoko River Watershed through a large scale restoration project lead through cooperative partnerships between the Makah Tribe, Lower Elwha Klallam Tribe, Washington State Parks and the North Olympic Salmon Coalition. The project will finalize designs and complete landscape scale salmon habitat restoration by restoring the connection between the rivers historical channel and floodplain, installing large woody debris, invasive species treatment and planting riparian forests between RM 4.5 and 5.5 of the Hoko River.

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

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

Please sign the Letter of Support for Upper Cowan Ranch Hoko River Restoration Project.

County Official signature & print name: Bruce Emery

A handwritten signature in blue ink, appearing to read "Bruce Emery", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Rebecca Mahan and Stephanie Martin
Makah Habitat Division Manager_____

Relevant Departments: DCD

Date submitted: 4/11/2023

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

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

Agenda Item Summary MAKAH HOKO
Revised: 3-04-2019

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



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@co.clallam.wa.us

RICH SILL, County Administrator

MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
Mike French, District 3

Rachel Dawson
Program Director, National Programs
National Fish and Wildlife Foundation
1133 Fifteenth Street NW, Suite 1000
Washington, DC 20005

April 18, 2023

Re: Upper Cowan Ranch Hoko River Restoration Project Letter of Support

Dear Ms. Dawson,

This letter is an acknowledgement of our support to the Upper Cowan Ranch Hoko River Restoration Project, Easygrants ID #80198, proposed by the Makah Tribe for funding through the NFWF America the Beautiful Challenge 2023.

The Hoko-Ozette Road, which is a Clallam County Road that runs along the portion of Hoko River proposed for this restoration project. Part of this project has design structures (log jams) to deflect the river away from the County Road at one of the pinch points. This deflection of river will help to re-engage the opposite floodplain, and is designed to decrease the risk of scour and flooding impacts to the County Road.

This project has been developed through true cooperative involvement of partners, including the State of Washington, Tribes, and NGOs over the last few years, and focuses on restoring one of the most important habitats on the Olympic Peninsula in Washington State. This project is intended to restore natural processes of over a half mile of highly degraded river channel and riparian floodplain habitat on the Hoko River, within Clallam County, Washington. This project is necessary for the recovery of salmon stocks in the Hoko River, will restore functioning habitat for wildlife, and will also benefit the local community. The proposed project is community-based, supported by area tribes, landowners, and local stakeholders, and is a regional priority.

We are happy to support this important project with the Makah Tribe and the other partners of the Hoko River restoration team. We strongly encourage NFWF to support the 2023 grant proposal Upper Cowan Ranch Hoko River Restoration Project.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French



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AGENDA ITEM SUMMARY

APR 17 2023

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

Department: DCD

WORK SESSION ☒ **Meeting Date:** 4/17/2023

REGULAR AGENDA ☒ **Meeting Date:** 4/25/2023

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU Contract #334.23.002 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Jamestown S'Klallam Tribe (JST) will work with the Clallam MRC's Olympia Oyster Restoration Lead and Clallam MRC Project Coordinator to plan, coordinate, and implement enhancement of substrate for recruitment of the Olympia oyster populations. Work will take place in JST Tidelands in Sequim Bay by placing blank Pacific Oyster shell in locations known to be ideal for Olympia Oyster recruitment.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Please sign the Personal Services Agreement.

County Official signature & print name: __Bruce Emery__

A handwritten signature in blue ink, appearing to read "Bruce W. Emery", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: __Rebecca Mahan__

Relevant Departments: _____DCD_____

Date submitted: 4/11/2023

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



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: Jamestown S'Klallam Tribe

Address: 1033 Old Blyn Highway
Sequim WA 98382

Phone N^o: 360-683-1109

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1 day of January 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31 day of December 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 26 day of April 2023.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Print name: W. Ron Allen

Title: Tribal Chairman/CEO

Date: _____, 2023

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK

The Jamestown S'Klallam Tribe (JST) will work with the Clallam MRC's Olympia Oyster Restoration Lead and Clallam MRC Project Coordinator to plan, coordinate, and implement enhancement of substrate for recruitment of the Olympia oyster populations. Work will take place in JST Tidelands in Sequim Bay by placing blank Pacific Oyster shell in locations known to be ideal for Olympia Oyster recruitment.

Tasks and Deliverables:

- JST will collaborate with Clallam MRC to develop a shell placement plan based on population assessment data.
- JST will secure all necessary permits.
- JST will procure shell for placement.
- JST will collaborate with Clallam MRC Coordinator field operations to place blank shell.
- JST will collaborate with Clallam MRC Coordinator to complete the summary report. Materials provided by the biologist include:
 - GIS maps that pinpoint shell placement;
 - Copies of any media coverage;
 - Jpg images of field work activities.

2023 Olympia Oyster Restoration Budget Breakdown	Cost
Shellfish Biologist 50 hours @ \$75.01 hour	\$ 3,750.50
Jamestown S'Klallam Technicians (3) staff time 250 hours	\$ 13,136.50
JST Planning (permitting)	\$ 3,349.00
Shell Substrate (cubic yd)	\$ 35,000.00
Shell Transport Fee	\$ 1,500.00
Jamestown Landing craft 20 days @ \$500/day	\$10,000.00
Fuel for landing craft 40 gallons/day @ \$5.95	\$ 4,760.00
Total Project Cost	\$ 71,496.00

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of Seventy-One Thousand Four Hundred Ninety-Six \$71,496.00 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 Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

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

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

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

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

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

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

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

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

Name: Rebecca Mahan
Title: MRC Coordinator/Habitat Biologist
Address: 223 East 4th Street, Suite 5
Telephone: 360.417.2322
E-mail: Rebecca.mahan@clallamcountywa.gov
Fax: 360.417.2443

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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



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

- ☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$1,000,000	per occurrence
	\$	aggregate
Property damage	\$	per occurrence
	\$	aggregate
- ☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)**

	\$	per occurrence
--	----	----------------
- ☐ **WORKERS COMPENSATION:**

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

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



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AGENDA ITEM SUMMARY

APR 17 2023

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

12

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 4-17-23

REGULAR AGENDA ☒ **Meeting Date:** 4-18-23

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

DRMT Letter:

The DRMT submitted a letter to the Commissioners regarding the Dungeness Off-Channel Reservoir; this response letter has been drafted and will be reviewed for edits/approval.

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

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

Review and approval of letter for Dungeness Off-Channel Reservoir Project.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Public Works/Road Department, Department of Community Development, Jamestown S'Klallam Tribe

Relevant Departments: Boar

Date submitted: 4-12-23

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

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

DRMT letter dungeness off-channel reservoir 4-18-23

Revised: 3-04-2019



Board of Clallam County Commissioners

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

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

RICH SILL, County Administrator

April 18, 2023

Dungeness River Management Team
Hansi Hals, Chair
Address
Address

Dear Chair Hals and DRMT Members,

Thank you for your letter dated March 8 and the corrected letter dated April 4. We appreciate both DRMT's support for the Dungeness Off-Channel Reservoir project as well as support for our efforts to enhance the safety of the project.

As you know, the county has engaged experienced engineers to assist with the design of the project. While there will be multiple levels of permitting and many involved agencies, the Dam Safety Office (DSO) within the Department of Ecology will be most relevant to the seismic and other safety considerations. They already provide oversight for many hundreds of similar earthen dams throughout the state and have been actively participating and providing feedback on the reservoir design. Our engineers and those at the DSO have affirmed that the project will be built to the highest safety standard. Final approval of design and permit for construction will occur only when the DSO is satisfied that safety parameters meet their standards.

Based on the conversations we have had with downgradient neighbors and the concerns they have expressed, we are actively working with our engineering team to consider additional design improvements. The current 30% design has already seen significant changes in ways that we hope will build confidence in those with concerns; for example, the current design shows the reservoir moved approximately 1500 feet further south from the north property line as well as accommodating a greater portion of the water being held below-grade (as opposed to the preliminary design which showed all of the water being stored above-grade on the north end).

We are committed to continuing to work with the project engineers and DSO to ensure a safe project as well as to work with neighbors and other stakeholders to provide information, answer questions and solicit ideas and feedback that might further inform the project.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French



AGENDA ITEM SUMMARY

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

15
APR 17 2023

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 4/17/23

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Legislative Session Update:

The purpose of this discussion will be to regularly review Clallam County's priorities, projects and programs that require support from the Washington State Legislature and to plan and coordinate our individual and collective outreach efforts. We envision this to be a standing weekly agenda item throughout the term of this current Legislative session.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 4/11/23

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



16

AGENDA ITEM SUMMARY

APR 17 2023

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

Department: BOCC Climate Advisory Committee

WORK SESSION X Meeting Date: 4-17-23

REGULAR AGENDA X Meeting Date: 4-25-23

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Presentation of the Draft 2023 Clallam County Climate Action Plan by the Climate Advisory Committee.

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?)
Discussion and approval

County Official signature & print name: Clea Rome

A handwritten signature in cursive script that reads "Clea Rome".

Name of Employee/Stakeholder attending meeting: Members of the CAC

Relevant Departments: BOCC

Date submitted: 4-12-23

10

* 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 GHG Inventory & Climate Action Plan

1

Resolution 2018-62

"There are important economic incentives for taking positive action related to climate change..."

"Reconvene the Climate Action group to recommend updates to the Climate Action Plan to further reduce the County's carbon footprint"

Climate Committee established in Fall 2021



2

Employees

CAC Member	Department
Angi Klahn	Accountant, Auditor's Office
Kathy Lear	Habitat Biologist, Community Development
Christina Epperson	GIS Analyst, Information Technology
Clea Rome	Director, WSU Clallam County Extension
Diane Harvey	Special Assistant to Sheriff's Office Command Staff, Sheriff's Department
Don Crawford	Director, Parks, Fair, & Facilities
Eli Owens	Environmental Health Specialist, Health and Human Services
Elizabeth Stanley	Chief Civil Attorney, Prosecuting Attorney's Office
Jesse Goodman	Engineer, Public Works
Katherine Connors	Planner II, Community Development
Mark Doten	Director, Information Technology
Melanie Greer	4-H Coordinator, WSU Extension
Rich Meier	Clallam County Board of Commissioners

3

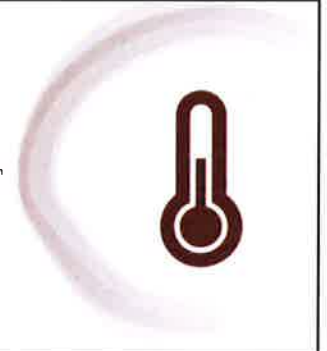
THE SCIENCE BEHIND CLIMATE ACTION

Human activities are putting carbon dioxide into the atmosphere much quicker than natural processes can remove it.

The amount of carbon accumulated in the atmosphere over the past 150 years has not been experienced on Earth in more than three million years.

Changes that put carbon gases into the atmosphere result in warmer temperatures on Earth.

Warmer temperatures are directly related to drought, increased wildfire, destructive storms, heat-related illnesses, rising ocean, threat to marine species, destruction of crops.



4

Plan Development

February 2022: Cascadia Consulting

County funding (Greenhouse Gas Inventory)

NODC funding (Strategies and recommendations)



5

Plan Components

2019 Greenhouse Gas Inventories

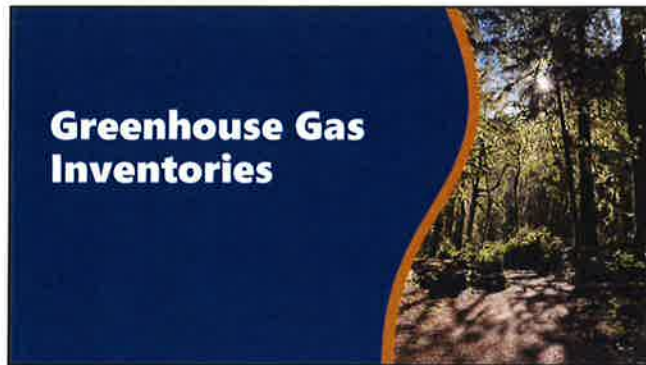
- Geographic (community-wide and government)
- Consumption Based

Strategies and Recommendations

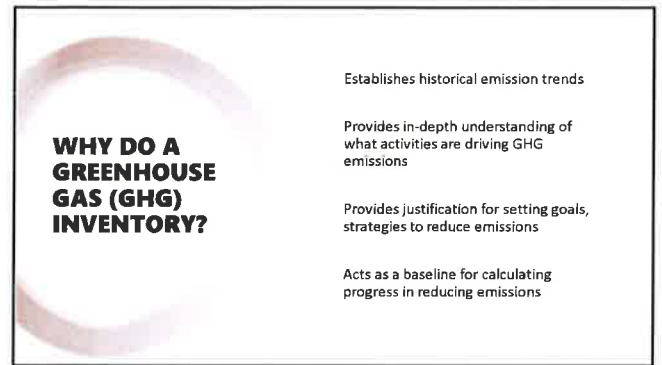
Implementation Plan



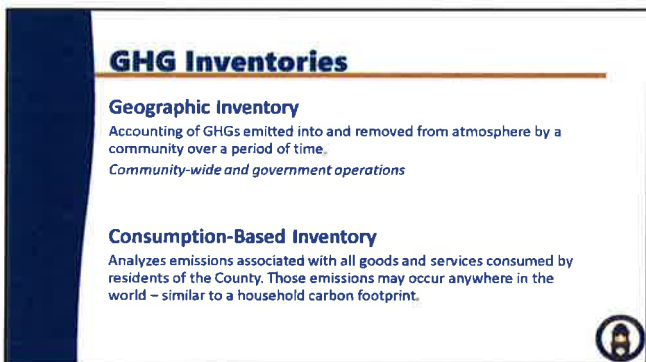
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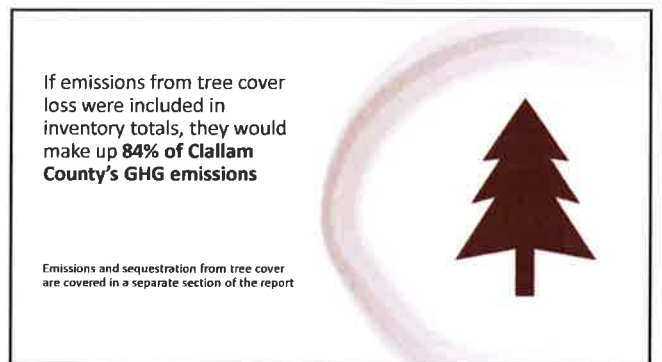
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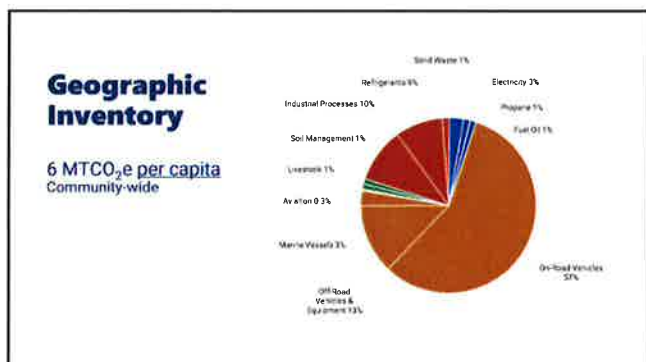
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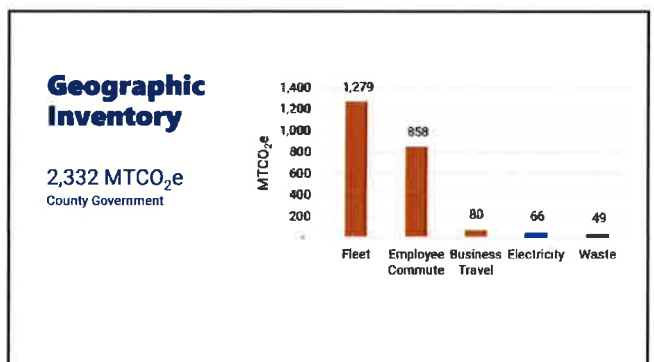
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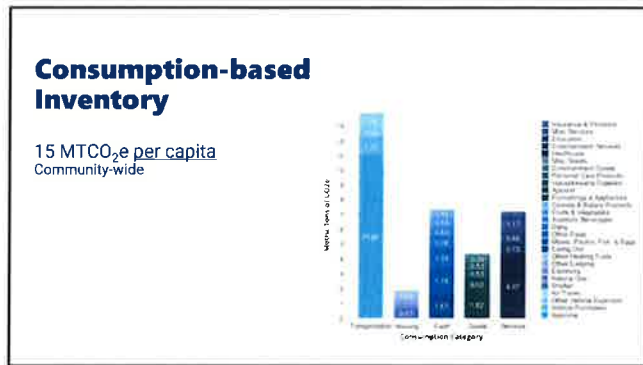
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12



13

Key Inventory Takeaways



Importance of Regional Planning
(ex. Permitting smaller homes + more rental units)



Creating low/zero emission transportation options

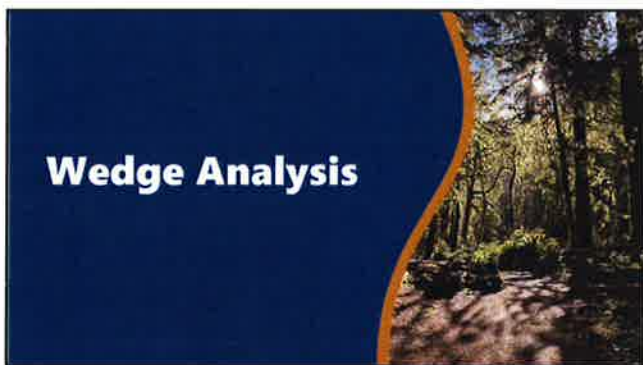


Supporting local agriculture



Supporting low/zero emission industries

14



15

Wedge Analysis

Used to visualize strategic pathways for emissions reduction

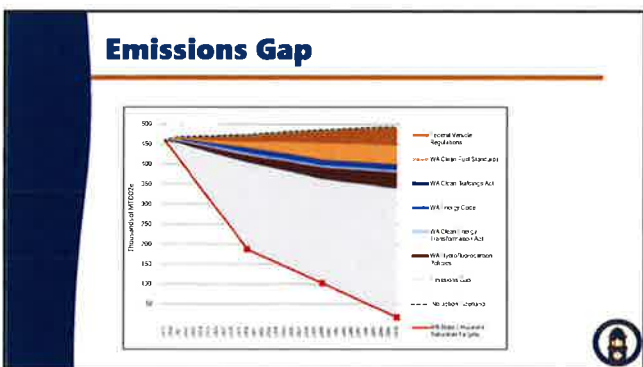
Baseline = 2019 communitywide inventory results

Forecasts emissions using **population growth**

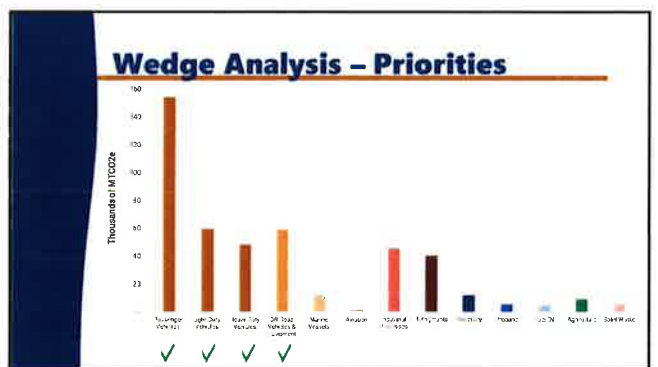
Incorporates projected impacts of **federal/state policies**



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17



18

Strategies and Actions

19

Focus Areas & Strategies

	Focus Area	Goal
	Energy & Built Environment	Decrease and mitigate emissions through clean energy and energy efficiency in the built environment.
	Consumption & Solid Waste	Reduce organic waste stream by half by 2030 through waste diversion and sustainable consumption.
	Transportation	Increase transportation options, incentivize non-motorized transportation options, facilitate, and plan for electrification of vehicles.
	Land Use	Implement policies for sustainable, smart development that reduces urban sprawl, strengthens food systems, and increase conservation.
	Natural Environment	Conserve and protect the environmental attributes and critical areas of Clallam County that contribute to the quality of life for all.

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Energy and Built Environment

Goal: Decrease and mitigate emissions through clean energy and energy efficiency in the built environment.

Strategy	Action Name
Install and incentivize energy-efficient upgrades and retrofits	1.1: Install energy efficiency retrofits at County facilities 1.2: Incentivize energy efficient retrofits and upgrades for residential and commercial buildings
Use cleaner energy-sources and increase resiliency of energy systems.	1.3: Invest in community energy projects

21

Consumption and Solid Waste

Goal: Reduce organic waste stream by half by 2030 through waste diversion and sustainable consumption.

Strategy	Action Name
Increase waste diversion to reuse, repair, and support edible food rescue.	2.1: Expand food waste diversion and education programs 2.2: Increase waste diversion in County Operations
Promote green purchasing and sustainable consumption	2.3: Expand on County sustainable purchasing policies and reduce paper waste in County Operations

22

Transportation

Goal: Increase transportation options, incentivize non-motorized transportation options, facilitate and plan for electrification of vehicles.

Strategy	Action Name
Reduce single-occupant vehicle miles travelled and support non-motorized transportation options	3.1: Create a County employee commute reduction program 3.2: Develop a non-motorized transportation plan
Promote green purchasing and sustainable consumption	3.3: County fleet electrification and idle reduction 3.4: Prepare for EV infrastructure and use

23

Land Use

Goal: Implement policies for sustainable, smart development that reduces urban sprawl, strengthens food systems, and increases conservation.

Strategy	Action Name
Invest in and support local food systems	4.1: Support existing gardening programs 4.2: Invest in Clallam County's agricultural sector

24

Natural Environment

Goal: Conserve and protect the environmental attributes and critical areas of Clallam County that contribute to the quality of life for all.

Strategy	Action Name
Protect natural resources and conserve water through policies and programs	5.1: Increase tree planting 5.2: Increase native plant landscaping

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Strategies have Multiple Benefits

1.1: Install energy efficiency retrofits at County facilities

Ex. Energy efficient lighting, heat pumps, occupancy sensors, weatherization

Saves the County \$\$



26

Strategies have Multiple Benefits

3.2 Develop a non-motorized transportation plan for Clallam County

Ex. Bicycle and pedestrian infrastructure

Improves quality of life and equity for Clallam County residents



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Key Recommendations from the Advisory Committee

28

Designated Leadership

"Sustainability Officer"

- Identify and secure funding opportunities to integrate climate action into all County planning efforts
- Support departments with grant writing for climate-related opportunities
- Ensure accountability of policies/actions related to existing CAP goals
- Recommend new and updated policies that promote sustainability
- Create a systematic way to assess the GHG emissions associated with major county actions/policies/plans and consider the cost of those emissions during the decision-making process
- Oversee centralized procurement process



29

E-Government

Adopt a comprehensive approach to digital government and e-government approaches to County Services.



30

Next Steps

Approval of Plan
Public Engagement
Leadership
Committee role going forward



31

Thanks

Commissioners
NODC
Cascadia Consulting
Committee Members



32

Date: 3/31/23
To: Clallam County Board of Commissioners
From: Clallam County Climate Advisory Committee
Subject: Final Draft of the 2023 Clallam County Climate Action Plan

Background

Under [Resolution 2018-62](#), the Clallam County Board of Commissioners reaffirmed the County's commitment to climate action and resolved to re-establish the Climate Advisory Committee, a committee of County employees first established in 2009 for the purpose of "addressing county practices that can positively affect the environment and reduce the County's carbon footprint".

Starting in October 2021, the Climate Advisory Committee met over the following 15 months to develop the draft Clallam County Climate Action Plan (CAP) in consultation with Cascadia Consulting Group. The primary focus of the CAP is to outline actions that Clallam County government can take to reduce GHG emissions in its facilities and operations going forward. The committee is proud to present the draft plan for review.

In addition to the financial support the Commissioners designated to fund the greenhouse gas emissions inventory portion of the plan, the North Olympic Development Council provided funding for Cascadia to assist with the development of strategies and recommendations aligned with the GHG inventory data.

Key Committee Recommendations:

Designation of a County Leadership Position for CAP Implementation

The committee strongly recommends creating a new leadership position at the County to coordinate the implementation of the numerous strategies and recommendations identified in the CAP across county departments, ensure that new County projects consider the goals of the CAP from the outset, and track progress on emissions reduction.

E-government for the future

The emissions inventories conducted as part of the CAP showed unequivocally that transportation is the major source of GHG emissions in Clallam County, both community wide as well as relating to County operations. To address vehicle emissions, the committee recommends a comprehensive approach to adopting digital government and e-government approaches to County services going forward. Reducing the need for in-person transactions and enhancing employee telecommuting opportunities can significantly reduce the impact of on-road traffic as a source of greenhouse gas emissions.

Next steps: Public Outreach

An important next step is determining a process for public outreach regarding the County's plan for climate action. Engaging community members in opportunities for discussion and input will be critical to ensuring success of the proposed plan.

Our Climate Advisory Committee members appreciate the opportunity to play a role in shaping Clallam County's response to climate change and we look forward to the next steps towards climate action.

Thank you,

Members of the Clallam County Climate Advisory Committee

CLALLAM COUNTY
**CLIMATE
ACTION
PLAN**

2023



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ACKNOWLEDGEMENTS

The following individuals served on the CAC at the time of this Plan's development, and provided valuable insight, without which this planning process would not have been possible.

CAC Member	Department
Angi Klahn	Accountant, Auditor's Office
Cathy Lear	Habitat Biologist, Community Development
Christina Epperson	GIS Analyst, Information Technology
Clea Rome (CAC Liaison)	Director, WSU Clallam County Extension
Diane Harvey	Special Assistant to Sheriff's Office Command Staff, Sheriff's Department
Don Crawford	Director, Parks, Fair, & Facilities
Eli Owens	Environmental Health Specialist, Health and Human Services
Elizabeth Stanley	Chief Civil Attorney, Prosecuting Attorney's Office
Jesse Goodman	Engineer, Public Works
Katherine Connors	Planner II, Community Development
Mark Doten	Director, Information Technology
Melanie Greer	4-H Coordinator, WSU Extension
Rich Meier	Clallam County Board of Commissioners

In addition to the CAC members, many external entities participated in this planning process in a variety of ways, including providing data for the communitywide GHG inventory, participating in the North Olympic Development Council's (NODC) planning processes, vetting and revising actions, and reviewing draft documents.

Prepared by:



CLIMATE ACTION PLAN

EXECUTIVE SUMMARY

Beginning in 2022, Clallam County undertook a significant climate action initiative to develop a Climate Action Plan (CAP) to mitigate greenhouse gas (GHG) emissions from County government operations. The impacts of climate change are already being observed in Clallam County, including warmer maximum temperatures, rising sea levels along coastlines, and increased extreme weather events including drought and flooding.

This CAP sets the **foundation** for future climate action by outlining key strategies and actions across many focus areas that the County and its community can implement to reduce greenhouse gas (GHG) emissions and increase capacity for adapting to the impacts of climate change. This plan **prioritizes actions that can be implemented in the next five years** as the County takes steps toward meaningful climate action.

Climate Action Planning Process

The CAP was developed in an iterative process that included multiple rounds of discussion and refinement from the County's "**Climate Advisory Committee**" (CAC), an assemblage of County employees across various departments whose expertise and County insight helped to create a CAP that is tailored to Clallam County.

In addition to monthly meetings with the CAC, the CAP development process also included:

- An initial **review of County plans and policies** including the County's Parks Master Plan, Solid Waste Management Plan, and Shoreline Master Plan.
- 2019 communitywide and municipal **GHG inventories**.
- A **forecast** of Clallam County's future GHG emissions under different scenarios including a "no action" future, and a scenario that forecasts the impacts of state and federal climate action legislation.
- An **action-by-action analysis** process to determine benefits that could be provided to the community.

Greenhouse Gas Emissions

To understand Clallam County's GHG emissions, two types of inventories were prepared:

- A **geographic** inventory accounts for the emissions produced from activities that occur within a geographic or political boundaries of a community or local government.
- A **consumption-based** emissions inventory accounts for the emissions related to a community's carbon footprint, including beyond geographic boundaries, which includes the production, transportation, use, and disposal of goods and services consumed by the community.

These inventories establish a **baseline estimate** that can be used to measure progress into the future and illustrate priority areas for emissions reduction.



Geographic Emissions Inventories

As part of the CAP development process, two geographic inventories were completed:

A **communitywide GHG inventory** which includes all emissions that occur within Clallam County's geographic boundaries from residents, businesses, visitors, and industrial facilities.

A **government operations** inventory which includes GHG emissions produced by Clallam County's municipal operations, such as emissions from County fleet vehicles or energy used to power municipal facilities.

The results of the communitywide GHG inventory indicate that Clallam County's residents, businesses, employees, and visitors produced **459,517 metrics tons of carbon dioxide equivalent (MTCO₂e)** in 2019, approximately **6 MTCO₂e per capita**. Figure 1 shows total emissions by sector:

- The **transportation** sector contributed the largest share of total emissions (73%).
- Emissions sources within the "Other" category consist of **industrial process emissions** (10%), **refrigerants** (9%), and **solid waste** (1%).
- **Energy** contributed 5% of total emissions and **agriculture** contributed 2% of emissions.

Figure 1. 2019 Communitywide Emissions by Sector (%)

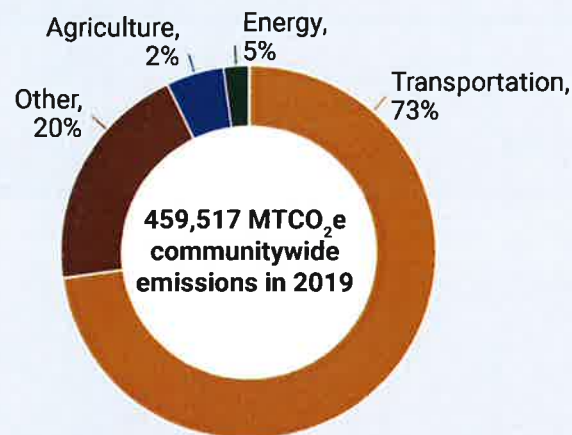
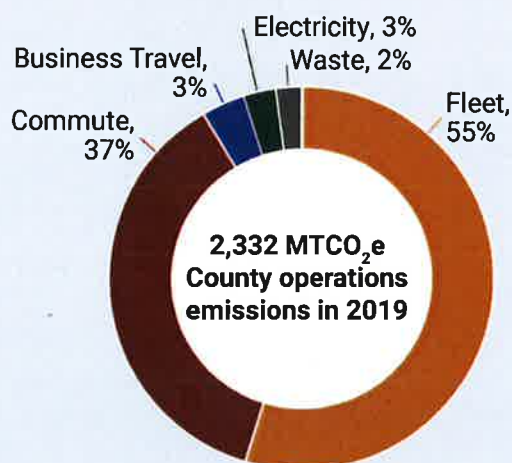


Figure 2. 2019 County Operations Emissions (MTCO₂e)



The results of the government operations emissions inventory show that the County produced **2,332 MTCO₂e** in 2019 (Figure 2), equivalent to approximately **5 MTCO₂e per County employee**.

The vast majority (95%) of emissions produced by government operations are from transportation (County fleet vehicles, employee commute, business travel).



Consumption-Based Emissions Inventory

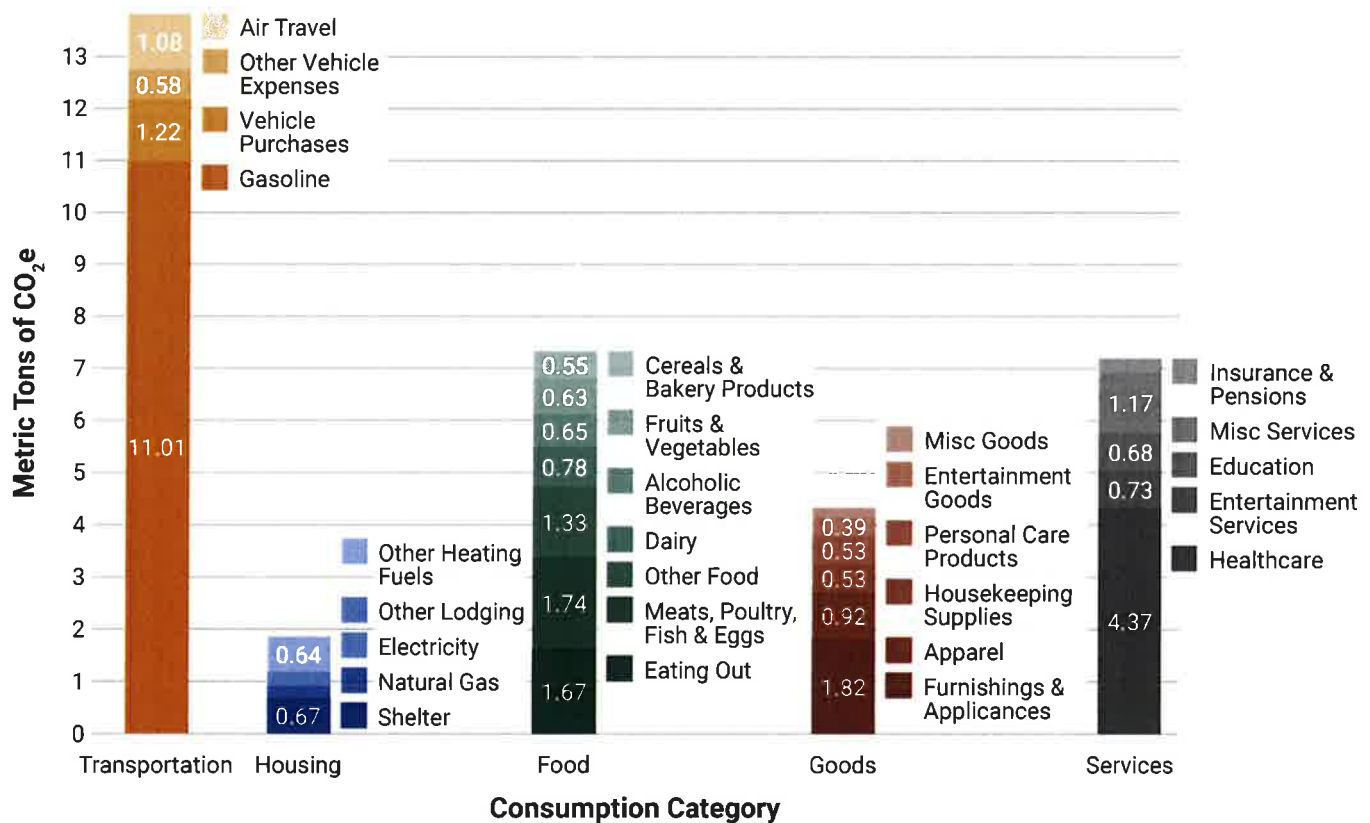
The consumption-based emissions inventory (CBEI) estimated that Clallam County's residents produced approximately **1.2 million MTCO₂e** in 2019. This means that on average, each household produced roughly 35 MTCO₂e per year, or approximately **15 MTCO₂e per person**.

The CBEI includes five categories: transportation, housing, food, goods, and services.

Figure 3 shows average emissions by source, per household. **Transportation** was the largest emissions category, followed by **food and services**. Overall, **gasoline** was the single largest source of emissions in 2019, followed by **healthcare**.¹

CBEIs provide the community with insight on how to reduce their personal or household level emissions. The primary focus of this CAP is to outline actions that Clallam County can take to reduce GHG emissions in its facilities and operations going forward. Although the process for developing these strategies and recommendations has not yet included broad community engagement, it is the intention of the Commissioners to undertake a public engagement process for feedback on the approaches outlined in the plan.

Figure 3. 2019 Consumption-Based Emissions (MTCO₂e/household)



¹ Healthcare emissions include emissions from hospitals, doctor and dentist offices, and other medical facilities; pharmaceutical manufacturing; medical equipment; etc.

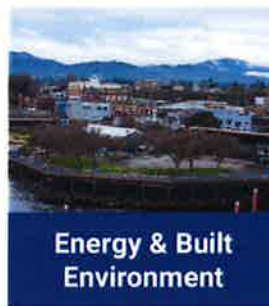
Goals, Strategies, and Actions

The goals, strategies, and actions presented below are a strategic mix of County- and community-focused initiatives and actions designed to reduce governmental and communitywide emissions. Developed with guidance from the County Climate Action Committee (CAC), these strategies and actions work to protect and maintain local natural resources and ecosystems, public health and safety, and economic vitality. Actions were prioritized if **highly impactful**, **easily implementable**, and/or **cost-efficient**.

To ensure longevity and success of the CAP, two main takeaways rose to the top during the CAP development process. First, the need for centralized management, monitoring, and implementation of actions and goals outlined in this plan to ensure focused progress and verifiable results. Secondly, the importance of implementing e-government solutions that could significantly impact emissions and the way Clallam government operates.



Focus Areas



Energy & Built Environment



Consumption & Solid Waste



Transportation



Land Use



Natural Environment



Energy & Built Environment

Goal: Decrease and mitigate emissions through clean energy and energy efficiency in the built environment.

Strategy	Action Name
Install and incentivize energy-efficient upgrades and retrofits	1.1: Install energy efficiency retrofits at County facilities 1.2: Incentivize energy efficient retrofits and upgrades for residential and commercial buildings
Use cleaner energy-sources and increase resiliency of energy systems	1.3: Invest in community energy projects



Consumption & Solid Waste

Goal: Reduce organic waste stream by half by 2030 through waste diversion and sustainable consumption.

Strategy	Action Name
Increase waste diversion to reuse, repair, and support edible food rescue	2.1: Expand food waste diversion and education programs 2.2: Increase waste diversion in County Operations
Promote green purchasing and sustainable consumption	2.3: Expand on County sustainable purchasing policies and reduce paper waste in County Operations



Transportation

Goal: Increase transportation options, incentivize non-motorized transportation options, facilitate and plan for electrification of vehicles.

Strategy	Action Name
Reduce single-occupant vehicle miles traveled and support non-motorized transportation options	3.1: Create a County employee commute reduction program 3.2: Develop a non-motorized transportation plan
Promote green purchasing and sustainable consumption	3.3: County fleet electrification and idle reduction 3.4: Prepare for EV infrastructure and use



Land Use

Goal: Implement policies for sustainable, smart development that reduces urban sprawl, strengthens food systems, and increases conservation.

Strategy	Action Name
Invest in and support local food systems	4.1: Support existing gardening programs 4.2: Invest in Clallam County's agricultural sector



Natural Environment

Goal: Conserve and protect the environmental attributes and critical areas of Clallam County that contribute to the quality of life for all.

Strategy	Action Name
Protect natural resources and conserve water through policies and programs	5.1: Increase tree planting 5.2: Increase native plant landscaping

ACRONYMS AND KEY TERMS

Carbon sequestration	The process of capturing and storing atmospheric carbon dioxide in soils, oceans, vegetation, and geologic formations. Because carbon sequestration removes emissions from the atmosphere rather than reducing the total emissions generated by a community, it should not be considered a direct emissions reduction. Instead, it can be considered as a method used to help achieve carbon neutrality. It is best practice to report GHG removals from sequestration processes separately to ensure transparency and meaningful and accurate reporting of progress made toward a community's GHG reduction and carbon neutrality goals.
Climate Action Plan (CAP)	A comprehensive roadmap developed by an entity that outlines specific strategies and actions that it will take to reduce greenhouse gas emissions and adapt to climate change impacts.
Climate change	The long-term change in global and regional climate patterns due to increased levels of atmospheric carbon dioxide and other greenhouse gases produced by human activities such as using fossil fuels like coal, oil, and gas.
Climate resilience	The ability of a community to prepare for, respond to, and recover from climate emergencies and impacts. Improving climate resilience is essential to the health and wellbeing of residents.
E-government	E-government focuses on information and communication technology (ITC) utilized and involves the digitization of procedures, documents, information, and services to improve governance through the deployment of modern technology.
Electric vehicles (EVs)	Vehicles that derive all or part of their power from electricity. – Plug-In Hybrid Electric Vehicles (PHEVs): Vehicles that run by using a combination of plug-in electricity and internal combustion. – Battery Electric Vehicles (BEVs): Vehicles that run completely on electricity using a battery that can be recharged by being plugged into the electric grid.
Electrification	The transition away from using natural gas and other fossil fuels to electricity (preferably generated from renewable energy sources like solar and wind) to power homes and vehicles.
Greenhouse gases (GHGs)	A heat-trapping gas that warms the atmosphere. The primary greenhouse gases of concern are carbon dioxide (CO ₂), methane (CH ₄), nitrous oxide (N ₂ O), and fluorinated gases.
Heat pump	An energy-efficient alternative to furnaces and air conditioners that uses electricity to move heat around rather than generating it, resulting in space heating and cooling.



Metric ton of carbon dioxide equivalent (MTCO₂e)	A common unit of measurement that represents an amount of a greenhouse gas whose impact on climate change has been standardized to that of one unit of carbon dioxide (CO ₂), based on the global warming potential (GWP) of the gas.
Mixed-use development	Development that consists of a mix of uses such as residential, retail, commercial, office, government, and entertainment in the same building or in close proximity.
Net zero	The balance of greenhouse gas emissions produced through human activities and emissions removed from the atmosphere from processes such as carbon sequestration to offset emissions.
North Olympic Development Council (NODC)	A collaborative of member governments, community organizations, tribes and businesses on the North Olympic Peninsula aiming to advance economic, environmental and quality of life initiatives in the region.
Transit-oriented development	Walkable, pedestrian-oriented, and densely compacted mixed-use (commercial, residential, entertainment) development centered around or located near public transit stations.
Vehicle miles traveled (VMT)	A metric used in transportation planning to measure the cumulative miles traveled by all vehicles in a geographic region over a given time period.



INTRODUCTION

Clallam County has developed the following Climate Action Plan (CAP) to mitigate greenhouse gas (GHG) emissions from County government operations. The impacts of climate change are already being observed in Clallam County, including warmer maximum temperatures, rising sea levels along coastlines, and increased extreme weather events including drought and flooding.

This CAP **sets the foundation for future climate action** across a variety of areas including transportation, buildings, and land use. The CAP focuses on actions with the most greenhouse gas (GHG) emissions reduction potential while also prioritizing actions that will increase the county's climate resilience.

Background

The County's climate action work began in 2008 with the creation of a group of volunteer County employees serving on the County's "**Climate Advisory Committee**" (CAC).

The County adopted its first CAP via Resolution 35 on April 21, 2009 which included suggested goals to support the reduction of the County's governmental GHG emissions.

The 2022 CAP significantly expands the inventory scope to include:

- 2019 communitywide emissions and forecast
- 2019 County operations emissions
- 2019 consumption related emissions
- Detailed strategies and implementation plan for reducing GHG emissions

Guiding Principles

This CAP was guided by one of the County's 2022/2023 [mission statement objectives](#)⁴: "*maximizing and enhancing our environmental resources for sustainability and legacy expectations.*" The Plan builds on Clallam County's previous work, including:

- Multiple climate resolutions from the Board of County Commissioners (BOCC)
- 5-year Capital Improvement Plan
- Park And Recreation Master Plan
- [Solid Waste Management Plan](#)
- [Stormwater Management \(CCC Title 27.14\)](#)
- [Shoreline Master Program \(CCC Title 35\)](#)
- [Critical Areas Code \(CCC Title 27.12\)](#)
- [County Comprehensive Plan](#)

⁴ [Board of County Commissioners | Clallam County, WA \(clallamcountywa.gov\)](#)

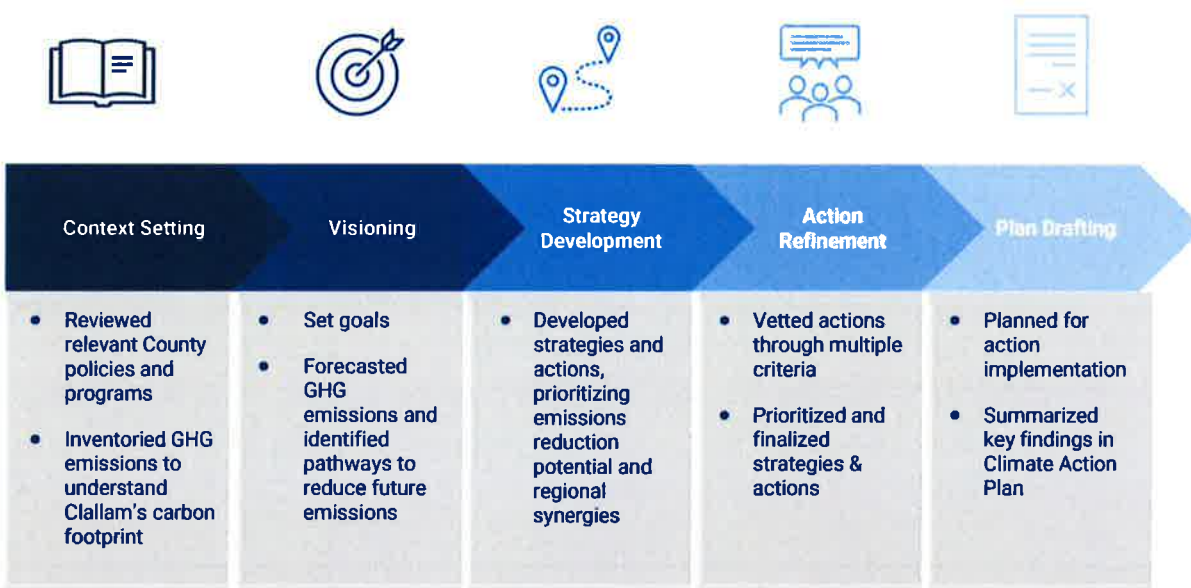


Climate Action Planning Process

The climate action planning process included both quantitative and qualitative analyses, a review of relevant County policies and programs, identifying potential strategies and actions, and vetting them with the CAC and other County staff to ensure that the final CAP is tailored to Clallam County and provides a foundation for climate action.

This CAP includes the results of the 2019 GHG inventories as well as strategies and actions designed to reduce governmental and communitywide emissions. The CAP development process is outlined in Figure 4 below.

Figure 4. CAP Development Process



Future Considerations

The primary focus of this CAP is to outline actions that Clallam County can take to reduce GHG emissions in its facilities and operations going forward. As such, this plan has not yet been shared and vetted with the larger community. It is the intention of the Commissioners to engage the public on this plan and future planning efforts to ensure communitywide actions are well supported and actionable. Engaging the community on their priorities and concerns will be a critical early step in ensuring the CAP is implemented equitably and does not create unintended consequences.

Additionally, this CAP prioritizes strategies and actions for implementation within the next five years. Additional analysis will be needed for longer-term planning.



CAP Organization

The CAP is organized into the following sections:

- **2019 Greenhouse Gas Emissions Inventories.** Summary of geographic and consumption-based inventories.
- **Strategies and Actions.** Summary of the strategies and actions intended to achieve the County's near-term climate action goals.
- **Implementation Plan.** Implementation planning details and key considerations for CAP strategies and actions including expected emissions impact, cost, and timeline, lead department, known funding sources, potential implementation partners, and equity considerations.



2019 GREENHOUSE GAS EMISSIONS INVENTORIES

Clallam County completed two types of greenhouse gas inventories as a part of this CAP:

- **Geographic inventory** which includes emissions produced or removed by activities occurring within a geographic or political boundary.
- **Consumption-based inventory** which includes emissions generated from the community's consumption of products and services (including the production, transportation, and disposal of these products).

Geographic Greenhouse Gas Inventory

Clallam County completed geographic communitywide and municipal operations inventories for Inventory Year 2019:

- **Geographic GHG Inventory:** accounting of GHGs emitted into and removed from the atmosphere over a period of time within a geographic or political boundary.
 - **Communitywide GHG Inventory:** includes all emissions that originate/occur within Clallam County's boundaries (e.g., residential, commercial, industrial, etc.).
 - **Government Operations GHG Inventory:** includes only emissions that are generated by Clallam County's municipal operations.

These inventories established a **baseline estimate** of Clallam County's community and government operations GHG emissions. The County's emissions can be **tracked and monitored** into the future using this baseline as a comparison point and **foundation for setting emissions reduction targets**. GHG inventories also help **identify the County's largest emissions sources** and point to where emissions reduction actions will be most impactful.

While geographic inventories are beneficial tools for understanding emissions produced within a defined boundary, they do not include "upstream" emissions related to the consumption of goods and services. See "Consumption-Based Emissions Inventory" chapter for details on these emissions.

Protocols

The 2019 geographic inventories were completed using the following protocols:

- **Communitywide Inventory:** [Global Protocol for Community-Scale GHG Emissions \(GPC\)](#). Where sufficient calculation methodology was unavailable in the GPC, the calculation methods follow guidance from the [U.S. Community Protocol \(USCP\)](#).
- **Government Operations Inventory:** The government operations inventory follows the [local Government Operations Protocol \(LGOP\), version 1.1](#).



Inventory Calculation Tools

The 2019 Communitywide and Government Operations geographic GHG inventories were prepared in Microsoft Excel in accordance with the protocols listed above using the best available data sources and calculation methods.

The external tools below were used to calculate emissions from off-road transportation and forestry as they offered more precise emissions estimates, tools, data, and/or calculators:

- **Off-Road Transportation** | [EPA MOVES Model](#)
EPA's Motor Vehicle Emission Simulator (MOVES NONROAD) estimates emissions for off-road vehicles and equipment at the county level by GHG, equipment type, and fuel type.
- **Forestry** | [Global Forest Watch Analysis](#)
Global Forest Watch's (GFW) analysis tool uses the United States Department of Agriculture Forest Service's National Land Cover Database to provide an estimate of tree carbon sequestration and emissions produced from tree cover loss.

Descriptions of the data sources and external calculators used for each of Clallam County's emissions sources are provided in "Appendix A. Sources."

Communitywide Greenhouse Gas Inventory



The communitywide inventory quantifies communitywide emissions occurring within county's geographic boundaries from activities like transportation, energy consumption, and waste generation.

The following sections outline the methodology and results of the 2019 Clallam County communitywide GHG inventory. Note that communitywide inventories encompass emissions from County operations (except for operations located outside of county); refer to "County Operations Greenhouse Gas Inventory" for details on those emissions.

BOUNDARIES AND SCOPE

The communitywide inventory includes the following emissions sources with associated inventory protocol references and notations on calculation tools:

Sector	Base Emissions Sources	Inventory Protocol Ref.
Transportation	On-road transportation	• GPC 7.3 • USCP TR.1, TR.2
	Aviation	• GPC 7.6
	Marine vessels	• GPC 7.5 • USCP TR.7
	Off-road vehicles and equipment **	• GPC 7.7 • USCP TR.8



Sector	Base Emissions Sources	Inventory Protocol Ref.
Built Environment	Electricity consumption (residential, commercial, and industrial)	- GPC 6.1 - USCP BE.1, BE.2
	T&D losses (electricity)	- GPC 6.6 - USCP BE.4
	Fuel oil consumption (residential, commercial, and industrial)	- GPC 6.3 - BE.1
	Propane consumption (residential)	- GPC 6.3 - BE.1
Solid Waste	Community-generated solid waste	- GPC 7.3 - USCP SW.4
Agriculture & Forestry	Livestock	- GPC 10.1-10.4 - USCP A.1, A.2
	Soil management	GPC 10.11-10.12
	Forest carbon sequestration and emissions from tree cover loss **	Global Forest Watch
Process & Fugitive Emissions	Refrigerants	- GPC 9.4 - USCP BE.7
	Industrial process emissions	- GPC 9.4 - USCP BE.8.1
** Calculation tools: - Off-Road Vehicles: EPA MOVES tool - Forest Carbon Sequestration: Global Forest Watch tool		

Refer to "Appendix A. Sources" for information regarding data limitations and detailed assumptions used in the absence of more precise, local data.

INVENTORY RESULTS AND ANALYSIS

In 2019 Clallam County's residents, businesses, employees, and visitors produced **459,517** metric tons of carbon dioxide equivalent (MTCO₂e), as shown in Figure 5.

Figure 6 shows emissions broken out by specific activity sources.

- The community's total emissions are about **6 MTCO₂e** per capita (Clallam County's 2019 population was 76,010).
- The largest emissions sources in 2019 were on-road and off-road transportation (**57%** and **13%** respectively), industrial processes (**10%**), and refrigerants (**9%**).
- Compared to other jurisdictions in Washington, Clallam County's **emissions from its built environment are relatively low**, largely due to the County's use of 98% renewable electricity, minimal use of fuels such as propane and fuel oil, and no use of natural gas.



Figure 5. Total 2019 Communitywide GHG Emissions by Source.

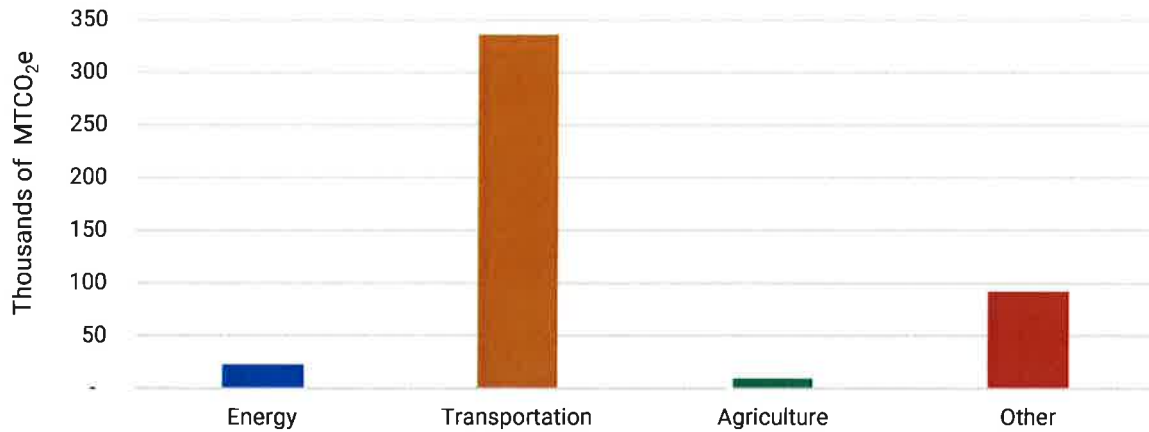
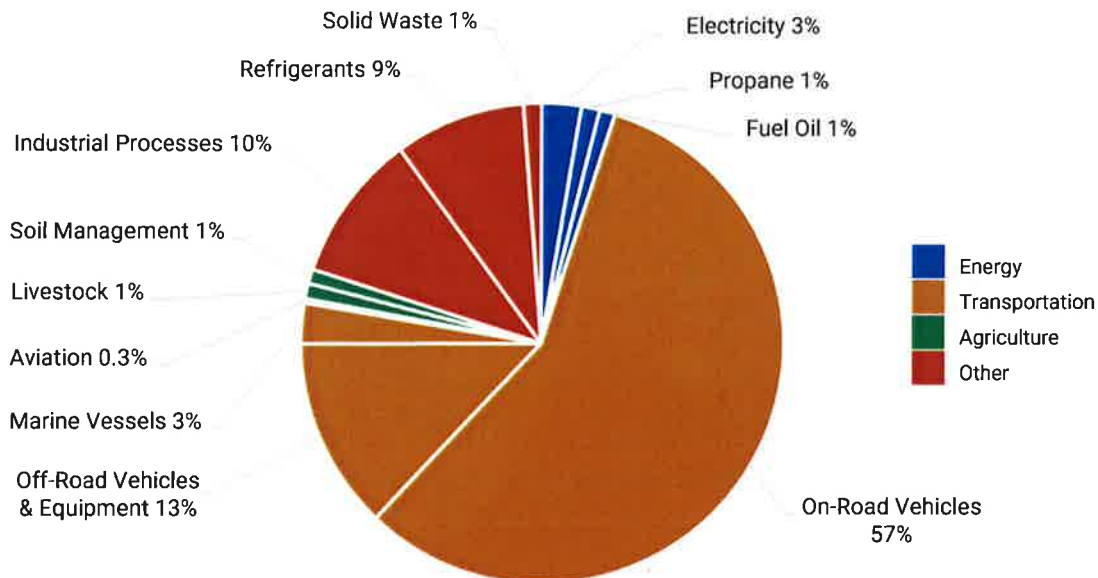


Figure 6. 2019 Communitywide GHG Emissions by Source (%)



Transportation | 335,847 MTCO₂e | 73% of total emissions

- Transportation emissions accounted for **over 70%** of total communitywide emissions.
- On-road vehicle emissions represent **78%** of transportation emissions, while off-road, marine, and aviation emissions represented the remaining **22%**.

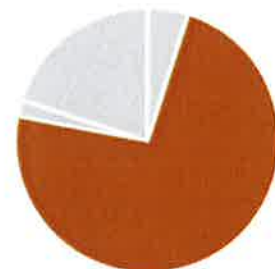
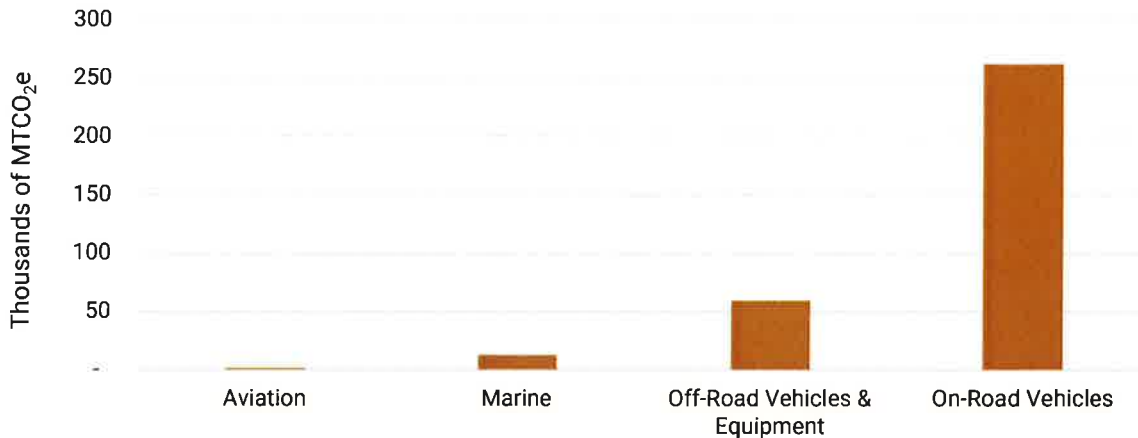


Figure 7. 2019 Community Transportation Emissions (thousand MTCO₂e)



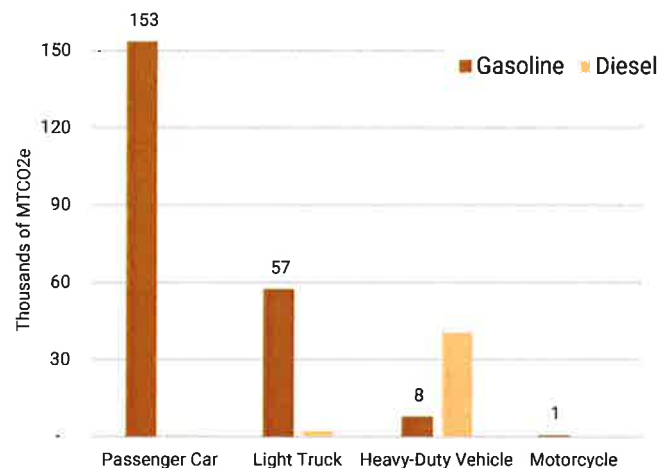
On-Road | 262,668 MTCO₂e | 78% of transportation emissions | 57% of total emissions

On-road transportation emissions include emissions from gasoline and diesel-powered motorcycles, passenger vehicles, and light- and heavy-duty trucks within the boundaries of Clallam County.

On-road transportation emissions were calculated using County-specific data from the Washington State Department of Transportation's (WSDOT) Highway Performance Monitoring System (HPMS) and using national average vehicle fuel efficiencies.

Most on-road emissions (59%) are from passenger vehicles, followed by light trucks (23%). 83% of emissions are from gasoline vehicles and 17% from diesel.

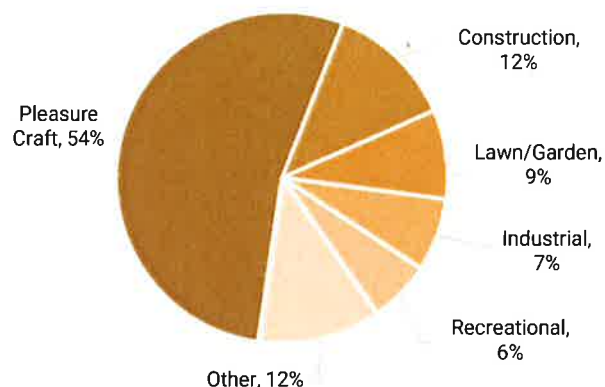
Figure 8. On-Road Emissions by Vehicle Type (thousand MTCO₂e)



Off-road | 59,299 MTCO₂e | 18% of transportation emissions | 13% of total emissions

Off-road transportation emissions were calculated using the EPA MOVES model (NONROAD module), which provides county level modeling data for off-road vehicles and equipment.

Figure 9. Emissions by Off-Road Vehicle Type (%)



Off-road vehicle and equipment types include:

- Pleasure crafts (54%)
- Construction (12%)
- Lawn/garden (9%)
- Industrial (7%)
- Recreational (6%)
- Other (12%)
 - Commercial (4.3%)
 - Logging (4.5%)
 - Agriculture (2.7%)
 - Airport support (0.5%)

As shown in Figure 9, pleasure crafts make up more than half of off-road emissions (54%), with the next largest sector being construction (12%). Lawn/Garden, Industrial, and Recreational vehicles make up 6-9% each, and other vehicle categories (Agriculture, Commercial, Logging, Airport Support, Oil Field, and Railroad) emit a total of 12% of off-road emissions.

MOVES calculates emissions by fuel type: liquefied petroleum gas (LPG), diesel, compressed natural gas (CNG), and gasoline. 97% of off-road emissions are from gasoline (54%) and diesel (42%).

Marine Vessels | 12,551 MTCO₂e | 4% of transportation emissions | 2.7% of total emissions

Marine emissions come from oceangoing vessels hoteling and maneuvering when departing from or returning to the Port of Port Angeles and from Black Ball Ferry operations.

- 54% of marine emissions are from the Port of Port Angeles
 - 2019 emissions were estimated using the most recent data (2016) from the latest Puget Sound Maritime Air Emissions Inventory report (February 2018).
 - Total 2016 emissions were divided by total 2016 vessel movements to estimate "emissions per vessel movement." This rate was multiplied by 2019 vessel movements to estimate 2019 emissions.
- 46% of marine emissions are from Black Ball Ferry
 - 2019 emissions from ferries were estimated using total fuel consumed by Black Ball Ferry.



Aviation | 1,328 MTCO₂e | 0.4% of transportation emissions | 0.3% of total emissions

Clallam County's aviation emissions come from fuel consumed by aircrafts at the Port of Port Angeles. **70%** of emissions are from consumption of jet kerosene (Jet A) and the remaining **30%** are from aviation gasoline.

Energy | 22,461 MTCO₂e | 5% of total emissions

- Energy emissions accounted for **5%** of communitywide emissions.
- **95%** of total energy consumption is from electricity, followed by propane (**3%**) and fuel oil (**2%**), with no natural gas consumption.
- The county's proportion of total energy consumption from electricity is high compared to King, Kitsap, Snohomish, and Pierce counties as shown in Figure 10.
- Clallam County's total energy consumption in 2019 was **44 MMBTU/per capita**. This indicator is 14-59% lower than the total per capita energy consumption in King, Kitsap, Pierce, and Snohomish counties, shown in Figure 10.
- The magnitude of difference in total per capita energy consumption in Clallam County compared to the counties referenced above is attributed primarily to differences in the makeup of commercial and industrial sectors among these counties.
 - Residential energy consumption per capita in Clallam County in 2019 was **4-11%** lower than the per capita consumption in King, Kitsap, Pierce, and Snohomish counties.
 - Commercial energy consumption per capita in Clallam County in 2019 was **29-126%** lower than the per capita consumption in King, Kitsap, Pierce, and Snohomish counties.
 - Industrial energy consumption per capita in Clallam County in 2019 was about 2x as high as in Kitsap County, but was **200%+** lower than the per capita consumption in King, Pierce, and Snohomish counties.

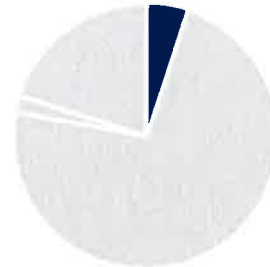
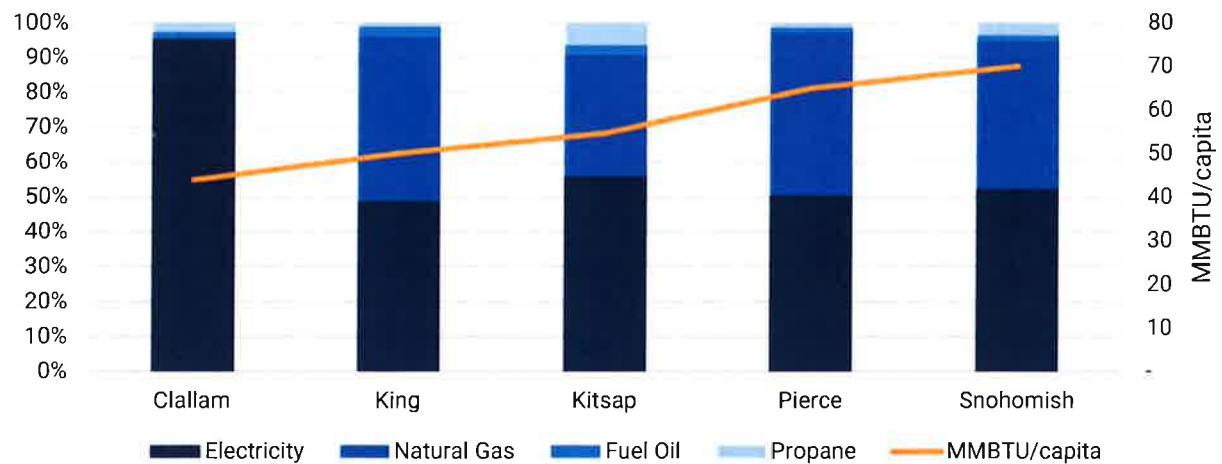


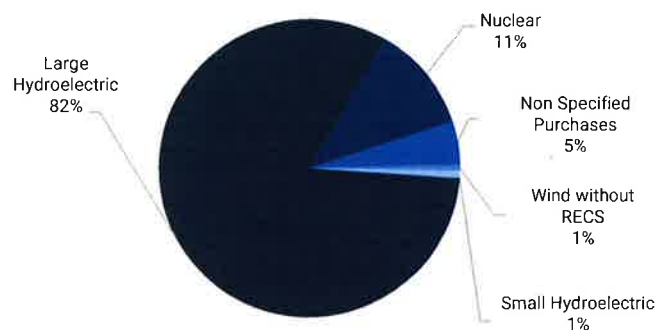
Figure 10. Energy by County (% of all energy needs) and Total MMBTU/capita by County



Electricity | 12,059 MTCO₂e | 54% of Energy emissions | 2.6% of total emissions

Clallam Public Utility District and the City of Port Angeles provide Clallam County's electricity. All of these distributors source their electricity from Bonneville Power Administration (BPA), which supplies nearly carbon-neutral electricity through a fuel mix of hydroelectric, wind, and nuclear power. Figure 11 presents BPA's 2019 fuel mix.

Figure 11. Bonneville Power Administration's 2019 Fuel Mix



Residential electricity consumption accounted for **63%** of emissions, followed by commercial (**33%**) and industrial (**4%**).

Propane | 5,592 MTCO₂e | 25% of Energy emissions | 1.2% of total emissions

Clallam County's propane emissions were calculated by scaling residential propane consumption in Washington to Clallam County using census population data.

Despite accounting for only **3% of total energy consumption**, emissions from propane result in **25% of total energy emissions** due to its high emissions factor (i.e., the amount of emissions produced per unit of energy consumed).

Due to lack of data availability, only residential propane use was calculated in the 2019 inventory.

Fuel Oil | 4,810 MTCO₂e | 21% of Energy emissions | 1% of total emissions

Emissions from residential fuel oil use were calculated by downscaling the statewide number of households who use fuel oil to Clallam County using census data.



Commercial and industrial fuel oil emissions were calculated by scaling statewide commercial and industrial fuel oil consumption data to Clallam County based on number of employees.

Similar to propane, fuel oil makes up only **2% of energy consumption** but contributes **21% of energy emissions** due to its high emissions factor. 50% of fuel oil emissions are from usage in residential buildings, while the commercial and industrial sectors emitted 37% and 13% respectively.

Agriculture | 9,133 MTCO₂e | 2% of total emissions

- Agricultural emissions stem from **soil management** practices (51%) and **livestock management** (49%), which total approximately 2% of total communitywide GHG emissions.



Livestock | 4,665 MTCO₂e | 51% of Agriculture emissions | 1% of total emissions

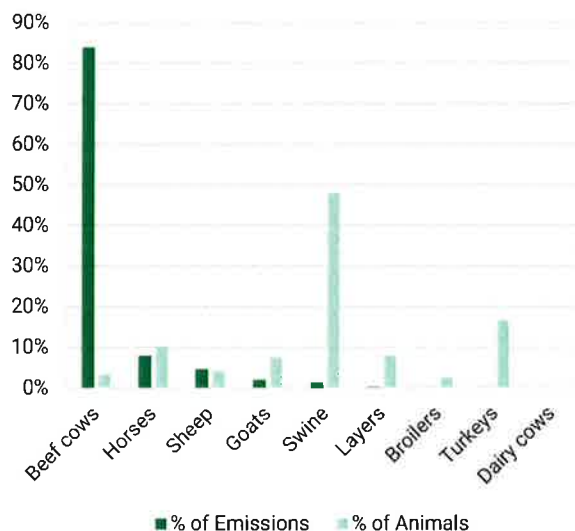
Emissions from livestock stem from two processes:

- Enteric fermentation (94%)**
- Manure management (6%)**

Enteric fermentation refers to livestock digestive processes which result in methane and nitrous oxide emissions.

As shown in Figure 12, the majority of livestock emissions come from beef cows (**84%**), which release more methane than other farm animals. **98%** of total livestock emissions come from beef cows⁵, horses, goats, sheep, and swine. The remaining **2%** of livestock emissions are attributed to poultry⁶.

Figure 12. Total Livestock (%) and Portion of Emissions by Livestock Type (%)



⁵ The 2017 WA Census of Agriculture did not differentiate between cattle types, so it was assumed that emissions from cattle within Clallam County resulted from beef cows.

⁶ Layers are egg-laying chickens and broilers are chickens raised for meat.



The emissions related to livestock are calculated using County level animal counts⁷, as reported in the WA Census of Agriculture. Because this census is only released once every five years, 2019 livestock emissions were calculated using the 2017 Census.

Soil Management | 4,469 MTCO₂e | 49% of Agriculture emissions | 1% of total emissions

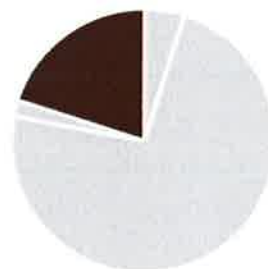
Soil management emissions represent direct and indirect emissions associated with the total number of acres of cropland in Clallam County, calculated using WA Census of Agriculture data.

- **Direct processes** include nitrification (conversion of ammonia to nitrate) and denitrification (conversion of nitrate to nitrogen gas) that naturally occur within soil and produce N₂O.
- **Indirect emissions** result from processes such as:
 - *Volatilization*: the conversion of liquid to gas
 - *Atmosphere deposition*: the process where liquids and gases in the atmosphere move to Earth's surface
 - *Surface leaching*: where fertilizer dissolves into water instead of soil
 - *Fertilizer run-off*: where fertilizer is not fully dissolved into soil and is washed off of the cropland by precipitation or other water sources.

Because the Census of Agriculture is only released once every five years, 2019 soil management emissions were calculated on the 2017 Census.

Other Emissions | 92,077 MTCO₂e | 20% of total emissions

- "Other" emissions sources make up a total of **20%** of 2019 community emissions.
- The largest emissions source in this category is EPA-reported **industrial process emissions** (50%), followed by **refrigerants** (44%), and **solid waste** (6%).
- **Interfor US, Inc.** emitted 91% of EPA-reported industrial process emissions in Clallam County; **McKinley Paper Co.** emitted 9%.



Industrial Processes | 45,930 MTCO₂e | 50% of Other emissions | 10% of total emissions

Washington facilities that have an air operating permit must submit their GHG emissions data to the Department of Ecology (Ecology) or local clean air agencies. Ecology collects emissions data through the [Washington Emissions Inventory Reporting System \(WEIRS\)](#).



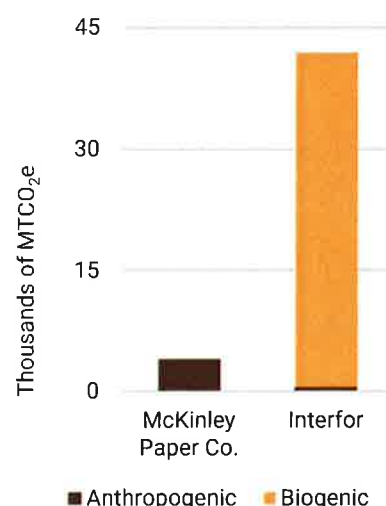
Two industrial facilities in Clallam County report to Ecology under **mandatory emissions reporting** requirements, both located in **Port Angeles**:

- **Interfor** is a sawmill that generates 91% of total EPA-reported industrial process emissions. Interfor is one of the world's largest forest products companies.⁸
- **McKinley Paper Co.** is a paper mill that generates 9% of total EPA-reported industrial process emissions. McKinley is part of Bio Pappel, the largest manufacturer of paper and paper products in Mexico and Latin America.⁹

89% of Clallam County's reported industrial process emissions are biogenic emissions, meaning that they are derived from organic matter, rather than from fossil fuel consumption (anthropogenic emissions). **Over 98% of Interfor's emissions are biogenic** and result from combustion of wood byproduct. This leftover material is used as fuel to produce steam. Note these emissions do not include the emissions resulting from tree cover loss; tree cover loss is discussed in the "Land Use" section below.

To provide a comprehensive picture of emissions in Clallam County, this inventory includes biogenic emissions in its net total. For the purpose of planning for mitigation strategies and actions, the **County may choose to exclude biogenic emissions** from this inventory total. The removal of biogenic emissions from this source would reduce the emissions contribution of Industrial Processes from 10% to 1% of Clallam County's total emissions.

Figure 13. 2019 Biogenic vs. Anthropogenic Industrial Process Emissions



Refrigerants | 40,432 MTCO₂e | 44% of Other emissions | 8.8% of total emissions

Refrigerant emissions are created from the release of hydrofluorocarbons (HFCs), greenhouse gases that mainly used as a coolant in air conditioning and refrigeration equipment.

Refrigerant emissions in this inventory were estimated by downscaling national-level refrigerant emission data from the Environmental Protection Agency (EPA) to the local level using population data.

⁸ [Interfor | Quality Lumber | Moving Ahead in Bold Directions](#)

⁹ [ABOUT | McKinley Packaging](#)

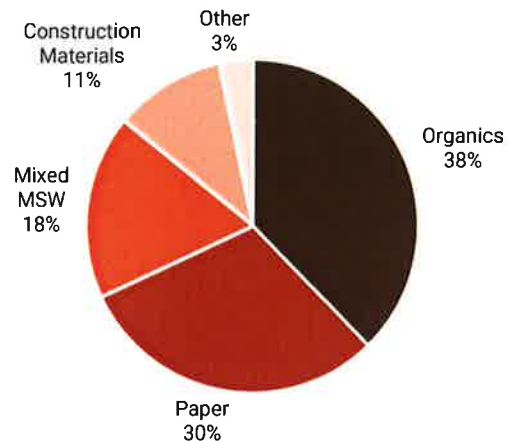


Solid Waste | 5,715 MTCO₂e | 6% of Other emissions | 1.2% of total emissions

Emissions from the **generation and disposal of solid waste** were estimated by multiplying tons of county generated waste (as reported in the County's Solid Waste Management Plan) by material-specific emissions factors, derived from the [EPA WARM v15 model](#).

The distribution of material types was approximated using the 2015-2016 Washington Statewide Waste Characterization Study's "West WGA" waste analysis.

Figure 14. Emissions by Waste Type (%)



Tree Cover

The way that lands are managed (e.g., forest conservation, agricultural practices) affect the exchange of GHGs between the atmosphere and land and can result in emissions or removals of carbon dioxide. Different land use types have differing levels of carbon stocks (stores of carbon) so changes across land use types result in differing levels of emissions and removals.

While these fluxes are an important consideration in climate action planning, tree carbon sequestration and emissions from tree cover loss were not included in the county's inventory totals based on the following considerations:

- **Inventory comparability:**
 - Emissions and removals from forestry are a **relatively new area** for inclusion in GHG inventories as these emissions have historically been challenging to measure accurately/efficiently.
 - Given the expanse of forested land in Clallam County, if emissions from tree cover loss were included in inventory totals they **would make up 84% of Clallam County's GHG emissions**.
 - Inclusion of these emissions would **increase the inventory total sixfold** and as such, make it difficult to meaningfully compare per capita emissions with jurisdictions that have not included this emissions source.
- **Geopolitical boundaries:**
 - Much of the forested land within the **County's geographic boundaries do not align with the County's political jurisdiction**; for example, Olympic National Forest (federal), WA Department of Natural Resources (DNR), and tribal lands all



fall within the County's geographic boundary but outside of their political control.¹⁰

- As the **County has little to no influence over how these lands are managed**, including these lands in the County's inventory is not meaningful for climate action development and implementation.

While these emissions were not included in inventory totals, they were calculated to inform climate action planning. Forestry related emissions were calculated using [Global Forest Watch's \(GFW\) land use change tool](#). This tool uses several datasets including the GLAD (Global Land Analysis & Discovery) lab at the University of Maryland, NASA, the U.S. Geological Service, and the World Resource Institute to create an interactive dashboard which allows users to view estimated emissions resulting from land use changes (Figure 15).

Tree Cover Loss Emissions and Tree Carbon Sequestration Overview

Based on the GFW analysis described above:

- **Carbon sinks** sequestered (removed from the atmosphere) 5.03 million MTCO₂e from the atmosphere in 2019 (Figure 16). Refer to "Carbon Sequestration" section below for details.
- **Tree cover loss** emitted 2.36 million MTCO₂e in 2019 (Figure 18). Refer to "Tree Cover Loss" section below for details.
 - Tree cover gain and loss in Clallam County are shown in Figure 17 and Figure 18 (respectively), providing a geographic visual of the areas of Clallam County in which land use changes are occurring.

Emissions from tree cover loss and tree carbon sequestration are calculated and reported separately. Because carbon sequestration does not directly reduce the total amount of emissions generated by a community, emissions reductions from sequestration processes should be reported separately from GHG emissions (i.e., **GHG emissions from tree loss and tree carbon sequestration should not be netted in inventory total**).

¹⁰ In future analyses, the County could develop a shapefile in a GIS platform that excludes the areas within the county's geographic boundary over which the County has no jurisdiction. This shapefile could then be uploaded into Global Forest Watch (GFW) or another emissions calculator that uses spatial analysis to zero in on only the forested lands the County has influence over.



Figure 15. Image of the Global Forest Watch dashboard for Clallam County.

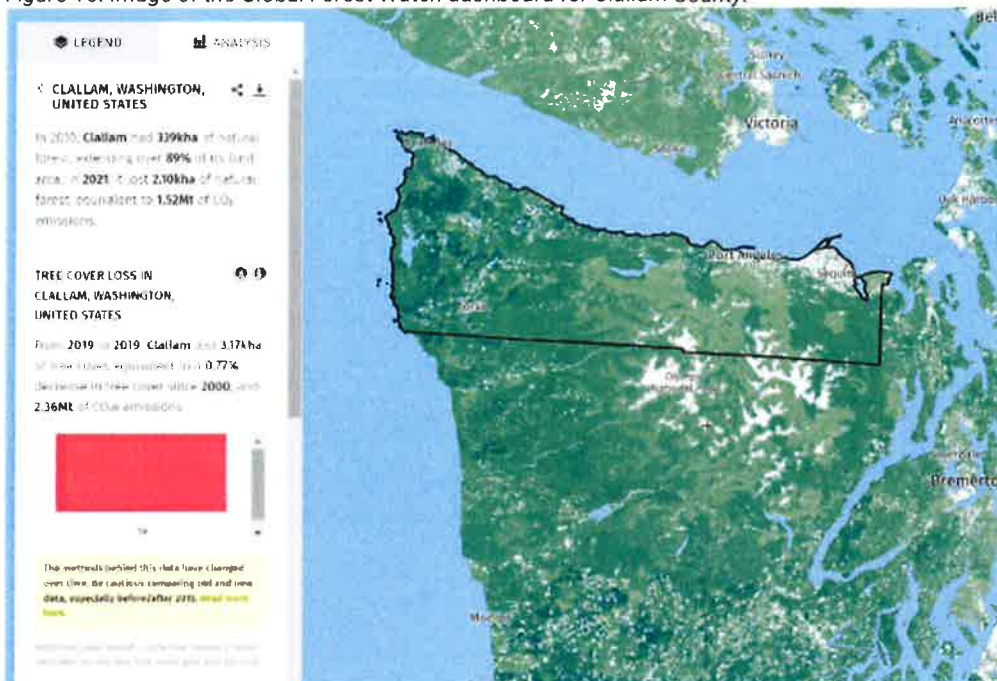
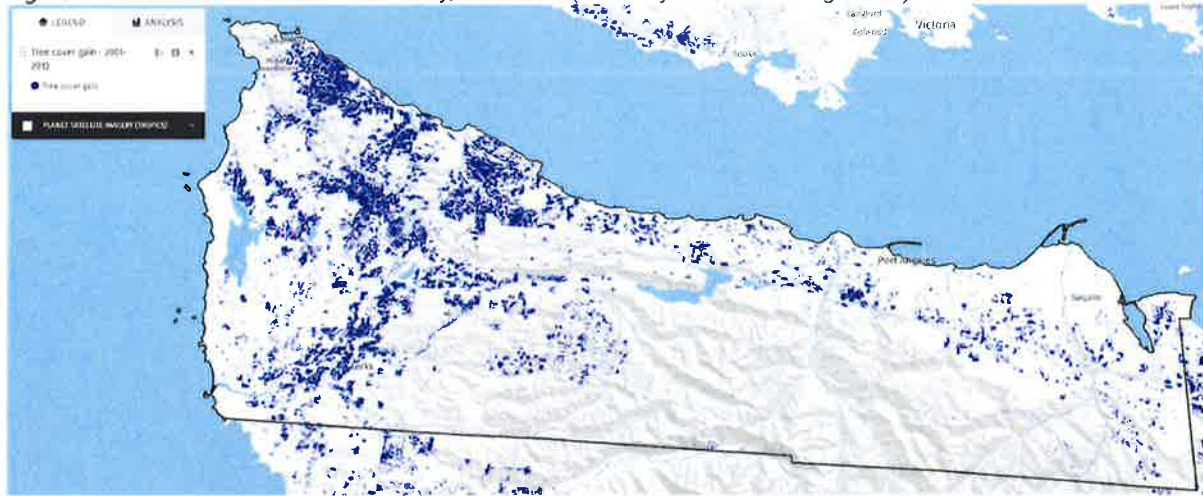
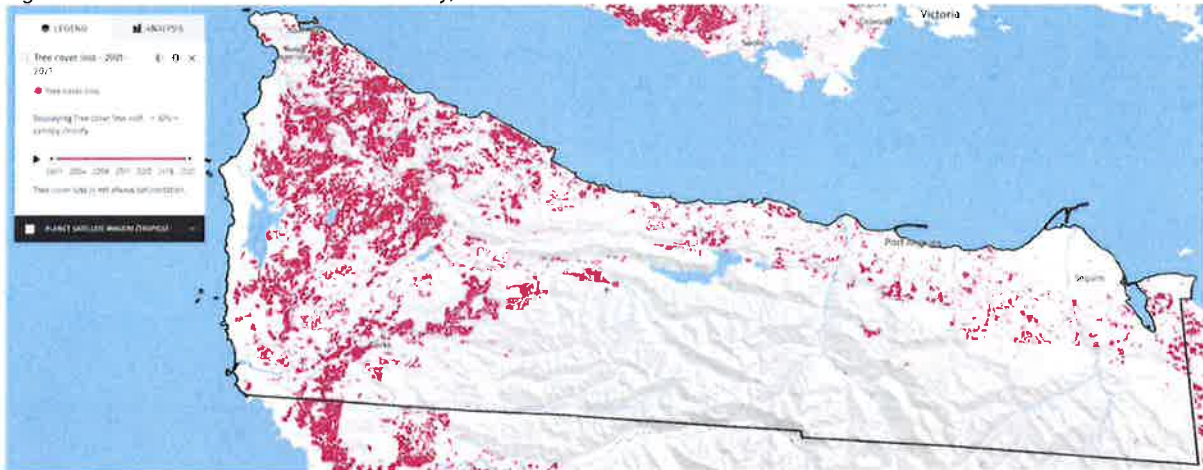


Figure 16. Average carbon sequestration rates in Clallam County, 2001-2021



Figure 17. Tree Cover **Gain** in Clallam County, 2001-2012 (data only available through 2012)Figure 18. Tree Cover **Loss** in Clallam County, 2001-2021

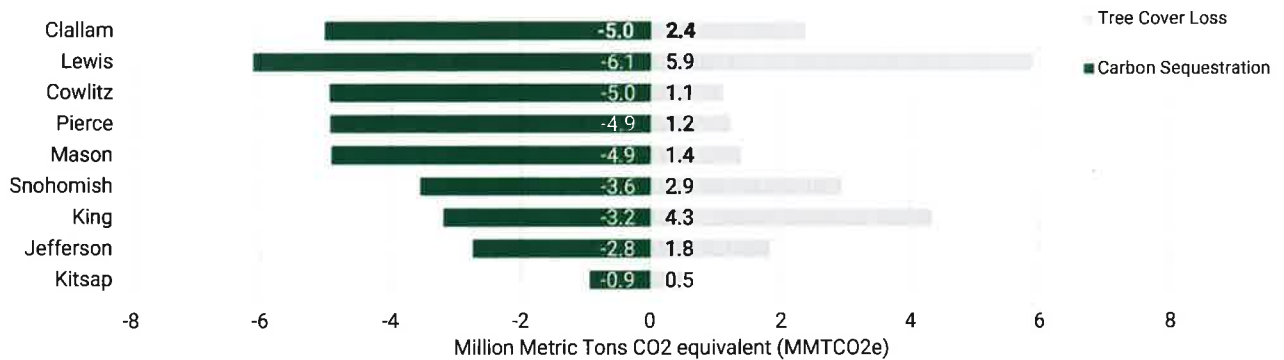
County Comparison

To contextualize Clallam County's tree cover loss emissions, GFW analysis results were compared across eight other Washington counties: Lewis, King, Jefferson, Snohomish, Pierce, Cowlitz, Mason, and Kitsap counties (Figure 19).

- Clallam County's tree cover **sequestered the second largest amount** of CO₂ of these counties. Refer to "Carbon Sequestration" section below for details.
- Clallam County's land management practices **generated the third largest amount of emissions**. Refer to "Tree Cover Loss" section below for details.



Figure 19. Emissions from Tree Cover Loss and Carbon Sequestration by County (MMTCO₂e).



Relationship to Consumption-Based GHG Emissions

While Clallam County has significant forested land which sequesters CO₂, cutting down trees for lumber or paper production produces GHG emissions. These tree cover loss emissions are related to the county's geographic GHG inventory as the activity occurs within the county's boundary.

When measuring GHG emissions from a consumption-based perspective, however, these emissions are attributed proportionately to the consumers of these lumber and paper products, regardless of where the tree cover loss occurred. Refer to Consumption Based Emissions Inventory section below for details on Clallam County's consumption based GHG emissions profile.

Carbon Sequestration | -5,030,000 MTCO₂e

GHG emissions sequestered by trees as a passive process are stored within trees as a carbon sink and are temporarily prevented from being emitted into the atmosphere. In 2019, Clallam County's **tree cover sequestered an estimated 5.03 million metric tons of CO₂e** – approximately **4.5 metric tons per acre of land** in Clallam County. When compared to eight other counties in Washington State, Clallam County's tree cover sequestered the largest amount of carbon per acre, shown in Figure 21.



Figure 20. Emissions from Carbon Sequestration by County (MTCO₂e per acre)

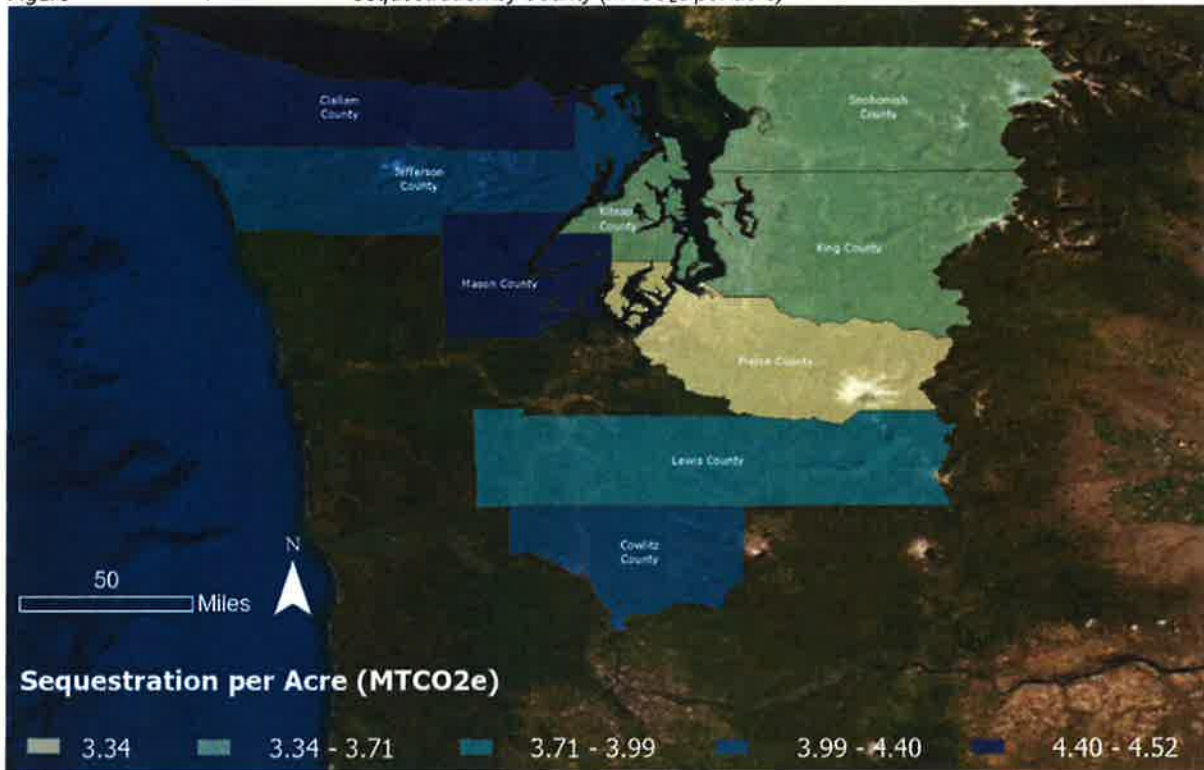
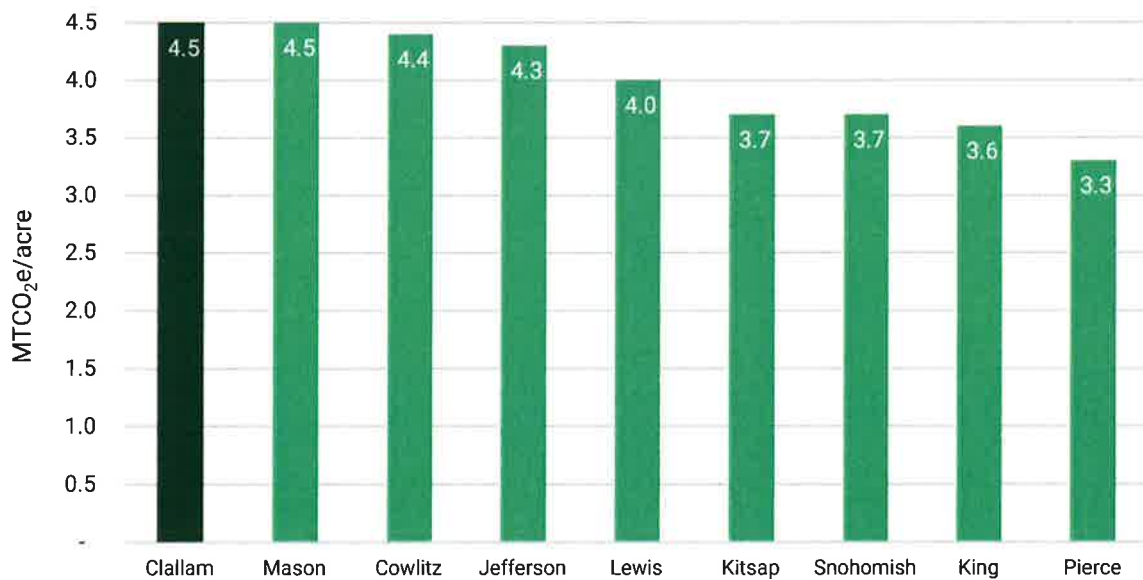


Figure 21. Tree carbon sequestration per acre of land (MTCO₂e/acre)



Tree Cover Loss | 2,360,000 MTCO₂e

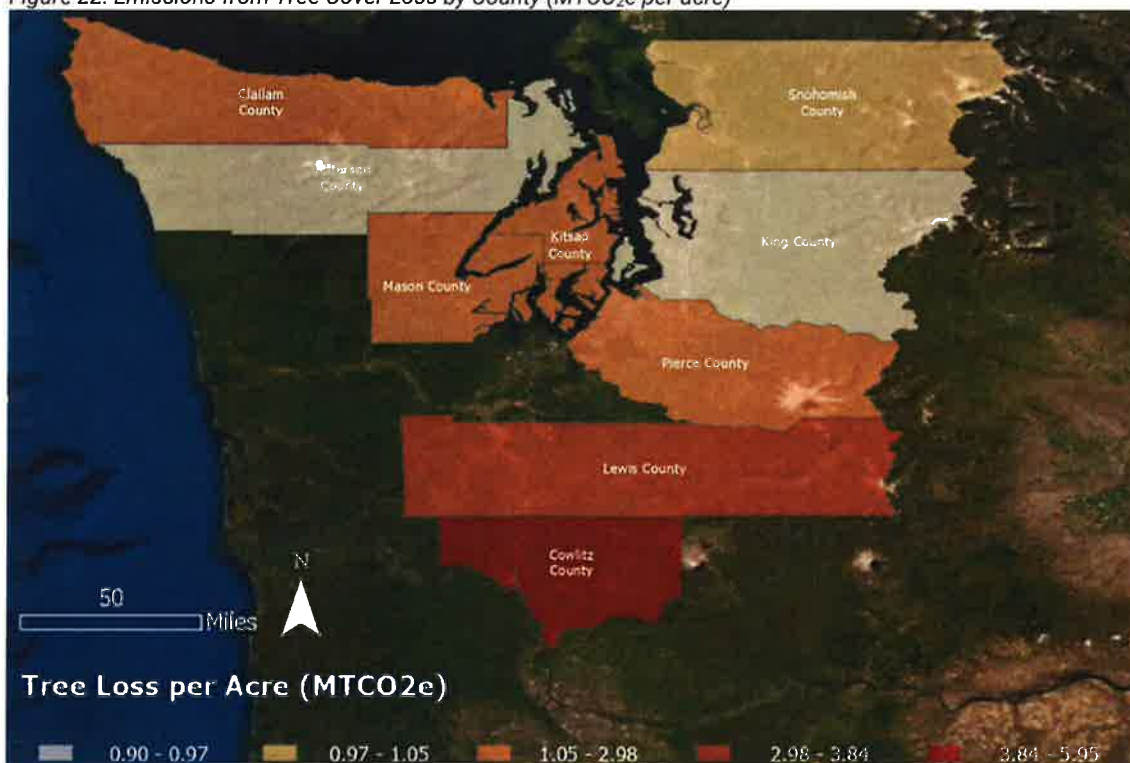
Tree cover loss emissions resulted from the **loss of 3.17 kilo hectares (kha) of tree cover**. Reasons for tree loss could include deforestation, fire, and/or logging.



The GFW tool reflects gross instead of net loss because “in sustainably managed forests, the “loss” will eventually show up as a “gain,” as young trees get large enough to achieve canopy closure” [Global Forest Watch]. For this analysis, **tree cover is defined by the GFW tool as vegetation greater than 5 meters in height.**¹¹ As a result, although County regulations require replanting activity to replace tree cover loss, the tree cover gain will not appear in this analysis until reaching five meters in height.

Tree cover loss resulted in an estimated **2.36 million MTCO₂e**; approximately **2.1 MTCO₂e per acre of land**. When compared to the eight counties shown in Figure 23, Clallam County’s emissions from tree cover loss were slightly below average.

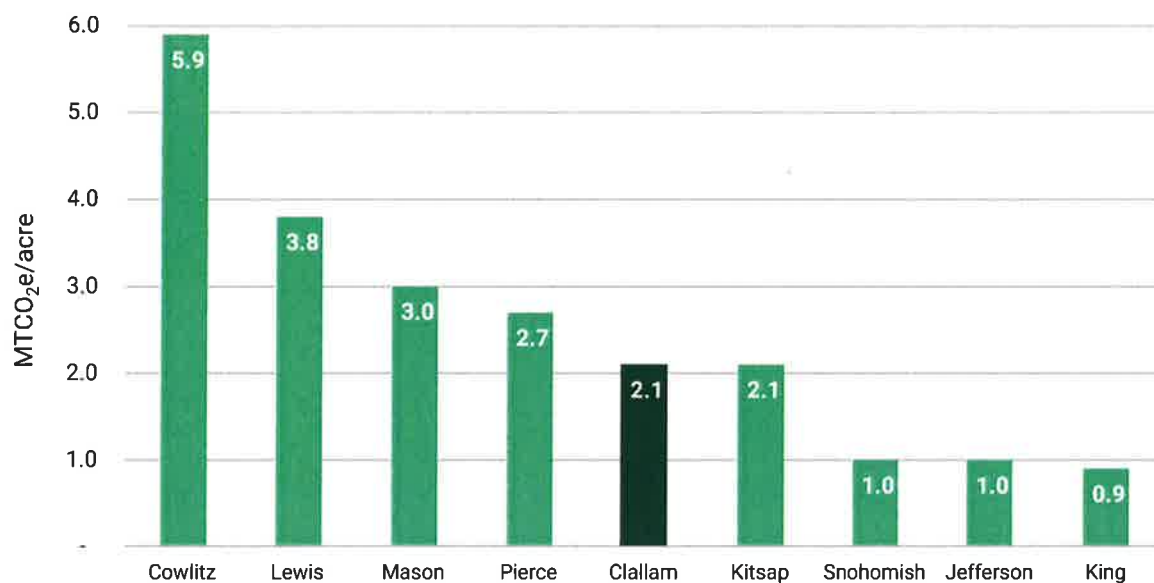
Figure 22. Emissions from Tree Cover Loss by County (MTCO₂e per acre)



¹¹ [Interactive World Forest Map & Tree Cover Change Data | GFW \(globalforestwatch.org\)](https://globalforestwatch.org/)



Figure 23. Tree cover loss emissions per acre of land (MTCO₂e/acre)



County Operations Greenhouse Gas Inventory



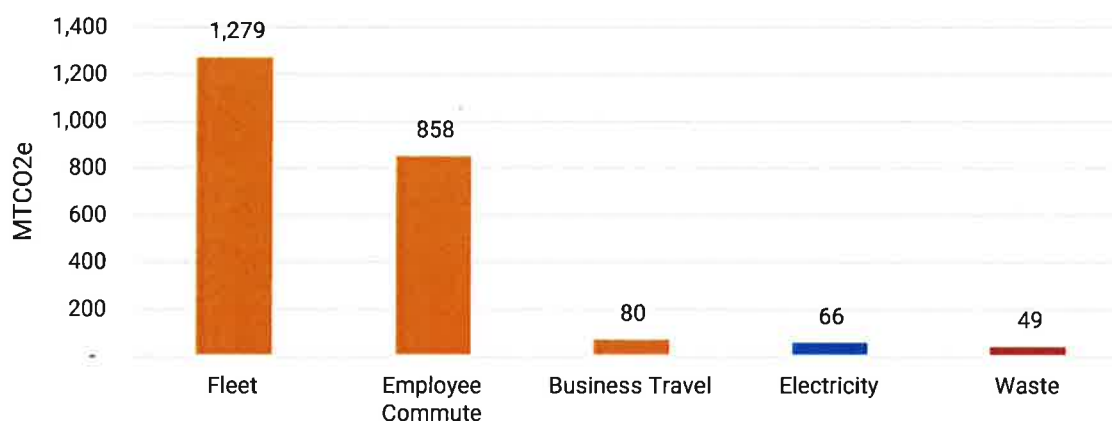
The County Operations GHG inventory includes the sources below for the County's governmental operations only.

Emissions Sources	Inventory Protocol Ref.
Energy use in (1) municipally owned and/or operated buildings and facilities; and (2) streetlights and traffic signals	LGOP 6.2.1
County's vehicle fleet and fuel-consuming equipment	LGOP 7.1.1.1
Employee commute and business travel	LGOP 12.2.1
Solid waste generation	LGOP 9.3.1-3

INVENTORY RESULTS AND ANALYSIS

County operations produced **2,332 MTCO₂e** in 2019, as shown in Figure 24. The **largest source of GHG emissions (95%) is from transportation**. The County's transportation emissions results from usage of fleet vehicles, business travel, and employee commute choices. Remaining emissions are from **energy** consumption and **solid waste** generation, accounting for 3% and 2% of County emissions respectively.

Figure 24. Total 2019 County Operations GHG Emissions by Emissions Source (MTCO₂e).



GHG emissions can be categorized into three “scopes,” related to the extent of control over the emissions source:

- **Scope 1.** Direct emissions from sources from stationary and mobile combustion such as County owned vehicles such as the County's fleet.
- **Scope 2.** Indirect emissions that result from the purchase of electricity, steam, or other heating and cooling sources.



- **Scope 3.** Indirect emissions resulting from activities the jurisdiction has minimal influence over such as employee commuting and business travel.

As such, the County has more direct influence and control over emissions from its own fleet vehicles as compared to emissions from employee commuting and business travel. This dynamic should be considered in climate action planning to prioritize the areas where the County has the most operational control.

Vehicles

- Transportation emissions account for **95% of 2019 County operations emissions**.
- **Fleet emissions** represent 58% of transportation emissions, split nearly evenly between gasoline and diesel vehicles.
- 98% of fleet emissions can be attributed to **on-road vehicles** while only 2% result from **off-road vehicles**.
- **Employee commute** makes up 39% of transportation emissions. Commute emissions are about 5 MTCO₂e per employee (the County had 464 employees in 2019).
- **Business travel** represents the remaining 3% of transportation emissions.



Fleet Vehicles | 1,279 MTCO₂e | 58% of transportation emissions | 55% of total emissions

Fleet transportation emissions include emissions from gasoline and diesel-powered vehicles (passenger, light-duty, and heavy-duty) owned by Clallam County.

- 52% of fleet emissions are from **gasoline** vehicles, while 48% are from **diesel** vehicles (Figure 25).
- Only 2% of fleet emissions were from **off-road vehicles and equipment**.

Figure 25. Fleet Emissions by Fuel and Type (%)



Employee Commute | 858 MTCO₂e | 39% of transportation emissions | 37% of total emissions

Employee commute emissions were calculated based on an **internal survey** conducted by County staff, surveying staff's average commute length, method, and frequency. In 2019, the County had 464 employees, however only 173 participated in the commute survey and many only responded to specific questions. Due to a lack of full participation and a lack of more complete data, this **sample may not be representative of all County staff**.

79% of employees surveyed commuted to work using their personal vehicle, while approximate 10% work from home, and the remaining 11% indicated that their commute types include: carpool, public transportation, walking, biking, riding a motorcycle, or another commute method.



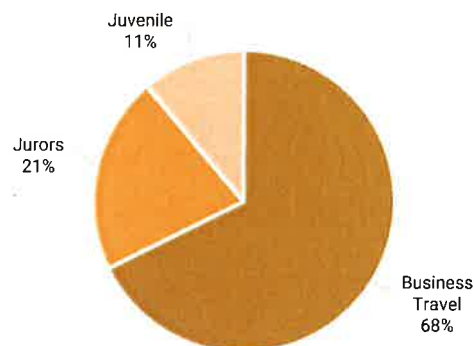
99% of employee commute emissions are from single occupancy vehicles, while 1% are a result of carpooling and motorcycle usage. For this inventory, using public transportation to ride to work was considered an insignificant source of emissions.

Business Travel | 54 MTCO₂e | 3% of transportation emissions | 3% of total emissions

In 2019, business travel emissions associated with County emissions resulted from activities including:

- **County employee business travel (68%)**
Includes travelling between sites, attending conferences, etc. Does not include employee commute to and from their regular place of work.
- **Juror travel (21%)**
Community members selected to serve on a jury travel between their place of residence and the courthouse. This travel is attributed to the County because jurors are required to travel.
- **Juvenile service volunteer travel (11%)**
Community members within Clallam County may volunteer for the County's Child Advocate Program to serve youth in dependency. Emissions related to travel while volunteering are attributed to the County.

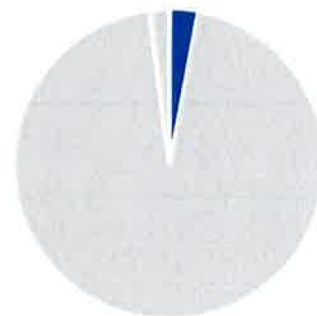
Figure 26. Emissions by Business Travel type (%)



Energy | 66 MTCO₂e | 3% of total emissions

- 2019 electricity use produced **66 MTCO₂e**, approximately 3% of all 2019 County GHG emissions.
- County facilities do not use stationary fuels such as natural gas, propane, or fuel oil, meaning that **100% of the County's energy consumption is from electricity**.

The County's electricity is provided by Clallam Public Utility District, the City of Port Angeles, and Jefferson PUD. Each of these distributors source their electricity from Bonneville Power Administration (BPA), a utility that supplies nearly carbon-neutral electricity through a fuel mix of hydroelectric, wind, and nuclear power.



Solid Waste

- Solid Waste emissions make **2%** of 2019 County Operations emissions.
- Total waste tonnage for the County was calculated using solid waste invoicing information and waste pickup frequency.
- Emissions from the **generation and disposal of solid waste** were estimated using an emission factor derived from the [EPA WARM v15 model](#).



Consumption-Based Emissions Inventory



While geographic GHG inventories represent the emissions over which local governments typically have the most influence, consumption-based emissions inventories (CBEI) recognize that a **community's carbon footprint extends beyond its jurisdictional borders**.

Typically, consumption-based emissions from the **production, transportation, use, and disposal of goods and services consumed by a community** are significantly higher than geographic emissions because they account for these additional sources.

In 2019, the average Clallam County household was responsible for roughly 35 MTCO₂e (Figure 27), or about 15 MTCO₂e per person. With 33,022 households in the county, this is a total of roughly **1.2 million MTCO₂e**.

Consumption-based emissions include five categories: **transportation, housing, food, goods, and services**.

- **Transportation** was the single largest category of emissions, followed by **food and services**.
- **Gasoline** was the single largest source of emissions overall, among all sub-categories.

Figure 27 provides an overview of the county's average per-household emissions. Differences in household size, spending, housing, travel, and other discretionary and non-discretionary factors affect individual household's emissions. Refer to *Appendix B. Consumption-Based Inventory Report* for full inventory results.

Figure 27. Average household consumption-based emissions by category (MTCO₂e).

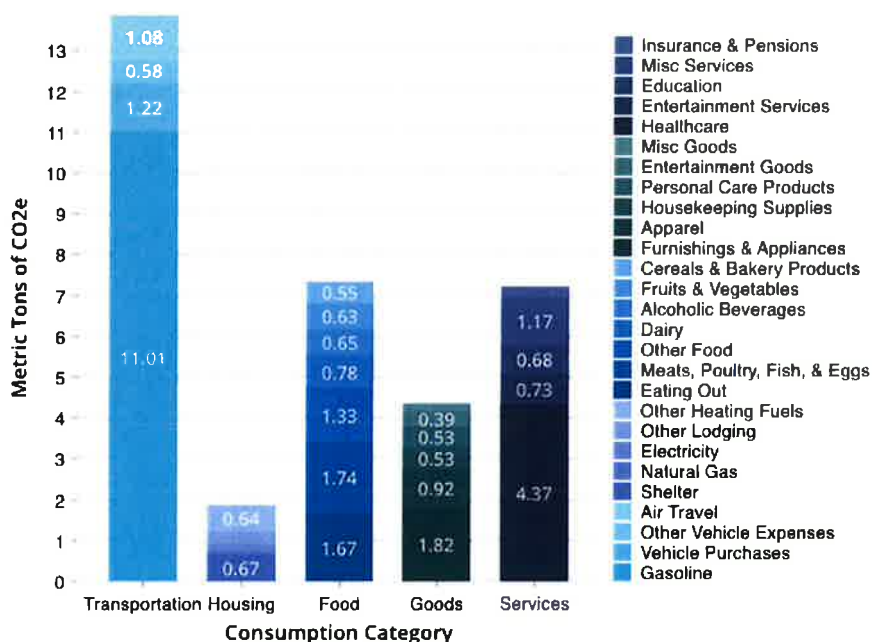
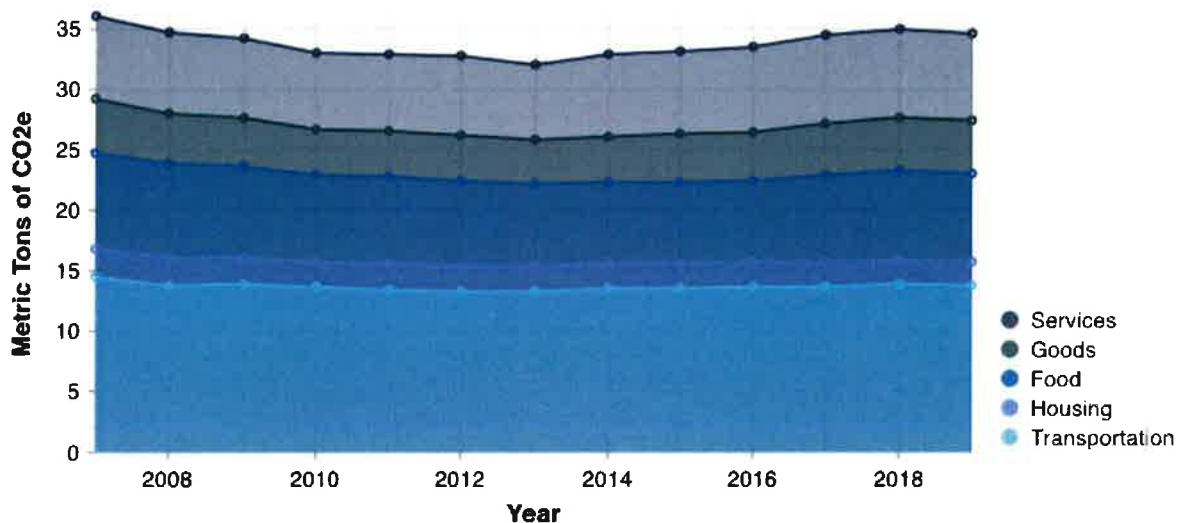


Figure 28 shows Clallam County's **per household emissions decreased 4% from 2007 to 2019**, approximately 1.4 MTCO₂e per household. Over the same time period, **national consumption-based emissions declined by over 12%**, largely due to the use of cleaner electricity and vehicles. Clallam County's emissions trends have not been as significant as the national average likely due to the County's historic and continued use of clean power from BPA.

Figure 28. Historical CBEI trends (2007-2019)



Consumption based emissions inventories are a beneficial tool to help a community **identify priority areas for emissions reduction on an individual or per household level**. For example, the largest source of 2019 consumption-based emissions in Clallam County was from gasoline consumption. Examples of strategies that households can employ to reduce their emissions from gasoline usage include transitioning to a hybrid or electric vehicle or choosing alternative transportation methods where possible, such as taking public transit, walking, biking, or scootering.

Emissions Forecast

While GHG inventories provide a current snapshot of the county's emissions, the wedge analysis below (Figure 29) illustrates how emissions are projected to change into the future.

- **"No action" scenario:** The black dotted line represents projected growth in emissions in the absence of federal, state, or local climate action. In this scenario, emissions are projected to grow 7.5% from 2019 to 2050. Population projections were used to forecast emissions growth.
- **Federal and state policies:** The orange, blue, and maroon wedges represent the emissions reduction expected from the adopted federal and state climate policies below. Collectively, these policies are expected to reduce emissions 26% from 2019 to 2050.
 - **Federal Vehicle Regulations:** Corporate Average Fuel Economy (CAFE) standards are fleet-wide averages that must be achieved by each automaker for its car and



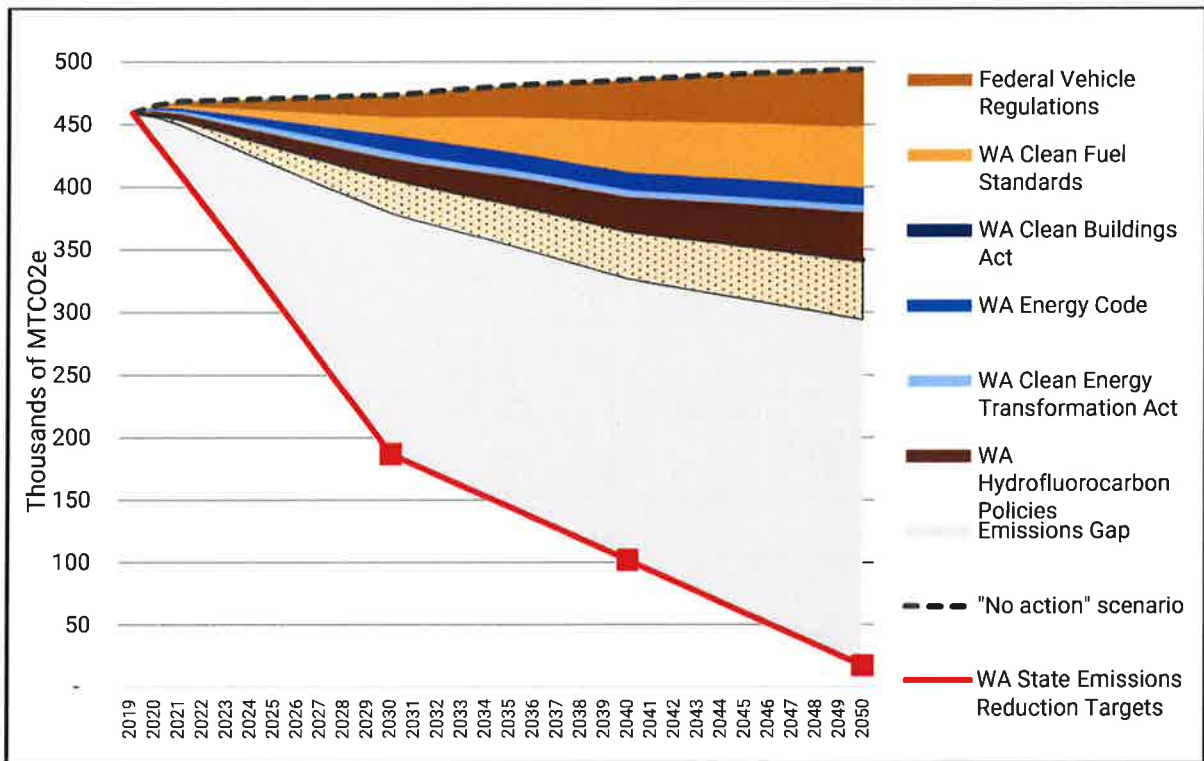
try fleet, regulated by the Department of Transportation's National Highway Traffic and Safety Administration (NHTSA).

- WA Clean Fuel Standards: Requires a 20% reduction in the carbon intensity of transportation fuels by 2038, compared to a 2017 baseline level. may be achieved through cleaner fuels or by purchasing clean fuel credits from cleaner producers such as those providing electricity as fuel. Boats, trains, aircraft, and military vehicles & equipment are excluded.
- WA Clean Buildings Act: Requires all new and existing commercial buildings over 50,000 square feet to reduce their energy use intensity by 15%, compared to the 2009-2018 average.
- WA Energy Code: Requires residential and nonresidential construction permitted under the 2031 state energy code to achieve a 70% reduction in annual net energy consumption (compared to a 2006 baseline).
- WA Clean Energy Transformation Act: Applies to all electric utilities serving retail customers in Washington and sets specific milestones: By 2025, utilities must eliminate coal-fired electricity from their state portfolios; By 2030, utilities must be greenhouse gas neutral, with flexibility to use limited amounts of electricity from natural gas if it is offset by other actions; By 2045, utilities must supply Washington customers with electricity that is 100% renewable or non-emitting, with no provision for offsets.
- WA Hydrofluorocarbon (HFC) Policies: HB 1112 requires that new equipment be manufactured without HFCs or using refrigerants with a lower global warming potential (GWP) in a phased approach through 2024. HB 1050 applies Clean Air Act provisions for ozone depleting substances to HFCs and extends restrictions on higher GWP HFCs to new equipment.
- **WA State Emissions Reduction Targets**: The red line in the graph below represents the state of Washington's emissions reduction targets (using a 1990 emissions baseline):
 - 45% reduction by 2030
 - 70% reduction by 2040
 - 95% reduction by 2050 (+ net zero emissions)¹²
- **Emissions Gap**: The grey wedge represents the remaining amount of emissions that would need to be reduced through regional and local action to achieve WA State Emissions Reduction Targets.

¹² Net zero emissions means that emissions produced and emissions sequestered from the atmosphere net to zero. In the context of emissions reduction targets, 95% of the state's emissions must be reduced while the remaining 5% of emissions could be addressed through carbon offsetting or sequestration to achieve net zero.



Figure 29. Forecasted communitywide geographic emissions and reductions through 2050.



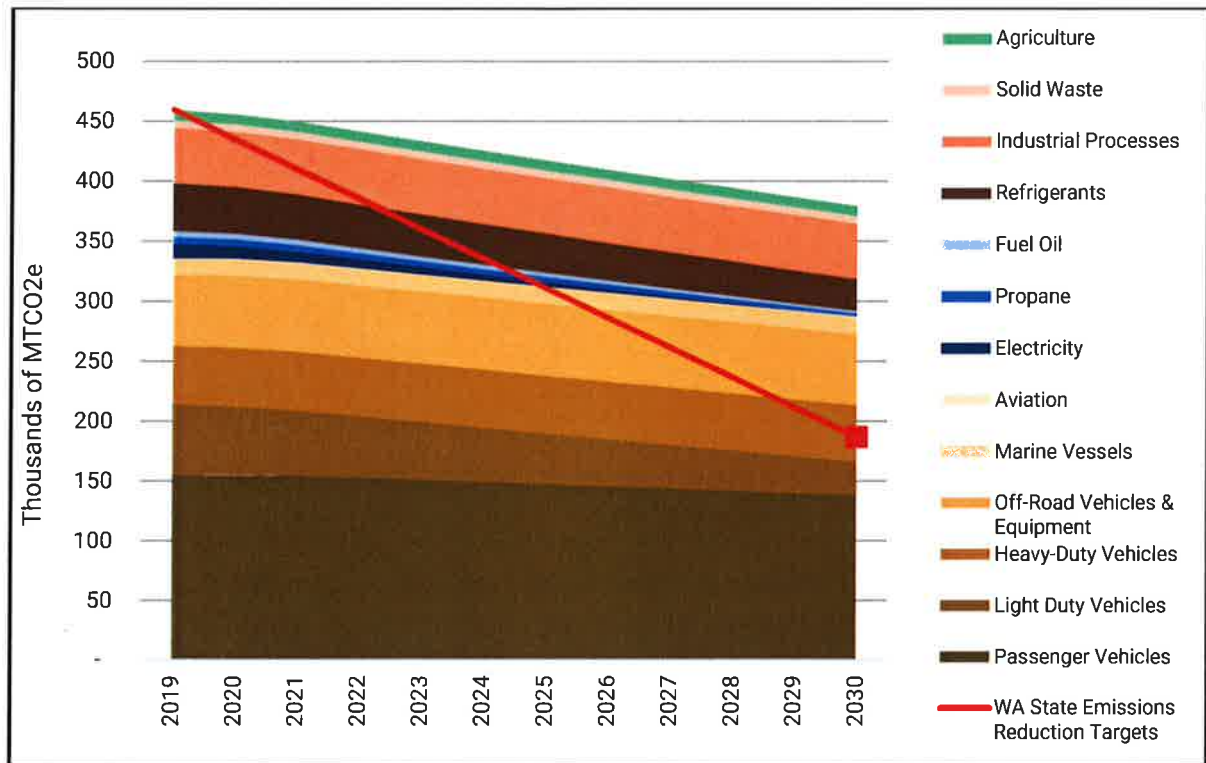
Emissions to address through local action

While the chart above represents total emissions and reductions in the long term (through 2050), the graph below (Figure 30) represents the individual sources of emissions projected in the short term (through 2030).

These emissions sources are the primary focus of the strategies and actions within this CAP. **On- and off-road vehicles make up 75% percent of total projected 2030 emissions** (58% and 17% respectively). As such, Clallam County should continue to focus efforts on high-impact transportation actions, such as promoting the transition to electric vehicles and equipment, and various e-government approaches that reduce commuter traffic.



Figure 30. Forecasted communitywide geographic emissions through 2030.



STRATEGIES AND ACTIONS

Introduction

Clallam County's emissions inventories and forecasts are in alignment with recent studies by the Intergovernmental Panel on Climate Change (IPCC), showing that greenhouse gas (GHG) **emissions will continue to increase if we do not take action** to limit the impacts of climate change. Clallam County has already experienced climate change impacts such as record-breaking **heatwaves, drought, flooding from heavy storms, and severely compromised air quality from wildfire smoke**.

Through this CAP, Clallam County sets the foundation for the County and the community to **reduce emissions and build a resilient, sustainable future**. The following focus areas, goals, strategies, and actions are a strategic mix of County- and community-focused initiatives and actions designed to reduce governmental and communitywide emissions.¹³

Guided by the County Climate Action Committee (CAC)¹⁴, these strategies and actions work to **protect and maintain local natural resources and ecosystems, public health and safety, disaster resilience and economic vitality**.

Actions were prioritized if **highly impactful, easily implementable, and/or cost-efficient**. The strategy and action development process was guided by and rooted in Clallam County priorities and values through the CAC.

Planning Process

The strategy and action development process is outlined in the figure below in coordination with NODC efforts. Development was iterative, revisiting action language, strategies, and goals at each stage of the process, described in detail in the sections that follow.

¹³ The strategies and actions in this CAP were developed with funding from the North Olympic Development Council (NODC). In 2022, NODC provided consultant support to Clallam County to help guide the development of strategies in alignment with other local governments' climate action efforts, in addition to participation in NODC regional climate initiatives for collective action in the Olympic Peninsula.

¹⁴ The CAC consists of County staff representing a variety of departments. Each committee member attended seven monthly CAC meetings related to this project, as well as met outside of monthly committee meetings for further discussion.





Policy Scan

The strategy and action development process started with a policy scan of **key policy and planning documents** from Clallam County, plans and policies of regional jurisdictions, Tribes, and other relevant agencies and comparable counties within the state. The goal of this review was to identify:

- Sustainability plans, programs, policies, and actions already in place
- Types of actions that have already been proposed
- Actions being implemented by cities within the County
- Policy context, particularly for transportation, land use, and buildings

The policy scan culminated in an initial list of potential actions, primarily **focused on mitigation with adaptation as a high priority co-benefit**. The CAC narrowed this list based on the strategic priorities outlined above (impact, feasibility, and cost) as well as actions that can be implemented within the next five years.

Initial strategy and action development was also informed by findings from the **government operations** and **communitywide** GHG inventories.

To see all documents reviewed during the policy scan, and other existing key state and regional policies please see [Appendix D](#).



Multi-Criteria analysis (MCA)

The initial list of actions was further vetted through a multi-criteria analysis (MCA). The MCA assigns *qualitative* numerical scores to each action for each criterion (see table below) to arrive at an overall priority score. Each criterion is scored on a 1 (low) to 5 (high) scale and criteria were weighted equally. Any action that scored below a 3 (neutral) on the equity criterion was refined to raise the score to a 3 or higher.

Actions that were eliminated during this prioritization process are included in [Appendix C](#) for future consideration. Full MCA criteria definitions and MCA Priority Score breakdowns are included in [Appendix E](#).

Criterion		Definition/Sub criteria
Emissions Impact		What is the scope and likelihood that the action will reduce GHG emissions? By when? Can impact be measured and tracked?
Cost		What is the cost to the community and County?
Feasibility		Are there regulatory, political, or technological constraints related to action implementation? Is the action adaptable to new technologies?
Equity		Does the action reduce vulnerability for all populations? Is it fair? Are benefits distributed equitably across the community? Do they redress historic inequities?
Co-benefits		Does the action support 1) climate resiliency, 2) economic development, and 3) conservation (i.e., energy & water)?



Strategies and Actions

Guided by GHG inventory results and CAC discussions, Clallam County developed the following goals, focus areas, strategies, and actions to meet emissions reductions and CAP goals.

This plan serves as a roadmap, to be adaptively managed, for how Clallam County will work to reduce GHG emissions over the next 5 years.

In order for Clallam County to ensure that the following strategies and actions outlined to meet Climate Action Plan's goals and target metrics, **the County should first expand staff capacity by establishing a full-time Sustainability Officer**. The Sustainability Office will implement coordinated sustainability projects across Clallam County departments and ensure that new projects consider CAP goals from the outset.

The Sustainability Officer's duties would include:

- Identify opportunities and secure funding to **integrate more climate action and analysis into other County planning efforts** (e.g., Comprehensive Plan) as a way to align strategies and priorities for shared funding
- Support departments with **grant writing** for climate-related opportunities
- Work with department liaisons to ensure **accountability** of policies/actions related to existing policies and CAP goals
- Recommend **new and updated policies** that promote sustainability
- Create a **systematic way to assess the GHG emissions** associated with major county actions/policies/plans and consider the cost of those emissions during the decision-making process
- Oversee **centralized procurement** process
- **Seek funds** for projects such as studies that focus on developing industries around local re-use
- Develop, manage, and preform **sustainability outreach** and programs



Focus Areas and Legend

Five key focus areas emerged based on Clallam County priorities, the extent of the County's control, and the primary sources of GHG emissions. The goals developed for each focus area align with other County plans and existing efforts.

Each focus area section provides an overview of the topic's relevance and importance to the plan, followed by tables listing the climate strategies and actions within the focus area. Each action has an ID number, scope, action short name, and action description.

Focus Area	Goal
 Energy & Built Environment	Decrease and mitigate emissions through clean energy and energy efficiency in the built environment.
 Consumption & Solid Waste	Reduce organic waste stream by half by 2030 through waste diversion and sustainable consumption.
 Transportation	Increase transportation options, incentivize non-motorized transportation options, facilitate, and plan for electrification of vehicles.
 Land Use	Implement policies for sustainable, smart development that reduces urban sprawl, strengthens food systems, and increase conservation.
 Natural Environment	Conserve and protect the environmental attributes and critical areas of Clallam County that contribute to the quality of life for all.



Community

The action designed for the entire Clallam County community.



County

The action is intended for County operations and internal processes only.



Strategies and Actions by Focus Area



ENERGY & BUILT ENVIRONMENT

GOAL: Decrease and mitigate emissions through clean energy and energy efficiency in the built environment.

Energy consumption contributes only 5% of total community-wide emissions. This percentage is lower than most jurisdictions in Washington because the county does not use natural gas and electricity comes primarily from hydropower and other renewable sources. The actions below focus on maximizing energy efficiency in buildings and bolstering grid resiliency.

Strategy: Install and incentivize energy-efficient upgrades and retrofits

#	Scope	Action Name	Action Description
1.1		Install energy efficiency retrofits at County facilities	Conduct energy audits for all County facilities. Install energy-efficient upgrades and retrofits for existing County facilities informed by the energy audit. Examples include: • Install energy-efficient lighting and automatic light sensors. This includes retrofitting light fixtures and/or replacing bulbs with LEDs. • Install energy-efficient heat pumps in all buildings. • Install occupancy sensors in all County buildings. • Develop and implement weatherization program for County facilities. • Install or improve building insulation (energy efficient windows) in County facilities. • Install new energy efficient cooking appliances. • Install photovoltaic panels on existing buildings and for stand-alone lighting and on county owned property where appropriate and productive. • Repair the solar water heaters on the Clallam County Courthouse that are not currently operative, or replace with more efficient models.
1.2		Incentivize energy efficient retrofits and upgrades for	Work in collaboration with partners to incentivize energy-efficient improvements and retrofits for residential and commercial buildings in the County. Including:



Strategies and Actions

		residential and commercial buildings	• Help connect citizens to information and rebates available for energy-saving updates. • Incentivize residents to switch heating sources from wood-burning stoves and propane to high-efficiency electrical heaters and other less carbon intensive sources. • Partner with Clallam PUD to expand low-income Energy Assistance programs. • Set up a fund or grant to assist in payment for energy efficient upgrades for residential properties.
Strategy: Use cleaner energy-sources and increase resiliency of energy systems.			
#	Scope	Action Name	Action Description
1.3		Invest in community energy projects	As part of community development and promoting energy resiliency, assess potential capital projects that develop community energy projects (e.g., local microgrids, local solar projects) to ensure there is energy supply redundancy, especially within County facilities, critical facilities such as hospitals, schools and airports or neighborhoods vulnerable to power loss due to natural events.





CONSUMPTION & SOLID WASTE

GOAL: Reduce organic waste stream by half by 2030 through waste diversion and sustainable consumption.

The generation and disposal of solid waste accounted for 1% of total community-wide emissions. Most of these emissions are from organics (38%) and paper (30%). As noted in the Consumption-Based Emissions Inventory section above, there is also a large carbon footprint associated with the upstream activities related to consumption of goods and services.

The actions below focus on reducing organic waste through food waste diversion and composting as well as sustainable consumption practices. The following strategies and actions are in alignment with existing goals and efforts outlined the [2021 Solid Waste Management Plan](#).

Strategy: Increase waste diversion to reuse, repair, and support edible food rescue.

#	Scope	Action Name	Action Description
2.1		Expand food waste diversion and education programs	Expand existing food waste diversion and composting programs for large food producing commercial businesses (e.g., hotels, restaurants, caterers, cafeterias, etc.), and residential homes. Programs could include: • Commercial food donation programs. • Expand compost pickup services and on-site composting throughout the County for commercial users. • Identify end-use applications for compost. • Support and expand existing food waste and yard waste diversion program for residential households and encourage backyard composting. • Support existing waste prevention program and educational resources for waste, recycling and composting. • Fund existing master Composter and Recycler programming for waste reduction.



2.2		Increase waste diversion in County Operations	- Recycling and composting will be made available at all County-owned facilities including the Courthouse, 3rd Street Building, Juvenile Services Building, and all County-owned Campgrounds. - Develop and implement a centralized procurement policy. - Sustainability Officer will create a centralized location for surplus office supplies that can be accessed by all county departments.
Strategy: Promote green purchasing and sustainable consumption			
2.3		Expand on County sustainable purchasing policies and reduce paper waste in County Operations	- Expand on current County sustainable purchasing policies and guidelines that prioritizes local, recycled content, and other sustainability considerations. - Develop department-specific strategies to reduce paper consumption by up to 15%. - Duty of Sustainability Officer to implement.



TRANSPORTATION

GOAL: Increase transportation options, incentivize non-motorized transportation options, facilitate and plan for electrification of vehicles.

Transportation contributes the largest share of communitywide emissions (73%), attributed in large part to the rural, spread out geography of Clallam County compared to more condensed urban settings. Major sources of emissions within this sector are on-road vehicles (78% of transportation emissions) and off-road vehicles (18% of transportation emissions).

The actions below focus on reducing single-occupant vehicle miles driven, encouraging rideshare and non-motorized transportation options where feasible, and installing infrastructure for the transition to electric vehicles. Additionally, Clallam County will be prioritizing actions that maintain an **e-government** and work-from-home model for County employees who are able to encourage less employee vehicle miles travelled.

Strategy: Reduce single-occupant vehicle miles travelled and support non-motorized transportation options

#	Scope	Action Name	Action Description
3.1		Create a County employee commute reduction program	Create and implement a vehicle trip reduction policy that incorporates: • Codified e-government operations. • Formalized teleconferencing/telecommuting and hybrid work schedule policy. • Video and/or web conferencing abilities in all major County facilities. • Strengthen County incentives for carpooling, transit ridership, biking/walking, and commute trip reduction among County employees.
3.2		Develop a non-motorized transportation plan	Expand on the development of non-motorized transportation options and infrastructure to support biking, walking, and other means of non-motorized transportation by: • Develop of a non-motorized transportation master plan for Clallam County. • Updating the Comprehensive Plan to expand upon elements for non-motorized transportation such as bicycle infrastructure and pedestrian networks, with a focus within the Urban Growth Areas for non-motorized connections to business, retail, and transit connections. The development of feeder trails into the Olympic Discovery Trail should be expanded upon.



			- Expand funding for the Transportation Improvement Plan for the development of non-motorized transportation as outlined within the Comprehensive Plan. - Where feasible, include safety and accessibility enhancements at busy interchanges and other busy streets. - Continue working with the Peninsula Regional Transportation Planning Organization to expand on their Regional Transportation Plan. - Implement a process by which non-motorized infrastructure is considered at the outset of every Roads Department project.
Strategy: Build infrastructure for and transition to electric vehicles			
3.3		County fleet electrification and idle reduction	- Expand EV charging stations available at County facilities for use by County fleet and County employee vehicles. - Electrify or switch to hybrid County fleet vehicles where feasible, establish a reduced idling policy for all County vehicles, and monitor fleet emissions yearly. - Identify County operations that could be accomplished without a vehicle or with a less carbon-intense fuel source.
3.4		Prepare for EV infrastructure and use	Work with Peninsula Regional Transportation Planning Organization (PRTPO) to develop strategies and expand infrastructure to increase use of electric vehicles. This includes: - Developing and implementing an EV infrastructure plan. - Encourage EV network expansion by helping connect citizens to information and rebates. - Recommend installing EV parking and charging infrastructure in homes. - Revise parking standards code to: - Include incentives to support bicycle storage (i.e., racks) and ride share amenities. - Include incentives for EV parking spot adoption within commercial/industrial projects. - Discontinue use of parking minimums (ex. 1 space required for every 200 square ft of retail).





LAND USE

GOAL: Implement policies for sustainable, smart development that reduces urban sprawl, strengthens food systems, and increases conservation.

Emissions from livestock and soil management contribute 2% of communitywide emissions. The actions below focus on strengthening local food systems and encouraging sustainable agricultural and gardening practices in Clallam County through expanding programs and investments.

Strategy: Invest in and support local food systems

#	Scope	Action Name	Action Description
4.1		Support existing gardening programs	Fund continued Master Gardener program to educate community on climate related topics including soil building, integrated pest management, and vegetable gardening.
4.2		Invest in the agricultural sector of Clallam County	Support strategies to protect productive agricultural lands and expand food production in Clallam County by: • Investing county dollars in education, marketing and promotion resources for the agricultural sector. • Strengthening codes to encourage retention of agricultural lands instead of conversion to residential, commercial, and industrial development. • Providing continued support for programs that work with farms to help make their businesses more sustainable and increase land access for beginning farmers. • Supporting and expanding Conservation Futures for the protection of farmland and open space.





NATURAL ENVIRONMENT

GOAL: Conserve and protect the environmental attributes and critical areas of Clallam County that contribute to the quality of life for all.

Clallam is a highly forested county. If emissions from tree cover loss were included in the communitywide GHG inventory, they would make up 84% of Clallam County's total emissions. Remaining tree cover sequesters more than double the amount of carbon emitted by tree cover loss. The following actions are designed to preserve the county's carbon sinks and other natural resources.

Strategy: Protect natural resources and conserve water through policies and programs

#	Scope	Action Name	Action Description
5.1		Increase tree planting	Increase tree planting requirements and incentives for all public and private projects, including transportation projects that incorporate the use of trees.
5.2		Increase native plant landscaping	- Evaluate and update current County irrigation and landscaping policies to maximize efficiencies and water conservation on County grounds. - Expand on current native plant landscaping policy in Landscaping Code.



IMPLEMENTATION PLAN

This CAP is a strategic and coordinated plan, that relies on all of Clallam County, both County departments, as well as Clallam County residents and communities, to collectively work towards reducing GHG emissions and creating a resilient and sustainable future. The following section provides a framework for implementing the strategies and actions in this CAP.

The first step of CAP implementation will be creating, and subsequently hiring, a **Sustainability Officer position** at the County to build internal capacity. Pending existing County staff and departmental capacity and County budget, this position could be expanded to include an additional position for a Sustainability Procurement Officer.

Equity

CAP implementation will center equity by considering:

- **Disproportionate impacts**
 - Are there ways that an action could be implemented that would generate burdens (including costs), directly or indirectly, to communities of color, low-income, or elderly populations?
 - If yes, how can we mitigate these impacts and ensure that the implementation is equitable?
- **Shared benefits**
 - Are the benefits of implementation equally shared?
 - Are there ways to target an action or strategy's benefits to address historical or current disparities?
- **Access to participation and technical knowledge**
 - Are there barriers for individuals and communities to participate in climate action due to time, language, financial resources, or technology?
 - Are there resources and trainings that need to be provided so that all can participate with a shared understanding of more technical topics?

Community engagement

Implementing the CAP and making progress towards GHG reduction goals will depend on engagement with County Staff, partners, and the greater Clallam County communities.

The primary focus of this CAP is to outline actions that Clallam County can take to reduce GHG emissions in its facilities and operations going forward. As such, this plan has not yet been shared and vetted with the larger community. It is the intention of the Commissioners to engage the public on this plan and future planning efforts to ensure communitywide actions are well supported and actionable. **Engaging the community on their priorities and concerns will be a critical early step in ensuring the CAP is implemented equitably and does not create unintended consequences.**



Oversight & Accountability

In order for Clallam County to ensure that CAP is implemented, **the County should first expand staff capacity by establishing a full-time Sustainability Officer.** The Sustainability Office will implement coordinated sustainability projects across Clallam County departments and ensure that new projects consider CAP goals from the outset.

In addition, it is recommended that the **CAC be a permanent committee** to ensure that climate action is ongoing and continuous priority in County operations. The CAC will work with the Sustainability Officer to track CAP progress and implementation. The CAC's key duties will include:

- Convening monthly **committee meetings.**
- Continuing to **identify top emissions reduction priorities and opportunities** for County climate leadership in coordination with the Sustainability Office.
- **Exploring partnership opportunities** with other government agencies and departments and community organizations and coalitions.
- Assisting the Sustainability Officer with **tracking implementation progress.**

Monitoring & Evaluation

The CAP is designed to be a roadmap that will evolve based on implementation and community engagement.

- The Sustainability Officer will **work with identified Implementation Leads** to coordinate action implementation, and track progress.
- The CAC and Sustainability Officer will monitor progress and prepare **annual progress reports.**
- If annual progress reports indicate that Clallam County is not on track to meet goals, the CAC and County Council will **provide direction to strengthen or add additional actions as necessary.**
- This direction will be informed by the **latest climate science, best practices,** and allocated **budgets and staffing.**

The next planned CAP update will be in 5 years (2028). The Sustainability Officer will lead the next CAP update, guided by the CAC and Clallam County Council.



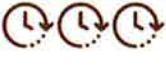
Implementation Matrix Criteria

The Implementation Matrix outlines the following key details for each CAP action:

Emissions Impact	Cost	Timeline	Potential Funding Sources	Lead Implementor	Partnership Opportunities	Implementation Considerations
Relative measure of the action's potential to reduce emissions.	Estimate of how much the action will cost the County to implement.	The timeframe for starting to implement an action.	Potential funding sources including County budgets, federal relief programs, state and federal grants, and incentive programs. These are potential funding sources and have not yet been promised, committed, or awarded.	County department responsible for overseeing implementation. Existing staff capacity and departmental budgets may need to be re-evaluated regularly to ensure sufficient resources for implementation.	Identified regional partners to support implementation. "Regional Tribal Partners" is used throughout to refer to the Jamestown S'Klallam, Makah, Quileute, and Hoh Tribes.	Additional factors the County will consider when implementing the action and/or notes.



ICON LEGEND

Emissions Impact	Cost	Implementation Timeline
 Low potential to reduce emissions	 Low cost, from no cost to less than \$100K	 Short-term = 1 – 2 years - Foundational steps. - Actions that may require substantial time or resources, so it is important to start as soon as possible. - Actions that align with or could support other County plans, projects, or updates and should be implemented concurrently.
 Moderate potential to reduce emissions	 Moderate cost, from \$100K to \$1 million	 Medium-term = 2 – 3 years - Actions that might require additional resources to implement or cannot occur until foundational actions are implemented.
 High potential to reduce emissions	 High cost, from \$1 million to \$10 million or greater	 Long-term = 4 – 5 years - Actions that are not as time sensitive as shorter-term actions. - Actions that require substantial infrastructure and resources or build upon foundational short and midterm actions.



Implementation Details



ENERGY & BUILT ENVIRONMENT

Strategy: Install and incentivize energy-efficient upgrades and retrofits

#	Action Name	GHG Impact	Cost	Timeline	Known Funding Sources	Lead Implementor	Partnership Opportunities	Implementation Considerations
1.1	Install energy efficiency retrofits at County facilities				Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 Building Codes Implementation for Efficiency and Resilience WA Department of Commerce Solar Plus Storage (buildings owned by local govt)	Parks, Fair and Facilities, Parks, Fair, and Facilities Sustainability Officer	Clallam County PUD City of Port Angeles	Develop RFP for contractor to conduct energy audit
1.2	Incentivize energy efficient retrofits and				Energy Efficiency and Conservation Block Grant Program –	Community Development – Building Division	Clallam County PUD Regional Tribal Partners	Tailor outreach to engage low-income residents, renters, and other demographics typically



#	Action Name	GHG Impact	Cost	Timeline	Known Funding Sources	Lead Implementor	Partnership Opportunities	Implementation Considerations
	upgrades for residential and commercial buildings				Bipartisan Infrastructure Law 2021 Ecology: Wood stove education & enforcement grants	Olympic Region Clean Air Agency	Olympic Region Clean Air Agency	underrepresented in energy programs.

Strategy: Use cleaner energy-sources and increase resiliency of energy systems.

#	Action Name	GHG Impact	Cost	Timeline	Known Funding Sources	Lead Implementor	Partnership Opportunities	Implementation Considerations
1.3	Invest in community energy projects		 	 	Energy Improvement in Rural or Remote Areas DOE Grid Resilience and Innovation Partnerships (GRIP) Program WA Department of Commerce Solar Plus Storage (buildings owned by local govt)	Parks, Fair, and Facilities Sheriff's Office – Emergency Management Community Development – Planning Division	Clallam County PUD Regional Tribal Partners	Ensure there is community support for these investments through community outreach Through community partnerships ensure that there is assistance for low- and mid-income households for transitioning to clean energy Community Development to encourage the development of these items through updates to the Comprehensive Plan.





CONSUMPTION & SOLID WASTE

Strategy: Increase waste diversion to reuse, repair, and support edible food rescue.

#	Action Name	GHG Impact	Cost	Timeline	Known Funding Sources	Lead Implementor	Partnership Opportunities	Implementation Considerations
2.1	Expand food waste diversion and education programs				Ecology: Waste Reduction and Recycling Education Grants EPA: Solid Waste Infrastructure for Recycling Grant Program	WSU Extension Parks, Fair, and Facilities HHS – Environmental Health	Solid Waste Advisory Committee (SWAC) WA State Ecology Local food banks and community-based organizations Cities Private Businesses Chamber of Commerce City of Port Angeles	Work together with existing efforts from the County's 2021 Solid Waste Management Plan Update Implement Organics Waste Reduction Plan for Clallam County (in development currently- completion Spring 2023)
2.2	Increase waste diversion in County Operations				EPA: Solid Waste Infrastructure for Recycling Grant Program DOE Local Solid Waste Financial	Sustainability Officer	WSU Extension Waste Reduction Zero Waste Washington	Work together with existing efforts from the County's 2021 Solid Waste Management Plan Update



#	Action Name	GHG Impact	Cost	Timeline	Known Funding Sources	Lead Implementor	Partnership Opportunities	Implementation Considerations
					Assistance (LSWIFA)			
Strategy: Promote green purchasing and sustainable consumption								
#	Action Name	GHG Impact	Cost	Timeline	Known Funding Sources	Lead Implementor	Partnership Opportunities	Implementation Considerations
2.3	Expand on County sustainable purchasing policies and reduce paper waste in County Operations					Sustainability Officer Attorney's Office	Solid Waste Advisory Committee (SWAC) WSU Extension	Consider resources from: West Coast Climate & Materials Management's Climate Friendly Purchasing Toolkit, USDN Sustainable Procurement Guide, Carbon Leadership Forum.





TRANSPORTATION

Strategy: Reduce single-occupant vehicle miles travelled and support non-motorized transportation options.

#	Action Name	GHG Impact	Cost	Timeline	Known Funding Sources	Lead Implementor	Partnership Opportunities	Implementation Considerations
3.1	Create a County employee commute reduction program				WSDOT: Transportation Demand Management Grants	Sustainability Officer Human Resources – to update employee policies Department Heads IT Department (e-government)	Clallam Transit	Clallam County is a rural county, many rideshare or transit options might not be as accessible Helpful tips and guidance from WSDOT: Commute Trip Reduction program
3.2	Develop a non-motorized transportation plan				Buses and Bus Facilities Program Capital Investment Grants Program Formula Grants for Rural Areas WSDOT: Grant Programs	Public Works – Roads Division Community Development - Planning	Peninsula Regional Transportation Planning Organization Regional Tribal Partners	Coordinate with internal existing efforts from the Comprehensive Plan Public safety component should be of importance.

Strategy: Build infrastructure for and transition to electric vehicles.



#	Action Name	GHG Impact	Cost	Timeline	Known Funding Sources	Lead Implementor	Partnership Opportunities	Implementation Considerations
3.3	County fleet electrification and idle reduction				Charging and fueling Infrastructure Discretionary Grant Program WSDOT: Zero-emission vehicle grants DOE GRIP grants	Facilities Public Works Sustainability officer	Peninsula Regional Transportation Planning Organization (PRTPO) Facilities	Identify which fleet vehicles would be prioritized for transition to electric first Identify this a core strategy in the plan according to GHG emissions reduction data
3.4	Prepare for EV infrastructure and use				Charging and fueling Infrastructure Discretionary Grant Program Grants for Energy Efficiency and Renewable Energy Improvements at Public School Facilities Infrastructure for Rebuilding America (INFRA) Grants	Sustainability Officer Public Works – Roads Division Regional Tribal Partners Community Development - Planning & Building Division	Peninsula Regional Transportation Planning Organization (PRTPO)	Work with partners to identify top sites for charging stations Coordinate with cities within the County for their EV infrastructure efforts Voluntary EV network expansion for residential development will get County to capacity as people switch to EVs over time.





LAND USE

Strategy: Invest in and support local food systems

#	Action Name	GHG Impact	Cost	Timeline	Known Funding Sources	Lead Implementor	Partnership Opportunities	Implementation Considerations
4.1	Support existing gardening programs					WSU Extension	Clallam Conservation District Parks, Fair, and Facilities	Opportunity to leverage with actions in Natural Environment focus area
4.2	Invest in the agricultural sector of Clallam County				National Coastal Wetlands Conservation Grant Program WSDA: Food Assistance Resiliency Grants WSDA: Farm To School Purchasing Grants USDA grants Flood Mitigation Assistance (FMA) Grant	Community Development Division – Planning WSU Extension	Conservation Futures Program Advisory Board (CFPAB) Parks, Fair, and Facilities Conservation District NODC	





NATURAL ENVIRONMENT

Strategy: Protect natural resources and conserve water through policies and programs

#	Action Name	GHG Impact	Cost	Timeline	Known Funding Sources	Lead Implementor	Partnership Opportunities	Implementation Considerations
5.1	Increase tree planting					Parks, Fair & Facilities Community Development – Planning Public Works – Utilities & Roads Division	Clallam Conservation District Parks, Fair, and Facilities WSU Extension City of Port Angeles Street Tree program	Work with Parks for where more trees could be needed in public spaces
5.2	Increase native plant landscaping					Community Development Division – Planning Parks, Fair & Facilities	Clallam Conservation District: Annual Native Plant Sale WSU Extension Master Gardener program	Work with Parks for their current landscaping policies



APPENDIX A. SOURCES

Geographic Inventories

Acronyms

- **ACS:** American Community Survey
- **EIA:** Energy Information Administration
- **EPA:** Environmental Protection Agency
- **ESD:** Employment Security Department
- **GPC:** Global Protocol for Community-Scale Greenhouse Gas Inventories
- **MOVES:** Motor Vehicle Emission Simulator
- **PUD:** Public Utility District
- **USCP:** U.S. Community Protocol
- **WEIRS:** Washington Emissions Inventory Reporting System
- **WSDOT:** Washington State Department of Transportation

Communitywide

Key: Emissions from this source were calculated manually Emissions from this source were calculated with an external tool

Sector	Emissions Sources	Inventory Protocol Ref.	Data Source	Notes/Limitations
Transportation	On-road transportation	• GPC 7.3 • USCP TR.1, TR.2	• WSDOT Highway Performance Monitoring System • EPA default vehicle breakdown	



Sector	Emissions Sources	Inventory Protocol Ref.	Data Source	Notes/Limitations
			and fuel efficiency	
	Aviation	• GPC 7.6	• Port of Port Angeles	
	Marine Vessels	• GPC 7.5 • USCP TR.7	• Port of Port Angeles • Puget Sound Maritime Air Emissions Inventory	• Used most recent data (2016) from the latest Puget Sound Maritime Air Emissions Inventory report (February 2018).
	Ferries	• GPC 7.5 • USCP TR.7	• Black Ball Ferry	
	Off-road vehicles and equipment	• GPC 7.7 • USCP TR.8	• EPA "MOVES" tool	
Built Environment	Electricity (residential, commercial, and industrial)	• GPC 6.1 • USCP BE.1, BE.2	• Clallam PUD • Port Angeles	• Includes electricity used for potable water conveyance and wastewater treatment, as required by protocols
	T&D losses (electricity)	• GPC 6.6 • USCP BE.4	• Clallam PUD • Port Angeles	
	Fuel Oil (residential, commercial, and industrial)	• GPC 6.3 • BE.1	• EIA Fuel Sales by End Use • ACS House Heating Fuel estimates • ESD Covered Employment	• Used regional data and scaled down to Clallam County
	Propane (residential)	• GPC 6.3	• EIA Fuel Sales by End Use	• Used regional data and scaled down to Clallam County



Sector	Emissions Sources	Inventory Protocol Ref.	Data Source	Notes/Limitations
		BE.1	ACS House Heating Fuel estimates	Commercial and industrial propane data was unavailable, so this source was excluded from the 2019 inventory.
Solid Waste	Community-Generated Waste	- GPC 7.3 - USCP SW.4	Clallam County Solid Waste Management Plan	
Agriculture & Forestry	Livestock	- GPC 10.1-10.4 - USCP A.1, A.2	2017 Washington Agriculture Census	Census only conducted every 5 years; relied on 2017 data
	Soil Management	GPC 10.11-10.12	2017 Washington Agriculture Census	Census only conducted every 5 years; relied on 2017 data
	Forest carbon sequestration	Global Forest Watch	Global Forest Watch	
Process & Fugitive Emissions	Refrigerants	- GPC 9.4 - USCP BE.7	Inventory of U.S. Greenhouse Gas Emissions and Sinks: 1990–2019	Used national data and scaled down to Clallam County



Sector	Emissions Sources	Inventory Protocol Ref.	Data Source	Notes/Limitations
	Industrial process emissions	• GPC 9.4 • USCP BE.8.1	• Washington Department of Ecology WEIRS	• Only captures industries that are required to report emissions to Ecology



County Operations

Sector	Emissions Sources	Inventory Protocol Ref.	Data Source	Notes/Limitations
Transportation	Fleet	• LGOP 7.1.1.1	•	
	Employee Commute	• LGOP 12.2.1	• Commute survey	• Not all employees responded to the commute survey provided which may result in a less representative sample of employee commutes.
	Business Travel	• LGOP 12.2.1	• Auditor's Office	
Built Environment	Electricity	• LGOP 6.2.1	• Clallam PUD • Port Angeles • Jefferson PUD	• Includes electricity used for potable water conveyance and wastewater treatment, as required by protocols
	T&D losses (electricity)	• LGOP 6.2.1	• Clallam PUD • Port Angeles • Jefferson PUD	
Solid Waste	County-Generated Waste	• LGOP 9.3.1-3	• Solid & Hazardous Waste department	• Amount of solid waste generated was estimated based on dumpster volume and pickup frequency due to lack of more granular data



APPENDIX B. CONSUMPTION-BASED INVENTORY REPORT

Introduction

A consumption-based emissions inventory (or "CBEI") is an estimate of the greenhouse gas emissions associated with the activity of all residents of a geographic area. It's equivalent to a personal household carbon footprint estimate, except calculated for all households in a jurisdiction. Consumption-based emissions are modeled based on local variables such as income and vehicle ownership, and on scientific studies that tie these variables to changes in consumption-based emissions.

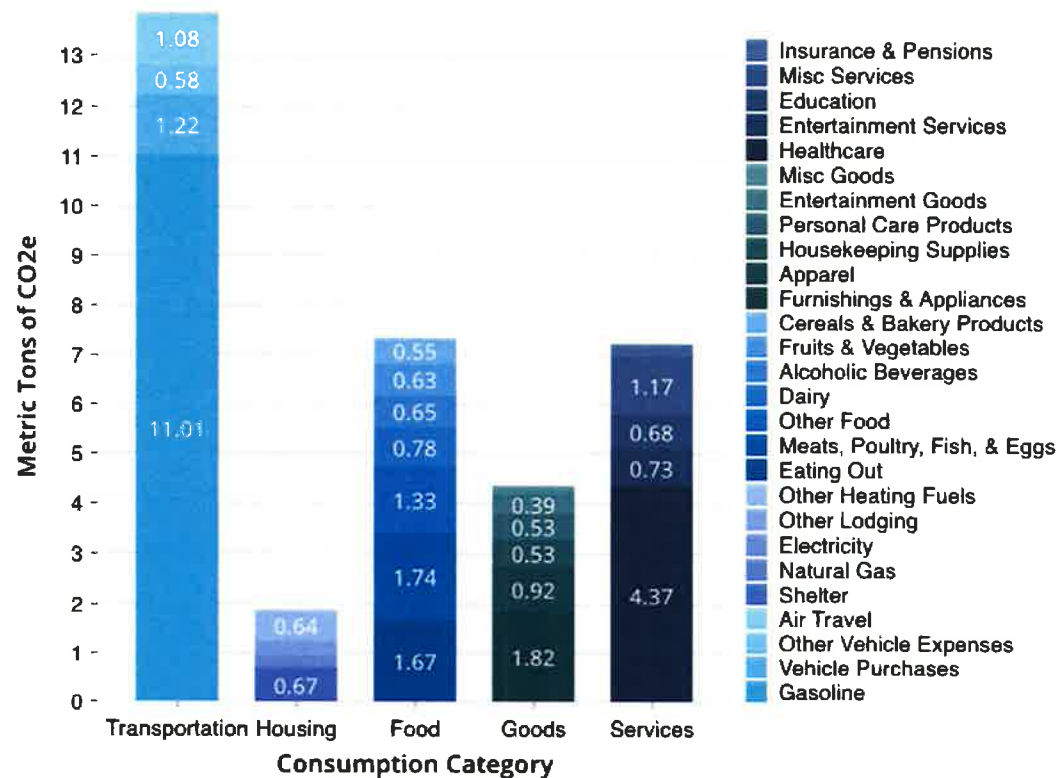
In Clallam County in 2019, the typical household was responsible for roughly 35 metric tons of CO₂e annually (MTCO₂e), or about 15 MTCO₂e per person. With 33,022 households in the county, this is a total of roughly 1.2 million MTCO₂e for 2019 attributable to residents of Clallam County.

These emissions are broken out into five areas: transportation, housing, food, goods, and services. Transportation was the single largest category of emissions, followed by food and services. Gasoline was the single largest source of emissions overall, among all sub-categories.

The bar chart below provides an overview of the county's average per-household emissions. The actual emissions of any particular household, however, could vary significantly from this average. Differences in household size, spending, housing, travel, and other discretionary and non-discretionary factors will affect any individual household's emissions.



Figure 31. Clallam County consumption-based inventory.



Consumption-Based versus Geographic Emissions

A CBEI is different from the more standard greenhouse gas inventory typically assembled by cities. Those inventories are focused on the emissions generated within the city boundary (scope 1). While they also include some emissions that occur outside the city border as a direct result of activity within the city (such as electricity emissions, scope 2; and waste landfilled outside the city, scope 3), they are primarily focused on the emissions occurring directly from actions taking place in the city. This includes energy,



transportation, and waste disposal; and it may also include local industrial and agricultural emissions that occur in the city boundary as well.

In contrast, CBEIs consider emissions that may occur anywhere in the world, as long as they are directly or indirectly a result of the activities of the residents of the city.

Geographic and consumption-based approaches are complementary and partially overlapping. Both will look at resident's local, direct emissions (e.g. from driving or home heating). A geographic inventory will also consider the direct emissions from local businesses and visitors. However, geographic inventories neglect the emissions associated with goods and services manufactured outside but purchased and used in the city, as well as the emissions associated with food production that occurs outside city limits.

Meanwhile, a consumption-based emissions inventory will look only at the emissions associated with resident's activities and purchases, but it looks at all of those emissions regardless of where they may occur. As a result, consumption-based inventories only consider local emissions from businesses to the extent that their goods and services are consumed by local residents. Visitor activities are attributed to the visitor's home cities, not the city in which they visit.

Consumption-based emissions may occur anywhere in the world. CBEIs are essentially inventories of emissions viewed through the lens of local household's typical consumption.

Consumption-Based Emissions Approach

Because consumption-based emissions can occur anywhere in the world, it's virtually impossible to measure them directly. Instead, these consumption-based emissions are estimated, using a model based on national survey data and adjusted for local conditions.

The model used for this CBEI takes into consideration six key household characteristics: household size, household income, vehicle ownership, home size, educational attainment, and home ownership¹⁵.

¹⁵ In addition, supplemental models for household energy use and vehicle miles traveled incorporate additional variables such as local climate, energy prices, home type, and geographic region, for the energy model; and time to work, commute mode, density, and family status for the vehicle miles traveled model. For a full list of variables used in each model, see Appendix A. Methodology.



These variables are selected because they are demonstrated to have clear, direct effects on consumption. For instance, larger homes generally take more energy to heat or cool, while more people per household also means more food consumed per household. These variables are also available nationwide through US Census data, allowing for detailed local analysis at a range of geographic scales.

The table below compares the values of these household characteristics in Clallam County with those of the US average in 2019:

Table 1. Household characteristics, Clallam County vs United States.

Household Characteristic	Clallam County	US
Average Income	\$69,587	\$88,783
Vehicle Ownership	2	1.82
Household Size	2.31	2.61
Home Size (rooms)	6.4	6.57
Home Ownership	71%	64%
Educational Attainment (college degree)	31%	35%

The emissions profile for Clallam County is based on a "typical" household in 2019, using the average household characteristics for Clallam County as shown above. Most actual households in the county differ in one or more ways; and households with different characteristics are expected to have different emissions profiles.

Major Categories Overview

Among all categories, transportation, food, and services are the largest overall categories, accounting for 40%, 21%, and 21% of emissions, respectively. Together, these account for over 82% of total emissions. Within sub-categories, gasoline, healthcare, and furnishings & appliances are the top three, accounting for 32%, 13%, and 5% of total emissions, respectively - a combined 50%.



Transportation

The transportation category includes gasoline usage, vehicle purchases & maintenance, and air travel. For an average household in Clallam County, transportation accounts for 13.9 MTCO₂e per year, per household. Much of this comes from gasoline, which accounts for 11 MTCO₂e, or 79% of the total transportation emissions.

Housing

Household energy use, home construction and maintenance (“shelter”), and water usage make up the Housing category. Overall, a typical household has 1.9 MTCO₂e resulting from housing, with the largest single category being shelter. Shelter produced 0.7 MTCO₂e, or 35% of the total housing emissions.

Food

The Food category includes all food consumed by residents of Clallam County, broken down by meat, dairy, fruits & vegetables, and other foods consumed at home, as well as eating out. Food accounts for 7.4 MTCO₂e, and the single largest sub-category is meat, poultry, fish, and eggs at 1.7 MTCO₂e, or 24% of total food emissions.

Goods

Goods includes all physical items purchased by the household (excluding items in other categories). Goods includes things like furniture, personal electronics, clothing, toys, and books. These goods account for 4.3 MTCO₂e per household per year. Of these goods, furnishings & appliances is the single largest source, making up 1.8 MTCO₂e, or 42%, of total goods.

Services

Services includes the emissions associated with things like healthcare, education, insurance & finance, and entertainment experiences like concerts and museums. Services account for 7.2 MTCO₂e per household, and the single largest category is healthcare at 4.4 MTCO₂e, or 61%.

Historical Trends

Since 2007, per household CO₂e emissions have decreased by 4%, or 1.4 MTCO₂e per household, as shown in Figure 32. Historical CBEI trends



Figure 32. Historical CBEI trends

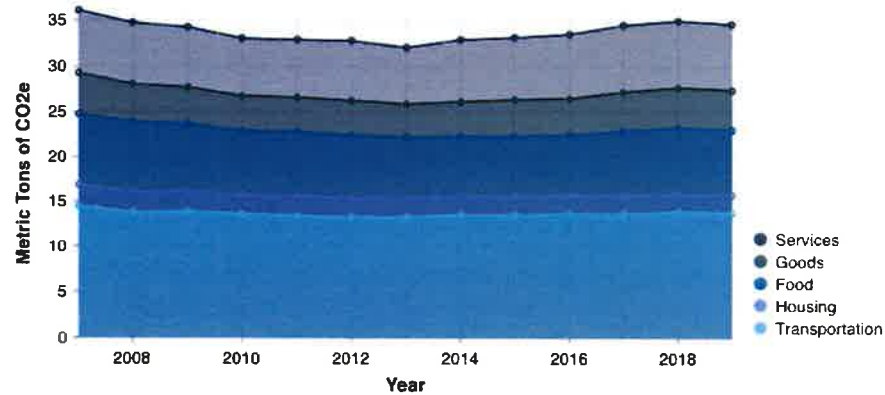


Table 2, below, compares emissions in 2007 and in 2019 on a per household basis (unless otherwise stated). Most categories have seen an overall decline, with housing emissions seeing the largest decline, of more than 20%, while emissions from services have increased by over 5%.

Table 2. Clallam County Changes in Emissions Over Time (2007-2019)

Emissions Category	Clallam County (2007)	Clallam County (2019)	% Change
Transportation Emissions	14.6	13.9	-5.2%
Housing Emissions	2.3	1.9	-20.6%
Food Emissions	7.9	7.4	-7.8%
Goods Emissions	4.5	4.3	-3%
Services Emissions	6.8	7.2	5.3%
Total Emissions	36	35	-4.1%
Total Per Capita Emissions	16	15	-6.9%



At the national level, consumption-based emissions have declined by more than 12%. The electricity grid has been getting cleaner, vehicle fuel economy has been improving, and industries have generally been figuring out how to produce more with less emissions.

In Clallam, these reductions have been less pronounced. This is in large part because the county has been running on clean power for decades, thanks to Clallam PUD's purchases of electricity via the Bonneville Power Administration. In addition, over 80% of homes use electricity for heating, and natural gas is not available in the county.

Effectively, the county already achieved the low-hanging emission reductions decades ago that the rest of the country is now only beginning to adopt. The challenge facing the county today is how to reduce emissions beyond building energy usage.

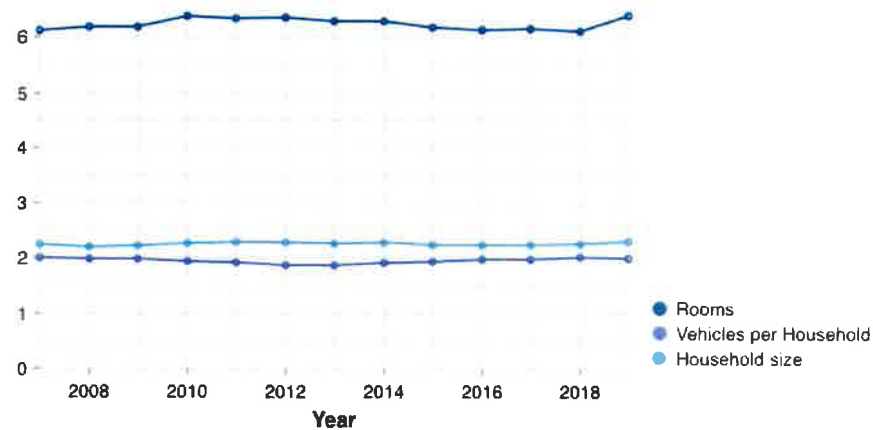
Transportation emissions have declined largely due to improving vehicle fuel economy. In 2019, the average vehicle fuel economy for vehicles registered in Clallam County was 20.2 miles per gallon. While historic fuel economy data was not available, the national average fuel economy has improved by roughly 5% since 2007, and Clallam's has likely followed a similar trajectory. Vehicle miles traveled and vehicle ownership remain largely unchanged. Emissions from air travel have also declined, largely due to the national trend of improving fuel economy in aircraft.

Other consumption-based emissions have shifted slightly due to changes in household characteristics. Since 2007, income has not changed significantly: while nominal household incomes have increased by over \$14,000, after adjusting for inflation, this is a change of only 2%. However, the share of households with a college degree has grown substantially, from 23% to 31%. Home sizes have also seen a slight upward trend, going from an average of 6.12 rooms to 6.40. Higher educational attainment is typically correlated with more spending on services and less on goods.

The charts below highlight the changes in these characteristics over time.

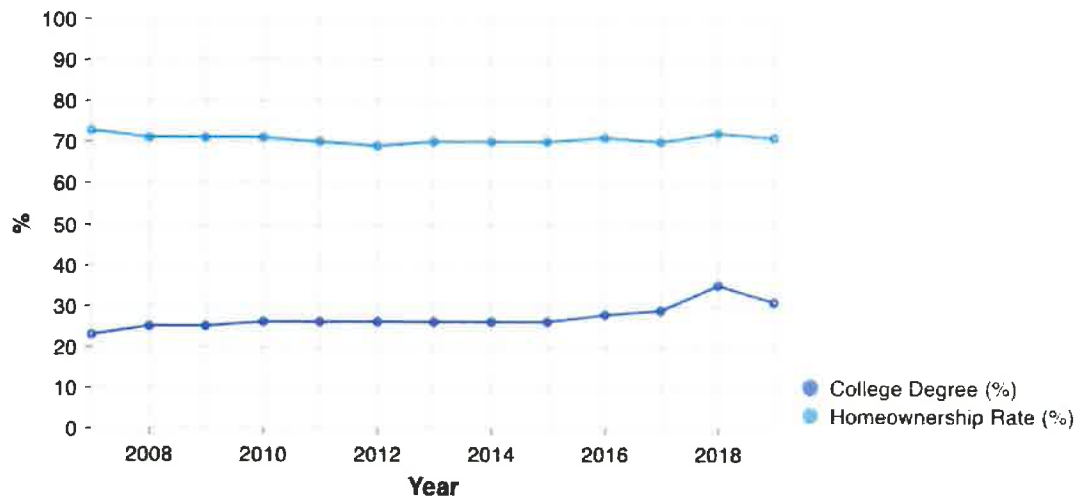


Figure 33. Rooms, vehicles per household, and household size trends over time.



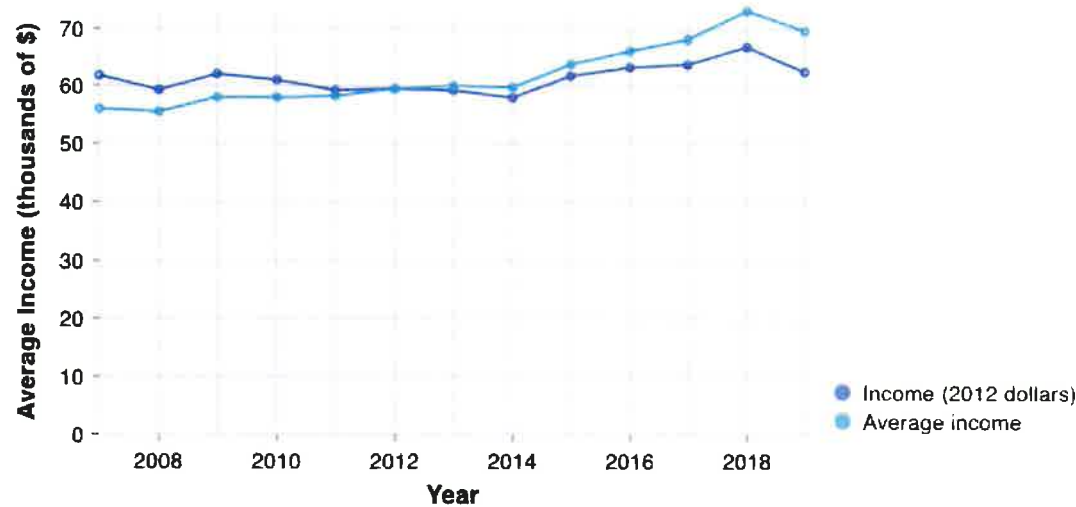
Since 2007, rooms per household have increased slightly (from 6.12 to 6.4, about 4.6%), while vehicles per household and household size have remained largely constant.

Figure 34. Percent with college degree and homeownership rate trends.



The share of households with a college degree has increased substantially, from 23% to 31%, while the home ownership rate has decreased slightly.

Figure 35. Income over time.



Inflation-adjusted income has not changed substantially. Since 2007, income has not changed significantly: while nominal household incomes have increased by over \$14,000, after adjusting for inflation, this is a change of only 2%.

Changes in educational attainment and home size have led to increases in the consumption of services and goods. However, emissions from goods has still declined overall due to national reductions in carbon intensity of production.

Category Breakdown

Some key categories and sub-categories are of particular interest. These are detailed below.



Transportation

GASOLINE

Gasoline consumption is the #1 source of emissions in Clallam County, responsible for about 11 MTCO₂e per household. Vehicle ownership is a primary driver of gasoline consumption, due to resultant driving activity.

Nationwide, the US average is 1.82 vehicles per household. A typical vehicle is driven [over 11,000 miles per year](#), and so the average American household drives roughly 20,514 miles per year.

Meanwhile, Clallam County households have an average of 2 vehicles per household, and drive an estimated 20,241 miles per year. This works out to about 10,121 miles per vehicle, or 90% of average.

Clallam is predominantly a low-density suburban/rural community with heavy automobile dependency. A typical percentage of people drive alone to work (77%); however, county residents enjoy shorter-than-average commute times (about 20 minutes, versus national average of 27.6). Reduced commute times, along with smaller household sizes and below-average incomes, are the major drivers of overall lower per-household VMT in the county.

Examples of Individual Strategies for Reducing Gasoline Consumption

For households that aim to reduce their emissions from automobile usage, switching their primary commute vehicle to an electric vehicle is a common strategy. Depending on where they live, some households can purchase electric bicycles (e-bikes) to substitute for automobiles. E-bikes are bicycles that include an electric motor to assist pedaling, and can typically reach speeds of 20-28 mph. Some models include large cargo carriers capable of carrying kids, groceries, or even furniture. Between e-bikes, public transit, and the availability of car-sharing, rentals, or taxis (including Uber and Lyft), some households can achieve further reductions, or even eliminate their automobile use altogether. In Clallam County, about 5% of households owned 0 vehicles.

AIR TRAVEL

For many individual households, air travel is a significant portion of emissions. However, for Clallam County overall, air travel is only a small part of the county's consumption-based emissions, coming in at 1.1 MTCO₂e per household on average (3.1% of total emissions). This varies significantly between households, however, largely due to income: air travel is a luxury for most Americans, and only the wealthiest households do substantial flying.

According to [Gallup survey data](#), between 1999 and 2015, 48-60% of the US population did not fly in any given year. [More recent data from Statista.com](#) suggests that in 2019, 41% of the US had never traveled by air, and another 28% flew only about once per year.



Air travel in a mostly full aircraft is more fuel-efficient than driving alone, but the high-altitude pollution released is uniquely damaging to the environment and can make flying worse than driving. Most modern aircraft get roughly [70-100 miles per gallon](#) per passenger seat; in comparison, the average fuel economy for new vehicles nationwide was [25.4 miles per gallon](#) in 2020. However, due to additional climate forcing from high-altitude particulate matter, as well as lifecycle production of aviation fuels, air travel's overall emissions are roughly double what would be expected on a per gallon basis alone - making it more like driving a 35-50 mpg car. As a result, air travel may be more fuel-efficient than driving alone in an average vehicle, but usually not for two individuals traveling together.

Air travel also often results in significant emissions due to the long distances traveled. A two-person, one-vehicle household may only drive 10,000 miles per year, but could easily fly 24,000 person-miles with just two cross-country (3,000-mile) trips per year (3,000 miles each way on a two-way trip = 6,000 miles round trip per person, for two people = 12,000 miles round trip, twice = 24,000 miles).

Examples of Individual Strategies for Reducing Air Travel

Households that aim to reduce their air travel emissions typically avoid flying, take long-distance buses, or take Amtrak instead when available.

Housing

HEATING & ELECTRICITY

Clallam County's electricity emissions derive from Clallam PUD data showing an average electricity usage of 16,464 kWh per household and a utility-specific average emission factor of 21 grams per kWh.

Roughly 85% of households in Clallam County use electricity for heating. After electricity, wood is the next largest heating fuel, at roughly 10%. The use of fossil fuels for home heating is insignificant in the county, but there are still a few homes which could convert to electric to see further emission reductions.

Examples of Individual Strategies for Reducing Electricity Emissions

With 100% clean power already in use in Clallam, the only strategy available for households to reduce their electricity emissions are to invest in energy efficiency improvements.

Because most homes use electricity for heating, investing in insulation and weatherization can result in significant reductions in energy use. Households can also replace old lightbulbs with LEDs and ensure new appliances are EnergySTAR-certified, and use a



smart thermostat to ensure heating and air conditioning only run when needed. Lastly, replacing outdated resistive electric appliances with heat pump furnaces and hot water heaters can lead to further electricity savings.

Water

The average household in Clallam County uses an estimated 54,864 gallons per year. With an emission factor of roughly 0.5 grams CO₂e per gallon, the average household has roughly 0.03 MTCO₂e of emissions associated with their water use.

80% of emissions associated with water in Clallam County occur in wastewater treatment; and within wastewater treatment, an estimated 80% of emissions occur as a result of methane leakage. Overall, water is a negligible contributor to household consumption-based emissions.

Food

Globally, roughly 24% of greenhouse gas emissions are a result of agriculture, forestry, and other land use changes, with the majority of these emissions resulting from agriculture. In the US, agriculture resulted in roughly 623 million metric tons of greenhouse gas emissions in 2019, or about 10% of national emissions (according to the US EPA's [most recent national inventory](#)).

Emissions from agriculture are driven primarily by two sources. In the US, most agricultural emissions derive from nitrous oxide (N₂O), a greenhouse gas that is released from the breakdown of nitrogen-based fertilizers. N₂O accounts for roughly 55% of the US' agriculture greenhouse gas emissions.

The second-largest source of agricultural emissions is methane (CH₄), a potent greenhouse gas which is produced by certain animals like cows, sheep, and goats. These animals rely on microbes to break down the grass and other plants they eat, in a process known as enteric (intestinal) fermentation. This digestive fermentation produces methane as a byproduct (much in the same way that beer fermentation produces CO₂ as a byproduct). Methane from digestion is nearly 30% of the US GHG emissions from agriculture. The decomposition of animal manure (also into methane) contributes another 12% of agriculture emissions. Nitrous oxide and methane combined account for 97% of emissions directly associated with agriculture.

The consumption-based inventory includes these direct nitrous oxide and methane emissions from agriculture, emissions from fixed capital investments in agricultural equipment and facilities, as well as emissions associated with transport and sale of food. In the consumption-based inventory, direct emissions from agriculture are the vast majority of the emissions associated with food - generally around 67-80% of food emissions come directly from food production. For most foods, transportation comprises about 5% of the emissions, while wholesale and retail make up another 5-15%. Fixed capital investments (e.g. buildings and equipment) is estimated at typically around 13% of total emissions.



While nitrogen fertilizer is the single largest source of emissions nationally, meat & dairy are often the largest sources of at-home food emissions for households. In Clallam County, meat, poultry, fish, eggs, and dairy combined account for about 2.5 MTCO₂e, while fruits & vegetables, cereals, and other foods account for another 2.5 MTCO₂e.

Despite being only a small fraction of overall calories, meat, dairy, and other animal products have an outsized impact on the typical household's emissions associated with food. This is because the emissions associated with meat consumption not only includes the direct methane emissions from the animals - it also includes the nitrous oxide emissions from growing all of the crops to feed those animals.

It takes a lot of feed crop - mostly [corn](#) - to produce one calorie of meat. In the case of beef, it can be as many as [33 calories of feed](#) per calorie of beef. As a result, a quarter pound of beef (284 calories) could require over 9,000 calories of corn to produce.

Further compounding these food emissions is the fact that an estimated [30-40% of food goes to waste](#). Emissions from the production of wasted food is included in the overall emissions associated with food, driving up the emissions of all food consumption. While some of this loss occurs in production, storage, or transport, households are often also a significant source of food waste. According to the United Nations, US households purchase [more calories per capita than any other country](#) - nearly 3,800 calories per person per day in 2018. This includes all purchased food, whether consumed or otherwise.

Eating out also contributes a substantial portion of food emissions. For the typical Clallam County household, eating out is associated with roughly 1.7 MTCO₂e per year. However, this includes not only all the food consumed while eating out, but also the operational emissions from restaurants, including emissions from cooking, transportation, and construction of the building. In comparison, household emissions from cooking, transportation, and construction are allocated to the transportation and housing sectors. Overall, eating out is likely similar emissions per calorie as food prepared at home; however, restaurants across the US often also serve much larger portions than are typically consumed at home, which can lead to further food waste or excess.

Examples of Individual Strategies for Reducing Food Emissions

Households that aim to reduce emissions from food have two primary strategies they can use. First, avoiding food waste and only buying as much food as the household needs is one of the easiest - and most cost-effective - ways to avoid food emissions. Second, replacing meat and dairy with plant-based meat substitutes can lead to further emissions reductions. Buying organic and locally grown food does not typically have much impact on emissions, but can provide other social and economic benefits. In Clallam County, local pasture-raised animals play important economic and ecological roles, helping to maintain soil quality and manage vegetation. However, the research on overall greenhouse gas impacts from pasture-raised beef is mixed: while there are benefits from soil health and reduced fertilizer use, pasture-raised animals also tend to live longer and weigh less before slaughter, resulting in more emissions per pound or calorie of meat.



Goods & Services

Goods and services include all physical goods purchased for household use (including furniture, clothing, electronics, personal care products, and other various household furnishings), as well as services used by residents (including healthcare, entertainment, education, personal care services, financial services, and others).

Goods and services often have lower emissions per dollar than food or energy. Households with higher incomes tend to spend more money (as well as a greater fraction of their income) on these various goods and services. Households with an adult who has a college degree tend to have higher income, and as a result tend to spend more on entertainment services, financial services, personal care products & services, and education. Homeowners also tend to spend more on home furnishings and equipment.

The largest sources of emissions from goods comes from household furnishings and equipment (including miscellaneous household equipment, furniture, and appliances), as well as apparel (clothing). Healthcare dominates emissions from services, accounting for 4.4 MTCO₂e in Clallam County. Nationally, healthcare makes up roughly 12% US emissions; in Clallam County, healthcare emissions are also about 12% of the typical household's carbon footprint. Healthcare emissions include emissions from hospitals and other medical facilities, pharmaceutical manufacturing, medical equipment, and more.

Other major categories of emissions include entertainment services (mostly fees & admissions to museums, concerts, etc.), education, financial services like insurance & pensions, and miscellaneous services (including personal care, household operations, etc.).

Emissions Breakdown by Supply Chain Stage

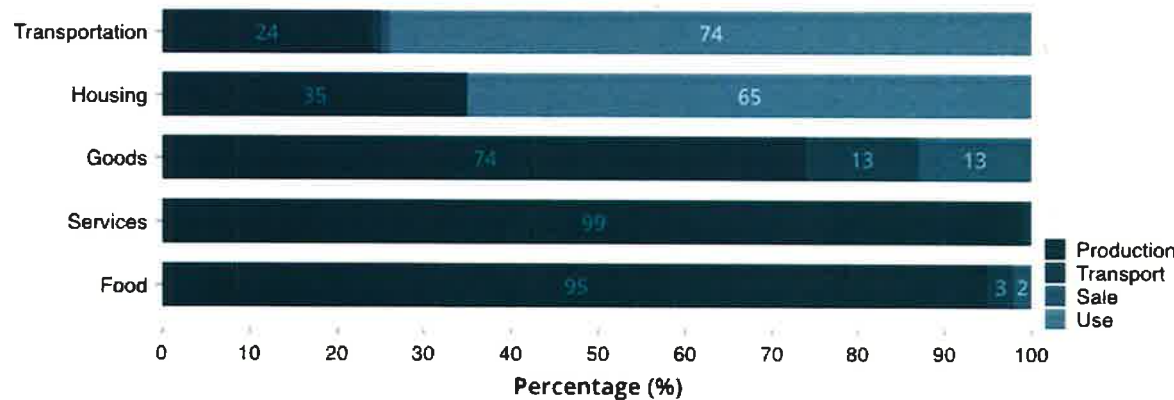
Consumption-based emissions occur at many points in the supply chain. Emissions are generated in production, during transport (by rail, sea, road, or air), in wholesale and retail, and use. In some cases, disposal also generates emissions; however, disposal also sometimes results in storing carbon that would otherwise be re-emitted. The chart below shows the share of emissions associated with production, transport, sale, and use for each overarching category of goods. (Because disposal emissions are sometimes negative, they are not included on this chart).

Household Emissions Breakdown by Supply Chain Stage - US Average

Below, Figure 36 shows what percentage of emissions are associated with each life-cycle phase (production, transport, sale, and use), for each category of consumption.



Figure 36. Household emissions breakdown by supply chain stage - US average.



Overall, emissions from transportation and housing are dominated by "use phase" emissions - the burning of fossil fuels (such as gasoline or the methane in natural gas) for transportation or home heating energy. This "use phase" - primarily gasoline combustion - makes up nearly 74% of household transportation emissions. For housing emissions, "use phase" emissions (electricity and home heating fuels) make up 65%.

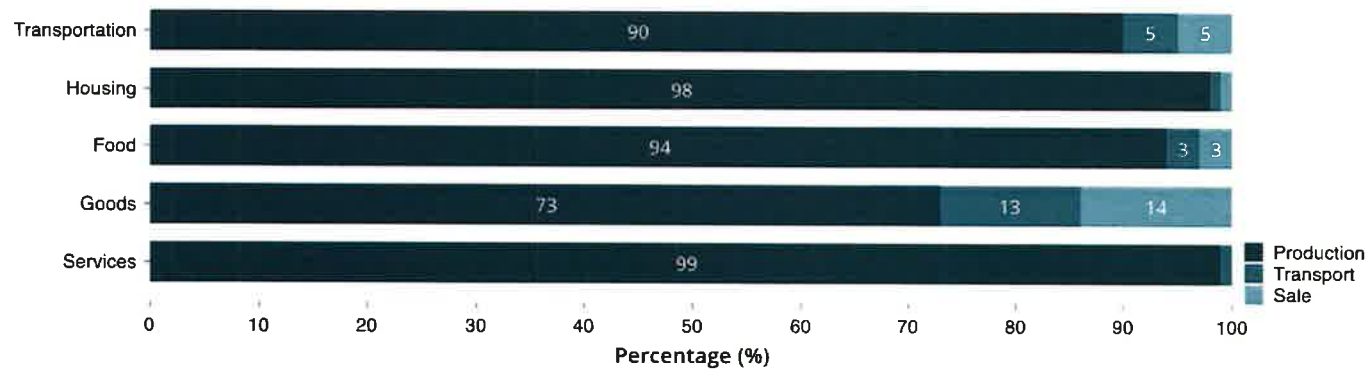
For food, goods, and services, however, use- phase emissions are practically zero. These categories have some transport and sale emissions, but are overwhelmingly dominated by production emissions. The chart below shows the pre-consumer (production, transport, and sale) breakdown of emissions by category.

Pre-Consumer Emissions Breakdown - US Average

Below, Figure 37 shows what percentage of emissions are associated with each life-cycle phase prior to use (production, transport, and sale), for each category of consumption. These are the emissions associated with the production of goods and services prior to households acquiring them.



Figure 37. Pre-consumer emissions breakdown - US average.



Pre-consumer emissions associated with Transportation (that is, prior to a consumer using a vehicle) are predominantly from production (90%). Roughly 50% of these emissions are associated with the production of fuel (oil extraction & refining); the remaining 50% are from the production of vehicles and vehicle parts. Most of the transport emissions in this section derive from the transport of used vehicles, while sales emissions mostly derive from the sale of gasoline and other transportation fuels.

For Housing, over 99% of pre-consumer emissions occur in production. This is dominated by the production of natural gas and the construction of homes, apartments, and other lodging (including hotels). The small portion of these emissions attributable to transport and sale are entirely due to the transport and sale of fossil fuels (and wood) used for home heating.

For Goods, only about 72% of emissions come from production. About 13% of emissions from goods comes from transportation, and 14% comes from retail. Transport emissions from goods disproportionately occur from truck travel, which make up over 90% of the total goods transport emissions (12% of goods total emissions). Similarly, over 90% of the emissions associated with the sale of goods comes from retail (13% of goods total emissions).

Like Housing, pre-consumer emissions from Services are overwhelmingly (99%+) from production. Services is primarily made up of activities like healthcare, education, entertainment, and various financial services; most of these involve little to no retail or transportation to provide these services.

Lastly, for Food, roughly 95% of emissions occur in production. As discussed in the Food category breakdown, food emissions primarily come from application of nitrogen fertilizers and enteric fermentation (methane released from digestion by cows and other

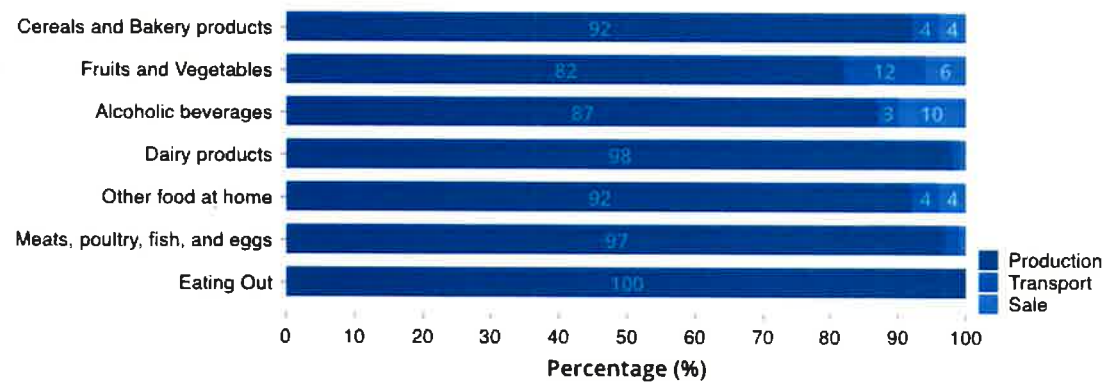


livestock). These emissions significantly outweigh the emissions associated with transportation or sale of food. The following chart provides a detailed breakdown by sub-category within Food.

Pre-Consumer Food Emissions Breakdown - US Average

Below, Figure 38 shows what percentage of emissions are associated with production, transport, and sale, for each category of food.

Figure 38. Pre-consumer food emissions breakdown - US average.



For all food sub-categories, over 80% of emissions come from production. For fruits and vegetables, and alcoholic beverages, production emissions account for roughly 83% and 87% of pre-consumer emissions, respectively. Cereals and bakery products, as well as miscellaneous household food, have roughly 92% of their emissions from production. Meanwhile, meat and dairy products have over 97% of their emissions from production, while eating out has 99% of its emissions from production. Within all food sub-categories, transportation emissions are overwhelmingly dominated by truck transport.

As discussed previously, meat and dairy products have significantly higher emissions (on either a per calorie or per dollar basis) than other foods. These extra emissions are virtually entirely in the production phase, which is why production is a higher-than-average share of emissions for meat and dairy.

Meanwhile, even fruits and vegetables have predominantly production-phase emissions because the transport of food is relatively efficient, even over longer distances. As a result, fruits and vegetables from local farmer's markets are not necessarily lower emissions than those at large supermarkets. Because farmers typically bring relatively small quantities to the farmer's market, the

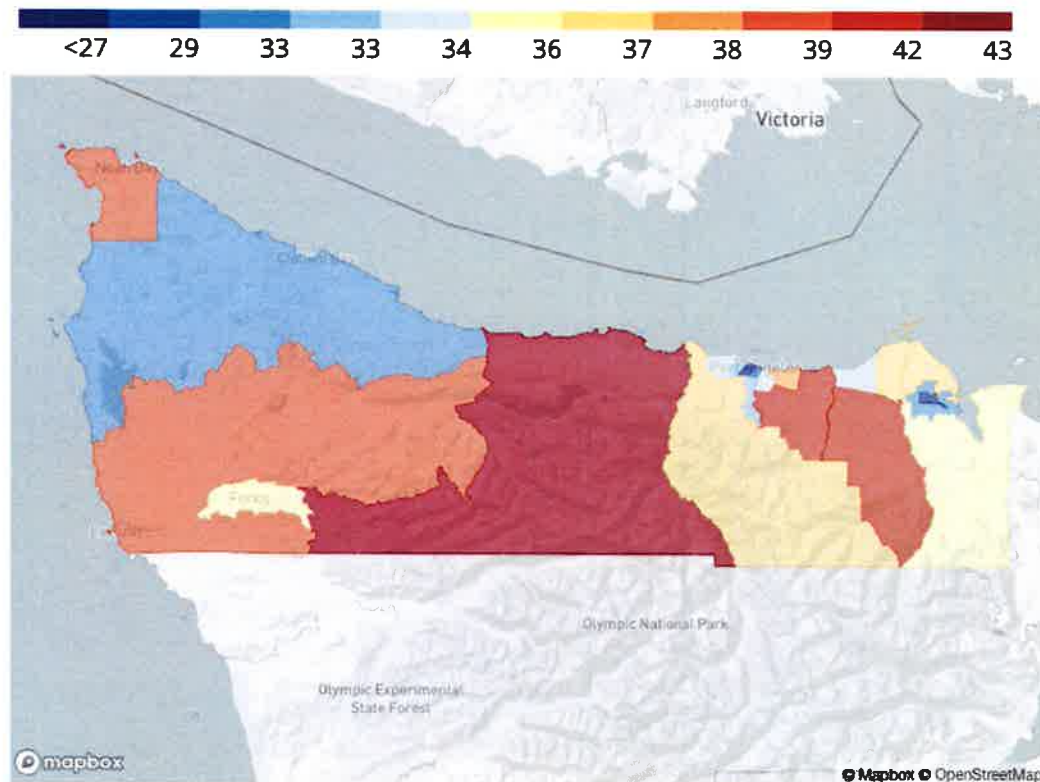


transport may be much less efficient, which could result in a higher overall footprint than food that may have been grown further away but transported more efficiently.

Neighborhood Variation

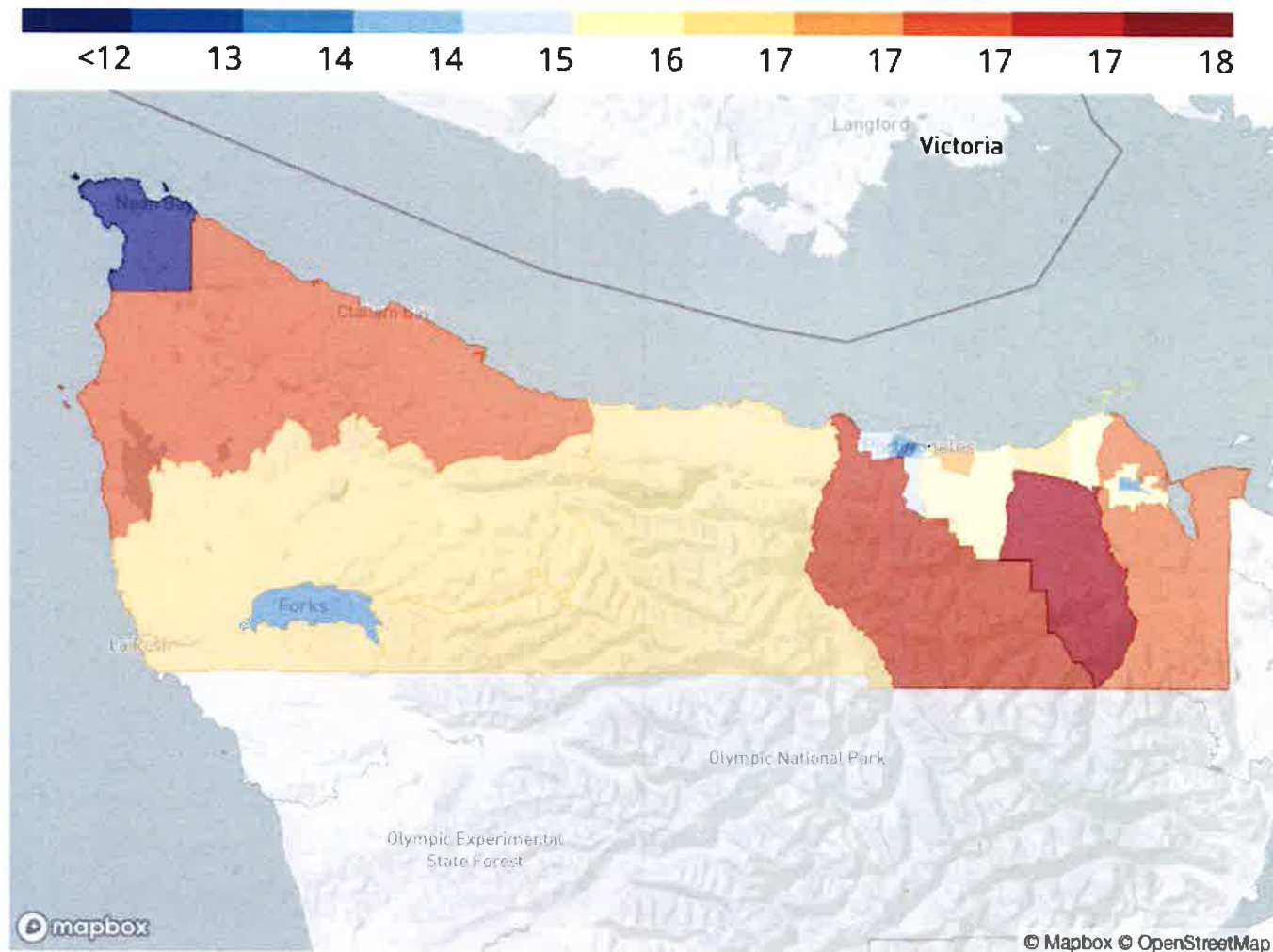
Among the 21 neighborhoods (census tracts) within the county, there is substantial variation in both emissions and the key driving demographic variables. The highest-emitting neighborhood has per-household emissions of 43 tons, while households in the lowest-emitting neighborhood have emissions of 27 tons - roughly a 1.6-fold difference.

Figure 39. Consumption-based emissions map (MTCO_{2e} per household).



On a per-capita basis, these differences are similarly pronounced. Clallam County's highest per-capita neighborhoods have emissions of 18 tons per person, while the lowest per-capita neighborhoods have emissions around 13 tons, about a 1.4x difference.

Figure 40. Consumption-based emissions map (MTCO₂e per person).



The variation in emissions between neighborhoods is driven by a wide range of factors. In many locations, historical – or current – local land use planning has a significant influence on the consumption-based emissions. Local jurisdictions adopt plans and regulations specifying what kinds of buildings can be built, under what conditions, and to what criteria. This has significant effects on where people choose to live, and what kind of lifestyles can be accommodated, with consequences for consumption-based emissions.

The following maps show how the six core household characteristics – income, home size, household size, home ownership, vehicle ownership, and education – vary across the county, with subsequent implications for consumption-based emissions.

Figure 41 Clallam Average Household Income Map

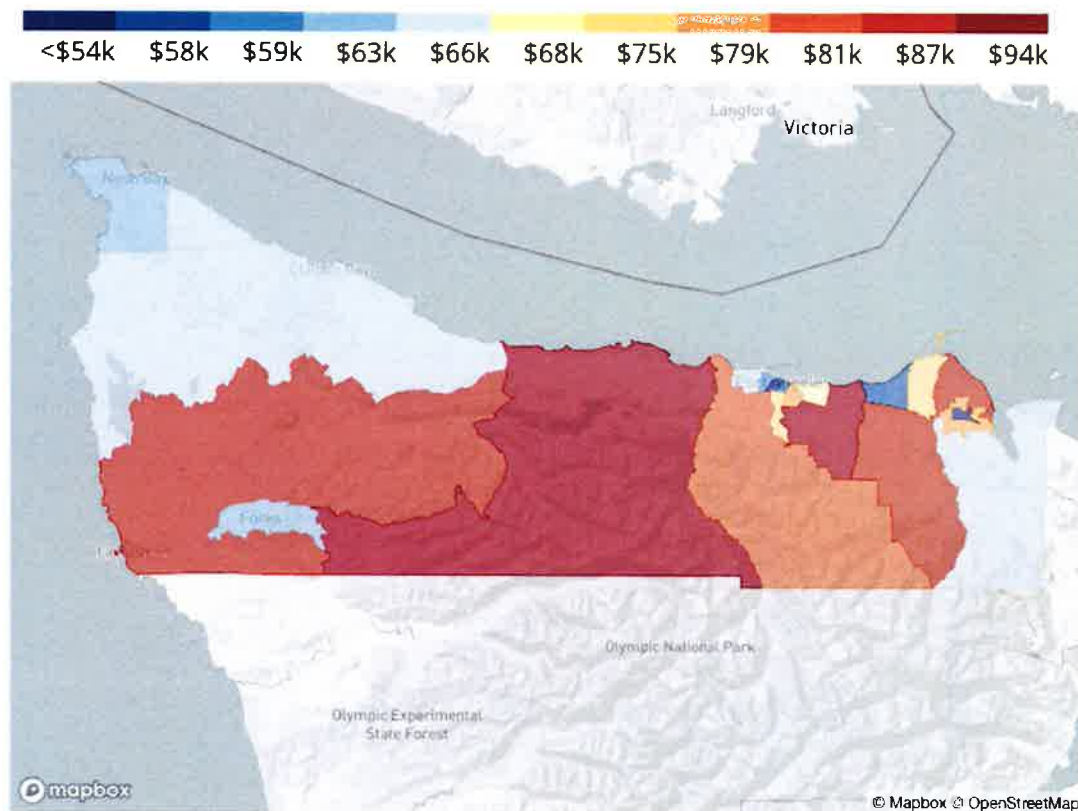


Figure 42 Clallam Household Size Map

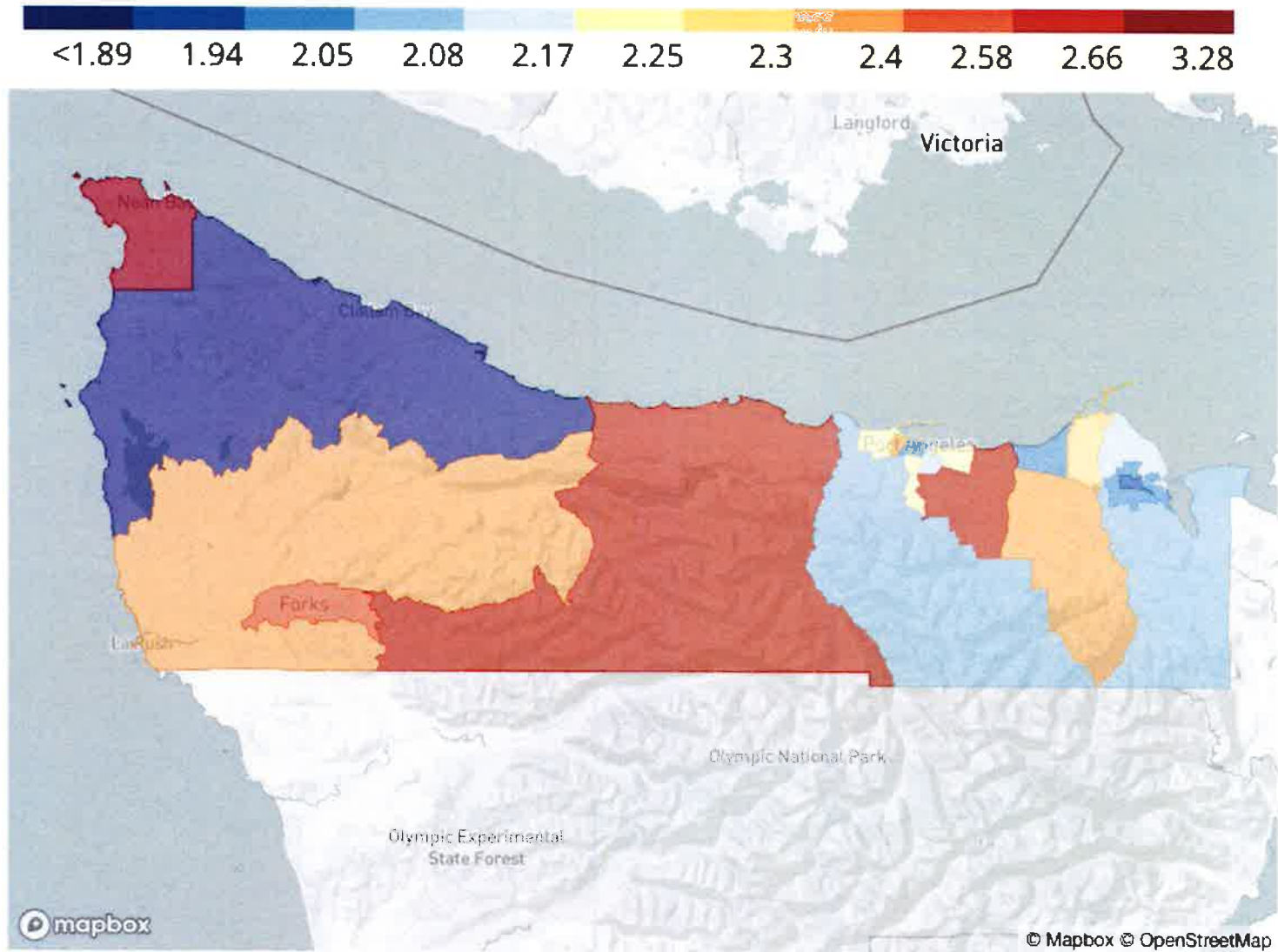


Figure 43 Vehicle Ownership Map

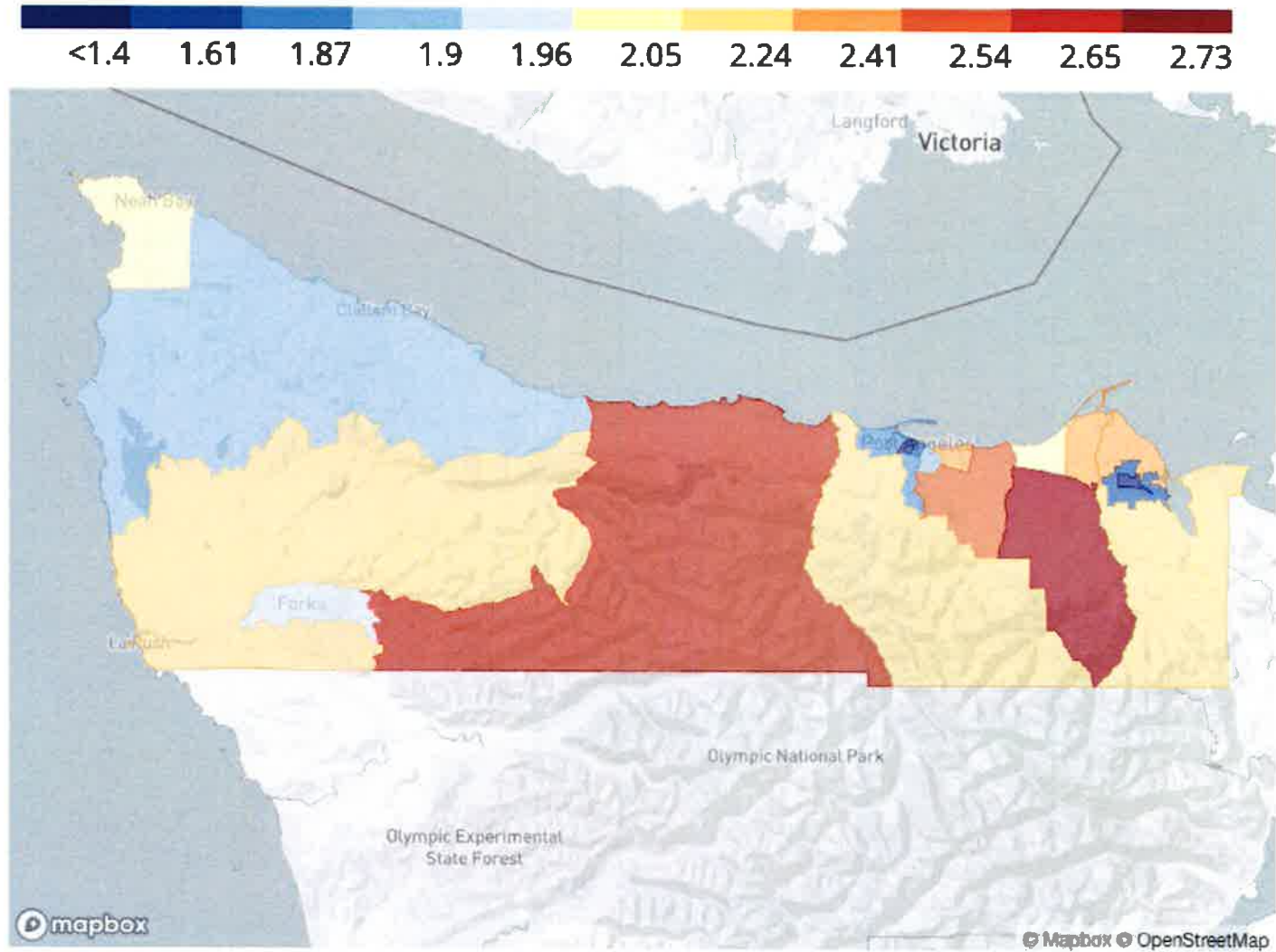


Figure 44 Clallam Rooms per Household Map

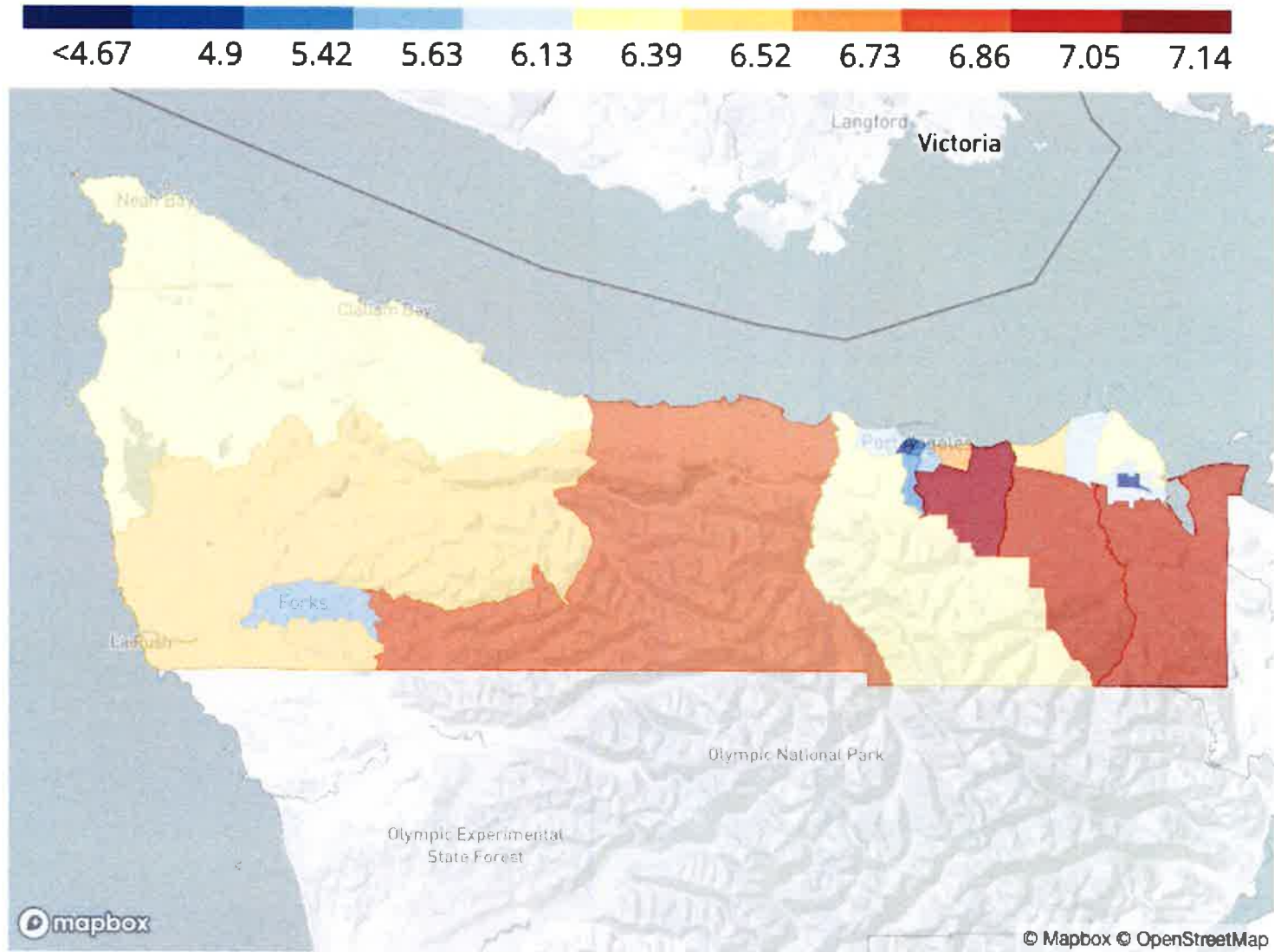


Figure 45 Clallam Home Ownership Map

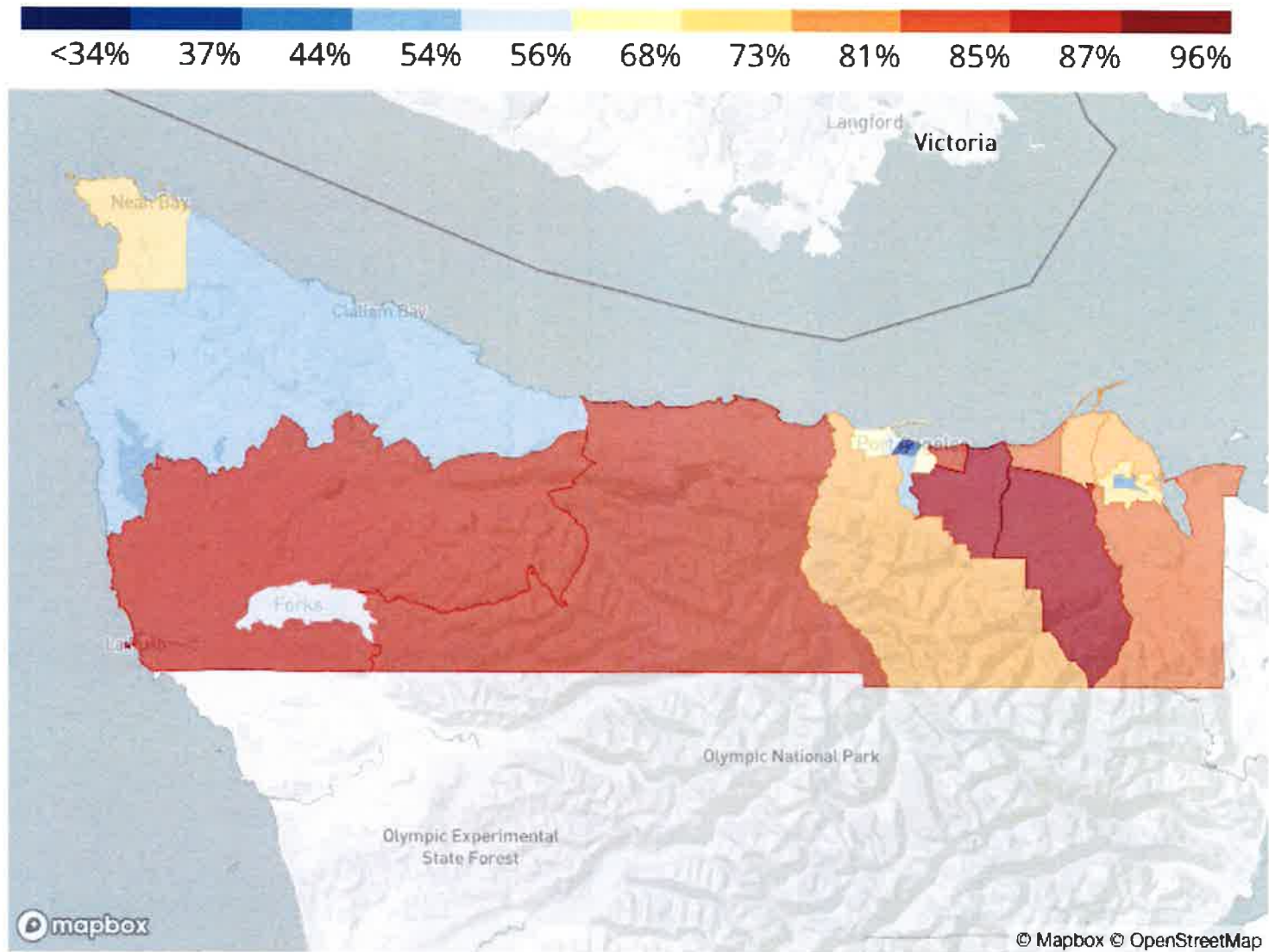
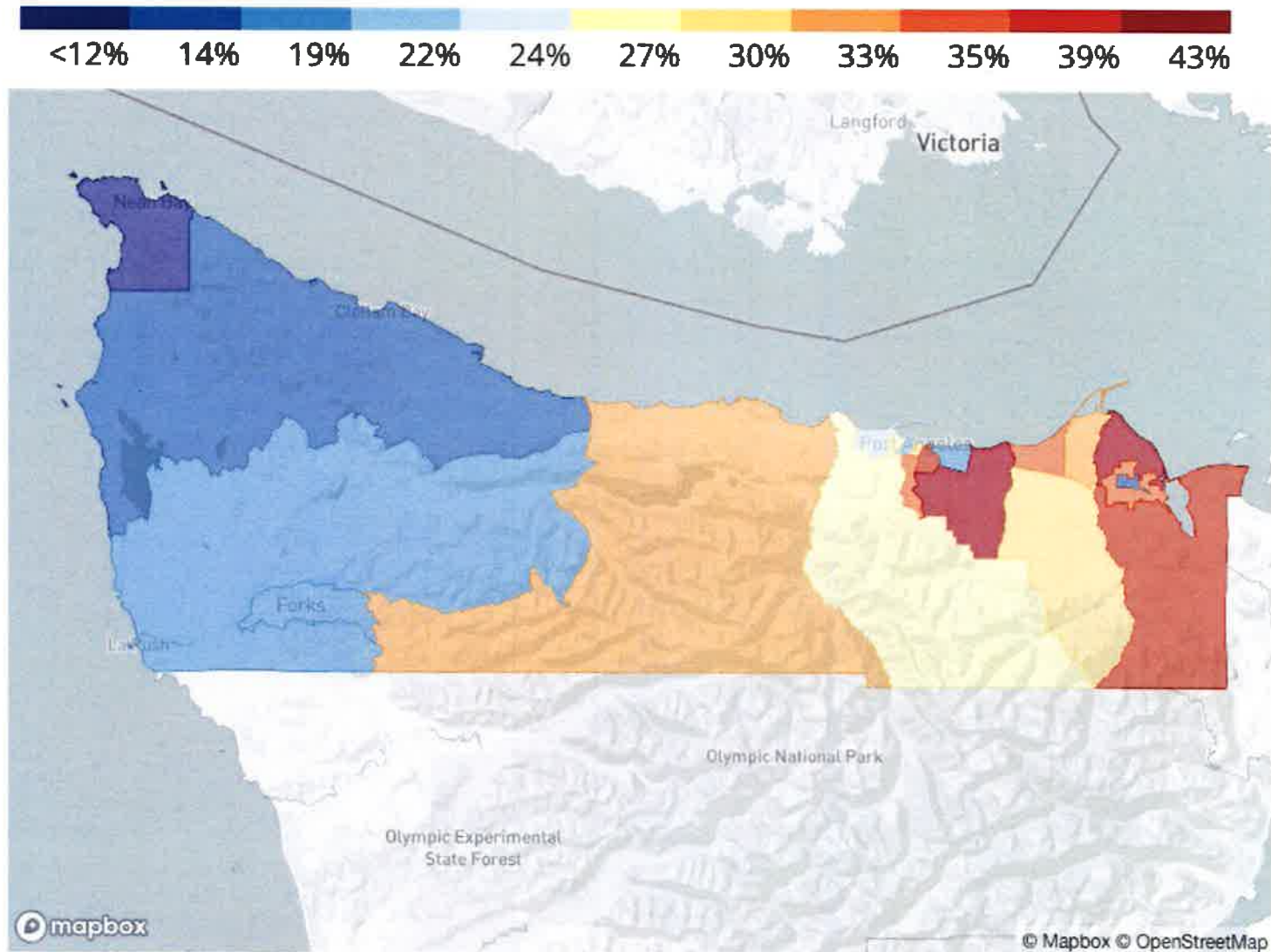


Figure 46 Clallam College Degree Attainment Map



As shown in these maps, parts of Clallam – especially in the northwestern part of the county, and in the towns of Port Angeles, Sequim, and Forks – tend to be lower income and less educated. Lower income households typically also live in smaller homes due to their being more affordable, and are more likely to be renters. Meanwhile, Clallam’s wealthiest residents live in the central areas of the county, just outside Port Angeles and Sequim.

Clallam’s historical patterns of development have likely played a role. Older homes in and near the towns tend to be smaller, while postwar suburban developments and farmland subdivisions further out have catered primarily towards wealthier and larger households.

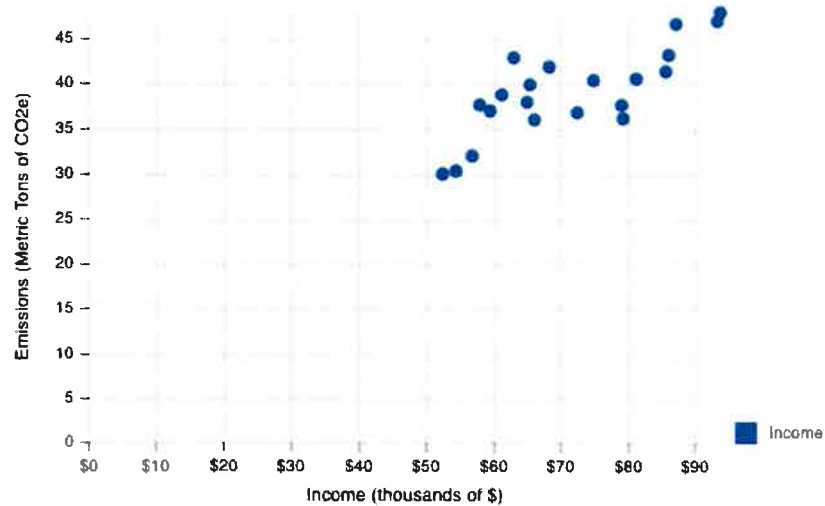
Smaller homes, closer together often means urban areas are more walkable or bikeable and have more public transit options available, reducing vehicle usage and ownership. Smaller homes also means households tend to be smaller, while multi-unit dwellings mean more energy efficiency for heating and cooling.

In contrast, suburban neighborhoods tend to have among the highest emissions per household. Suburban land use plans often encourage large, detached, single-family homes, with spacious yards and setbacks. Larger detached homes take more energy to heat or cool, and the extra space (and lack of nearby destinations) generally results in greater automobile usage. Larger homes also tend to be more expensive, making these suburban neighborhoods exclusive to wealthier households. Households that are drawn to suburban homes are also often looking to use the space to raise families, meaning larger household sizes.

The following charts provide some examples of how these neighborhood demographics correlate with per household emissions across the county. Each scatterplot shows census tracts in the county, with a demographic variable – such as income, vehicles per household, rooms per household, and home ownership rate – on the horizontal axis, while average per-household emissions for each tract are tracked on the vertical axis.



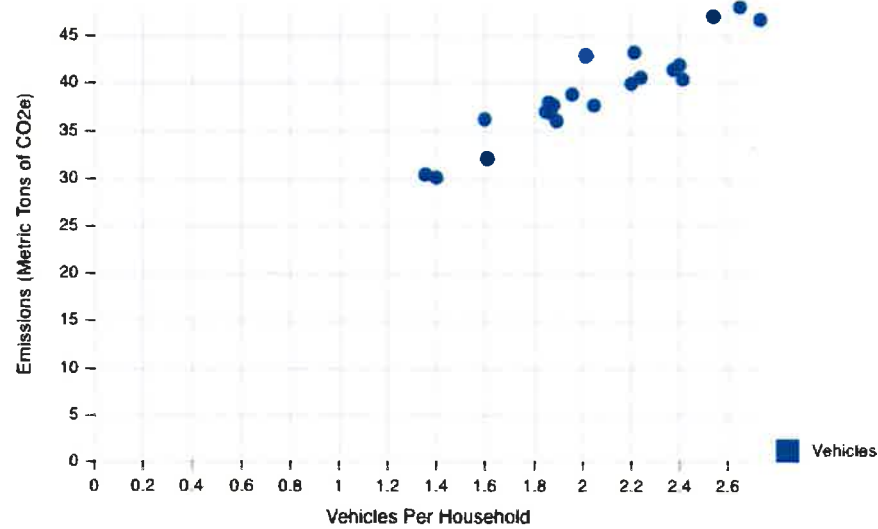
Figure 47. Household income vs emissions.



Higher incomes strongly correspond to greater consumption emissions. However, even at a given income level, different neighborhoods have different household emissions. At the very highest incomes, neighborhoods tend to be clustered at the upper end of emissions, but middle-income (for the county) has a wider range of variation. Middle-income households often have the choice of either living in suburban, car-dependent communities or more walkable urban cores; those that live in areas with lower dependency on automobiles - as shown in the next chart - can have much lower emissions.



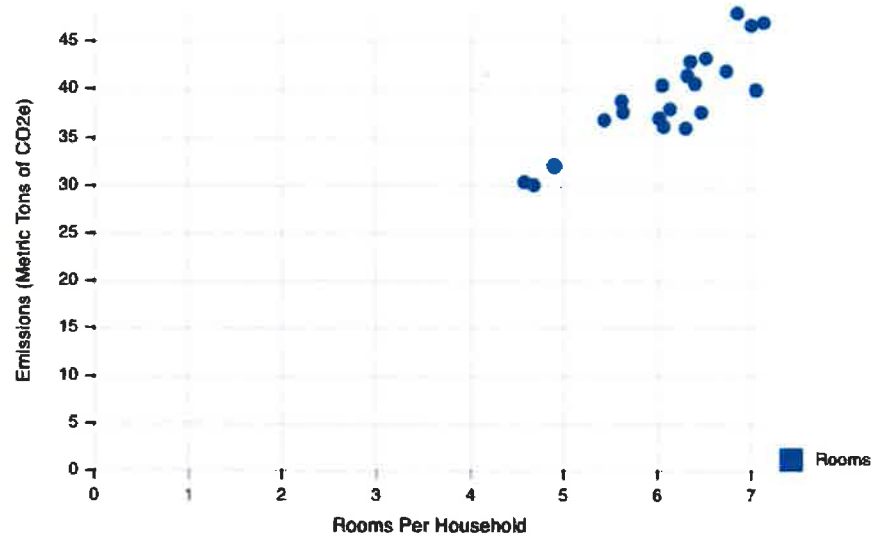
Figure 48. Vehicle ownership vs emissions.



Greater vehicle ownership strongly corresponds to greater emissions, in large part due to the increased driving associated with the extra vehicle(s). Greater vehicle ownership is likely also correlated with household size.



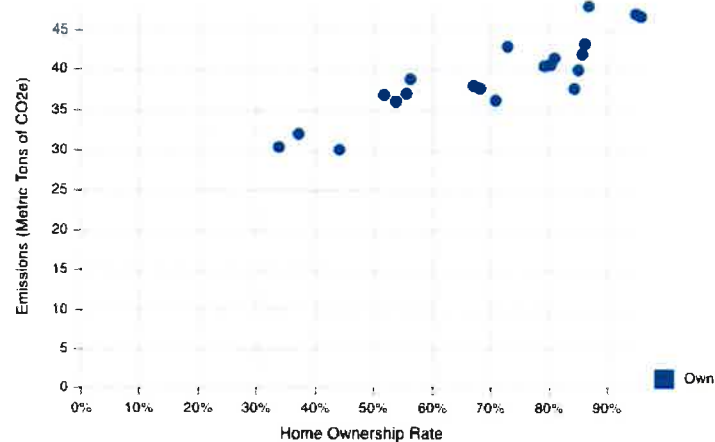
Figure 49. Rooms vs emissions.



More rooms per home strongly corresponds to greater emissions - homes with more rooms take more energy to heat or cool, and have more space to accommodate more purchases of furniture and other household goods.



Figure 50. Home ownership vs emissions.



Greater home ownership strongly corresponds to greater emissions. This is partly because home ownership correlates with income and household size, but it is also because home ownership on its own leads to more consumption of goods that are higher emissions - for instance, furniture and miscellaneous housewares.

Conclusion & Next Steps

Across Clallam County, consumption-based household emissions range from 27 to 43 tons per household, with an average of 35 tons per household, or 15 tons per person. Geographic variation is driven by differences in income, household size, home size, vehicle ownership, education, and home ownership. Many of these geographic differences reflect historical choices in local land use decisions.

Table 3 below compares consumption-based emissions in Clallam with King, Pierce, Kitsap, and Snohomish Counties in the neighboring Puget Sound region, as well as the US average. These Puget Sound counties are selected for comparison due to their geographic proximity and having recently completed consumption-based emissions inventories of their own using an identical methodology, allowing for an apples-to-apples comparison.

Unless otherwise stated, all emissions are on a per-household basis and for the calendar year 2019.



Table 3. Regional CBEI comparison.

Category	Clallam	King	Pierce	Kitsap	Snohomish	US AVG
Transportation Emissions	13.9	14.2	15.6	15.6	16.2	10.8
Housing Emissions	2	6.0	9.2	9.5	3.5	9.5
Food Emissions	7.4	8.4	8.0	8.1	8.4	9.5
Goods Emissions	4.3	5.0	4.7	4.7	4.9	9.5
Services Emissions	7.2	7.9	7.9	7.5	7.9	5.9
Total Emissions	35	42	45	45	41	45
Total Per Capita Emissions	15	17	17	19	15	17

Clallam County's total countywide consumption-based emissions of roughly 1.2 million MTCO₂e are roughly 60% smaller than the geographic inventory of 2.8 million MTCO₂e occurring within County limits (when accounting for logging). Because of its significant industrial (ie logging) activity, Clallam is a net importer of emissions from a consumption-based standpoint: households elsewhere in the world consume goods and services, for which the emissions occur geographically in Clallam. This is in contrast to many other counties in the US with either heavier residential or service-based sectors, where the consumption-based inventory might be several times larger than the geographic inventory.

Table 4, below, shows aggregate consumption-based emissions by county (per household emissions times the total number of households) for each category and in total, in thousands of MTCO₂e, for 2019.

Table 4. Aggregate Consumption-Based Emissions ('000s of MTCO₂e)

Category	Clallam	King	Pierce	Kitsap	Snohomish
Transportation Emissions	459	12,890	5,205	1,677	4,857
Housing Emissions	66	5,447	3,070	1,021	1,050
Food Emissions	244	7,625	2,669	81	2,519



Goods Emissions	142	4,539	1,568	505	1,469
Services Emissions	238	7,171	2,636	806	2,369
Aggregate Emissions	1,156	38,126	15,016	4,839	12,293

Clallam's use of zero-emissions electricity and no natural gas set it ahead of other counties in terms of already-achieved emission reductions, including those in the Puget Sound region. Because Clallam has a smaller population than other counties in the Puget Sound region (just over 33,000 households in Clallam, vs 108,000 to 908,000 households for Puget Sound counties), aggregate consumption-based emissions in Clallam are also smaller than in those other counties.

Clallam County's largest categories of consumption-based emissions include gasoline usage, healthcare, furnishings & appliances, meat, and eating out. However, some of these categories – especially healthcare and eating out – are likely smaller than estimated, because local providers do not have emissions associated with their use of electricity and do not use natural gas. These emissions estimates are based on national average emission factors associated with expenditures at these types of businesses, but because of Clallam's unique circumstances, future CBEIs should seek to quantify the indirect benefits of the county's use of clean energy.

Transportation emissions remain the single largest overall category of consumption-based emissions in Clallam County, with significant opportunities for further reductions. Table 5 provides a detailed breakdown of the emissions associated with each sub-category of transportation; all values are on a per-household basis unless otherwise stated.

Table 5. Detailed Transportation Emissions Breakdown

Category	Clallam	King	Pierce	Kitsap	Snohomish
Air Travel	1.1	1.9	1.4	1.4	1.6
Other Vehicle Expenses	0.6	0.7	0.7	0.7	0.8
Vehicle Purchases	1.2	1.5	1.2	1.3	1.3
Gasoline	11.0	10.1	12.3	12.1	12.5
Total Transportation Emissions per Household	13.9	14.2	15.6	15.6	16.2
Total Transportation Emissions per Capita	6.0	5.8	5.9	6.4	6.0



Category	Clallam	King	Pierce	Kitsap	Snohomish
Total Aggregate Transportation Emissions	459,000	7,171,000	2,636,000	806,000	2,369,000

Compared with the Puget Sound region counties, Clallam residents have similar levels of driving and gasoline usage, but lower air travel emissions, resulting in overall slightly lower transportation emissions per household (though comparable or average on a per capita basis, due to Clallam's smaller household sizes).

Clallam's best opportunity for reducing consumption-based emissions align with some of its top strategies for reducing local direct GHG emissions: transitioning to zero-emission vehicles and, where feasible, supporting alternative modes of transit such as biking, walking, and buses.

While Clallam has successfully maintained its lower-income communities through 2019, changes in home prices since the pandemic and other economic shifts may be jeopardizing lower-income households' ability to stay in and afford Clallam. To help ensure lower-income households can remain in Clallam, and to expand opportunities for higher-income households to enjoy Clallam's low-emission lifestyles, Clallam (and its constituent communities) should explore permitting and encouraging the construction of smaller homes and more rental units, particularly in the lower-vehicle-ownership cores of its constituent communities, and discourage the development of larger auto-dependent single-family subdivisions except as needed to meet housing demand.

Clallam could also explore policies to encourage a dietary shift away from imported red meat, focusing on locally raised meat and/or reductions in meat consumption generally, along with strategies to reduce food waste, can help bring down food emissions. Lastly, because of Clallam's clean energy and lack of natural gas, it is well-positioned to support the growth of local zero-emission industries. These zero-emission industries can help meet local and global demand for goods and services, without causing any additional emissions, helping to move up the date by which we can achieve a zero-emission world.



Appendix 1: Methodology

EcoDataLab CBEI Modeling Approach

The consumption-based emissions inventory (CBEI) is not a direct measurement of individual resident's consumption or behavior. Instead, EcoDataLab uses a model (a series of complex calculations) to estimate consumption and emissions, using a combination of real-world consumption or emissions data where available, along with predictions based upon household characteristics, as well as regional and national averages.

This model is based upon an approach first developed by the CoolClimate Network at the University of California, Berkeley, and published extensively in multiple scientific journals.

The overall model has a number of sub-models, but each one follows the same general formula:

1) Select a survey

We select a nation-wide survey, conducted by the US federal government, that focuses on an important element of the inventory. The US sub-models are built using the [Consumer Expenditures Survey](#) (CEX), the [National Household Travel Survey](#) (NHTS), and the [Residential Energy Consumption Survey](#) (RECS).

These surveys are used to build the full suite of models. CEX provides data used to model all categories of consumption except for gasoline and home energy use. NHTS provides data for the vehicle miles traveled model (which translates into gasoline usage), and RECS provides data for the home energy use models (including electricity, natural gas, and other heating fuels).

2) Identify key household characteristics

Next, we look at the household characteristics available from the survey, and identify data for which we can get nationwide data from the US census and other data sources. These data include variables like household size, income, vehicle ownership, etc. We also include geography, climate, and other relevant data where applicable.

3) Build a predictive model

Using the nation-wide survey and selected household and geographic characteristics, we run a computer program that identifies how strongly each of those household characteristics correlates with the survey results. This technique is called multiple linear regression, and is a type of machine learning - the computer sees many input data (the household and geographic characteristics)



and learns how to predict what the outcome will be (the survey result). The computer then gives us an equation that takes each of those household and geographic characteristics and produces an estimated result.

A single linear regression might take this form:

$$y = mx + b$$

where y is the survey result (dependent variable), x is the household and geographic characteristics (independent variable), m is the computer's predicted correlation between x and y (slope), and b is a fixed value that adjusts for any underlying base discrepancy between x and y when x is equal to 0 (intercept).

In multiple linear regression, the equation takes on a more complex form:

$$y = m_1x_1 + m_2x_2 + m_3x_3 + \dots + b$$

where in this case, each x (x_1 , x_2 , x_3 , etc.) is a different household or geographic characteristic, with its own unique correlation (m_1 , m_2 , m_3 , etc.) that together add up to make the overall result. The number of x variables depends on the sub-model and available data. All EcoDataLab sub-models use at least six variables ($\dots x_6$), with some using a dozen or more to get the most accurate prediction possible.

In addition, many of the values we are considering do not scale linearly. Instead, the models often look more like this:

$$\ln(y) = m_1x_1 + m_2\ln(x_2) + m_3x_3 + \dots + b$$

where the survey result might actually be scaled as a natural log (ln) variable, and some of the household and geographic characteristics are also calculated using its natural log (or sometimes both its ordinary and natural log values). This generally occurs in cases where there are nonlinear effects from household characteristics, and smaller values have different implications than larger values. For example, a household of 2 is typically two adults, whereas a household of 3 typically includes a child, which can significantly change consumption patterns. Similarly, consumption patterns based on income change significantly once basic needs are met and ["luxury goods"](#) start being consumed.



4) Run the model using local data

With these multiple linear regression models built (see above), we then collect over 200 points of local data - mostly census and climate data, from federal sources including the US Census Bureau, the National Oceanic and Atmospheric Administration (NOAA), but also things like energy prices, inflation rates, fuel economy, and emission factors from sources including the Energy Information Agency (EIA), the Bureau of Labor Statistics (BLS), the Department of Energy, and the Environmental Protection Agency (EPA). Those values are transformed to fit the required inputs to the model, and then the model is run with that local data as the independent (x) variables in the model.

In some census tracts, local data is a poor fit for the models. Because the models are trained on a limited set of survey data, local outlier values produce unreasonable results.

For instance, prisons, universities, and military bases can result in unrealistic estimates of things like household size, while vacation destinations (beach or resort towns) can result in unrealistic estimates of rooms per household. We correct significant outliers to be more realistic estimates of local conditions for typical households in these instances. Extremely wealthy communities (average household incomes well in excess of \$300,000/yr) are also an outlier and are adjusted downwards; much of the luxury spending at these higher income levels is very low-emission due to spending money on intangibles like brand value (ie luxury clothing and cars have similar emissions as non-luxury goods, but cost significantly more due to the brand, and so adjusting highest-income households downwards preserves the accuracy of the emissions estimates).

5) Make final adjustments to consumption estimates

While the multiple linear regression model helps us estimate consumption, the model doesn't perfectly resemble reality. We adjust for these discrepancies by comparing the model's predicted results with real-world data wherever available, and scaling the model outputs accordingly where real-world data isn't available.

To achieve this, we compare the model results with the actual results for the most granular level of data available. This can be national-level data (in the case of surveys), state-level data (in the case of transportation), or locality-level data (in the case of energy or water consumption). For cases where real-world data is available at the geographic scale of interest, we use the real-world data in place of the modeled data; otherwise, we run the model at a geographic level at which data is available and use that to create a scaling factor, which we use to correct the locally modeled data. For example, the standard approach to energy modeling is to compare modeled state-level energy use with real-world state-level energy data, and then use that scaling factor to adjust a city or county's modeled energy use.



6) Calculate emissions

After calculating consumption using the models, we then calculate emissions. Most consumption emissions are calculated using the US EPA's [USEEIO Model](#), which bridges the gap between consumption (dollars) and emissions (MTCO₂e). This model includes data on emissions by sector and supply chain stage, allowing us to differentiate between emissions associated with production, transport, wholesale, and retail, for all US emissions. Emissions associated with fixed capital investments (e.g. buildings & infrastructure construction, excluding residential construction) are also incorporated across all sectors.

For electricity emissions, we use EIA's [eGrid](#) emission factors, detailed at the zip code level and then scaled to any geography. For all other direct consumption of fuels (natural gas / methane, gasoline, etc.), we use the latest IPCC GWP values and best available academic literature to estimate life-cycle emissions. This includes fugitive and non-CO₂ GHG emissions, as well as any radiative forcing effects from other emissions (such as particulate matter or contrails).

When working with local jurisdictions, we always replace these national or grid average emission factors with the best available local data. We contact state agencies to procure detailed vehicle registration data, which we combine with US DOE [fuel economy data](#) to get the most granular and accurate estimate for fuel economy of local residents' vehicles. We work with local jurisdictions to identify local utilities and their geographic coverage, and their local emission factors for electricity, water & wastewater, or methane leakage rates.

Model Input Variables

The consumption models use the following six variables: household size, average income, vehicle ownership, home ownership, share of households respondents with a bachelor's degree or higher (educational attainment), and number of rooms (home size).

The vehicle miles traveled model uses household size, average income, vehicle ownership, home ownership, and educational attainment, along with commute time to work, drive alone to work, number of homes per square mile, number of employed people per square mile, employed people per household, family status, children per household, youth per household, adults per household, and Census region. The race of households (white, Hispanic or Latino, or neither) also proved to be statistically significant and was included.

The home energy models use household size, average income, home ownership, and home size as well as detached home status, heating and cooling degree days, statewide average price of electricity, statewide average price of natural gas, and census division.



Appendix 2: Government Emissions

In the consumption-based inventory, government agencies are considered final demand the same way households are, and so government emissions are not attributed directly to households. These emissions are not insignificant – based on GDP data and the same USEEIO emission factors discussed in Appendix A, federal, state, and local governments across the US had emissions totaling over 660 million MTCO₂e. Of this total, roughly 69% came from state & local governments, with the remaining 31% from the federal government split between defense (24%) and non-defense sectors (7%).

Like households, government emissions include transportation, buildings, food, and procurement of goods & services. Transportation emissions include the use of government vehicles, aircraft, trains and buses, police and firefighting vehicles, ambulances, and more. (Because public transit is heavily subsidized in the US and associated emissions are not directly related to consumer spending, these emissions are allocated to government instead).

Government emissions from buildings include natural gas used for heating and water heating, as well as electricity use associated with the operation of the building. Government buildings include agency or department offices, legislatures, public colleges and universities, local schools, ports and airports, courts and prisons, post offices, military bases, some museums, research laboratories, libraries, water treatment plants, some hospitals, and more.

Embodied emissions from construction, including infrastructure, are also included. Roads, highways, and bridges all have large emissions associated with their construction. Governments also build and maintain local water supplies and resources, as well as some railway and public transit infrastructure, with additional emissions associated. Lastly, other purchases of food, goods and supplies, and services all have emissions associated with them as well.

Government consumption, and associated emissions, are not linked to particular household characteristics or activities in readily traceable ways. While some government activities can be linked to certain households – such as direct cash transfers for unemployment insurance or social security; and healthcare coverage through Medicare, Medicaid, or veteran's benefits – other government activities, like infrastructure construction and maintenance, national defense and public safety (police & fire), R&D spending, and parks maintenance cannot be readily and systematically assigned to households based on any discernable characteristics.

As a result, these emissions can only be effectively allocated to households on a flat average basis. If these emissions were allocated to households, it would be an average of 5.5 MTCO₂e per household. For Clallam County, this would work out to an additional 182,000 MTCO₂e countywide. These “hidden” emissions are not otherwise captured in the consumption-based emissions inventory, but still contribute to overall emissions nationally and globally.



Government agencies often have their own internal plans for reducing their emissions, with strategies that include switching to 100% renewable energy, purchasing electric vehicles, and retrofitting buildings to eliminate natural gas usage.



APPENDIX C. ACTIONS FOR FUTURE CONSIDERATION

Scope	Action Short Name	Action Description	Source	Reasoning
County	Support Local Utilities in efforts to negotiate the 2028 BPA renewal agreement	The current Bonneville power franchise agreement with the County's local utilities expires in 2028. It is expected that this will be a twenty-year agreement. The County, together with other stakeholders (Port of Port Angeles, State and Federal Representatives, the Tribes, NODC, EDC) should assist our local utilities in their negotiation efforts with BPA concerning the 2028 power supply contracts. Issues that will need to be addressed include: • The new regulatory requirements regarding clean energy acquisition and reduction of greenhouse gas emissions; • Achieving adaptable contract terms to respond to changing externalities in the environment, irrigation rate mitigation, and having sufficient and affordable energy for economic development. • These new BPA contracts also need to ensure renewable, resilient, and low-GHG emission sources that protects healthy habitat for salmon and other aquatic species.	Public Power Post-2028 Concept Paper, NRU; 2019 Resiliency Plan: Recommendations Addressing Climate Change for City of Port Angeles	Already in the process of this negotiation



Scope	Action Short Name	Action Description	Source	Reasoning
County	Begin planning for larger transit connections	Begin researching and planning for opportunities to implement a high speed commuter transit option (bus with dedicated travel lanes, light rail, etc.) between communities such as Jefferson and Kitsap counties.	Clallam County CAC	Longer term action outside timeframe for this plan
Community	New green building requirements	Enact new building electric requirements and codes, continue to promote the County's green building program to phase out fossil fuels. Examples could include: • Provide resources and incentives to meet green buildings standards for new residential and commercial development. • Department of Community Development will create a pre-approved set of plans for a LEED Certified home. Pre-approved plans will be available for purchase through DCD and cost of plans will include cost of basic inspection fees. • Incentives for weatherization. • Incentivize electric heating/cooling and electric water heat pumps in all new builds or renovations. • Incentivize new buildings be solar ready (where feasible) and EV charging ready (consider including buildings undergoing deep retrofits as this is another good time to make changes). The County should lead by example by updating County building codes and requirements to meet	Clallam County; Modeled after DCD's Basic Living Unit preapproved plan program	County already has very stringent building codes and meets IBC code standards through WA State requirements.



Scope	Action Short Name	Action Description	Source	Reasoning
		green building standards for all new County facilities and development. • Build all new County buildings and develop sites to at least a LEED Silver criterion for energy, water and waste conservation strategies (e.g. Architecture 2030, LBC certification). • Climate-smart permitting: Incorporate future climate change scenarios when calculating level of service for permitting county facilities and services. • Require electric heating/cooling and electric water heat pumps in all new builds or renovations. • Require new buildings be solar ready (where feasible). And EV charging ready (consider including buildings undergoing deep retrofits as this is another good time to make changes).		
County	Food Preservation	Upgrade county-owned commercial kitchen facility (fairgrounds) for use by community groups for community-processing and preservation events to capture excess food and increase resiliency against climate-related supply chain issues.	Clallam County CAC	Going to pursue in another way, does not need to be included in the CAP as no direct emissions reduction connection; more of a resiliency action
County	Expand County staff capacity	Fund a full-time waste reduction coordinator whose duties include: Educating community on zero waste strategies such as sustainable consumption, reuse opportunities, recycling, and	Clallam County CAC	Already received funding for this position through WSU Extension



Scope	Action Short Name	Action Description	Source	Reasoning
		composting assisting with internal waste reduction systems.		
Community	Continue to partner with Clallam Transit	Continue to partner and support Clallam Transit to identify barriers to using transit, expand transit use, and ensure routes are convenient for travelers/commuters, safe, and accessible, and increase ridership.	Clallam Transit's Comprehensive Operational Analysis; Olympic National Park Action Plan	Already partnering and supporting Clallam Transit
County	Advocate for the Conversion Forestry Ordinance	Advocate and support the current Conversion Forestry Ordinance that is currently in progress that would incentivize cutting less than 33% or 66% of the trees on the property (versus clear cutting). These new options would be considered a "Conversion Option Harvest Plan" (COHP), and would minimize grading and limit clearing of the understory in addition to retaining trees on the property.	Clallam County CAC	Successful! Already been codified into County law.
County	Incentivize maintenance of land	Increase incentives for the maintenance or restoration of areas within agricultural zoned property, such as wetlands and ponds, that function as carbon sinks, promote water storage, and provide other ecosystem services.	Whatcom County CAP; Port Townsend / Jefferson County Climate Action Plan	Already a very regulated area and already doing
County	County agricultural policies and processes	Revise the Comprehensive plan, and other County plans, to remove barriers to agricultural activities and incorporate strategies for protecting productive agricultural lands and expanding food production in Clallam County.	Clallam County CAC; Whatcom County CAP; Port Townsend / Jefferson County Climate Action Plan	Combined with other land use action



Scope	Action Short Name	Action Description	Source	Reasoning
Community	Invest in the agricultural sector of Clallam County	Double demand of locally produced food in Clallam County by 2030 by investing county dollars in education, marketing and promotion resources for the agricultural sector for Eat Local First.	Clallam County CAC	Need more action oriented language, revised into another action
Community	Support sustainable farming resources	Provide continued support for programs that work with farms to help make their businesses more sustainable, increase land access and succession planning for farms, vegetable variety trials, soil management, etc.	WSU Extension; Conservation District; NODC; Port Townsend / Jefferson County Climate Action Plan	Revised and combined into one action
County	Expand land use policies	Expand land use zoning standards and codes to promote transit-oriented development and mixed-use development to reduce urban sprawl. Updated codes could include: • Provide incentives to build within walkable distances to existing transit, school, employment, community facilities, businesses, and other supporting services (relevant for LAMRIDs and explore in denser neighborhoods). • Exclude residential development in riparian corridors, floodplains, and on shoreline areas subject to storm surge. In addition, preserve rural and commercial forest lands and agricultural lands. • Revise zoning codes to reduce development potential in high value working lands and	2019 Port Angeles Housing Action Plan; Whatcom County CAP	Already in place



Scope	Action Short Name	Action Description	Source	Reasoning
		ecosystem areas, including the critical areas and climate impact zones. Require climate impact vulnerability assessments and projected GHG emissions and mitigation in the planning of large new residential, commercial or industrial developments.		
Community	Support and expand Conservation Futures	Support and expand Conservation Futures for the protection of farmland and open space.	Clallam County CAC	Combined with another action
County	Update water conservation programs and policies	Increase regional capacity for water storage through regulations, capital projects, and outreach/education: - Incentivize and allow regulated rainwater harvesting. - Create regulations that require water efficient appliances (washers, dishwashers, toilets, etc.) - Enhance stormwater retention in upstream areas where appropriate and feasible. - Develop code and infrastructure for reclaimed water system. - Partner with Clallam PUD for outreach and education to expand water conservation actions for residential, commercial, and agricultural water users.	Cascadia Consulting; Quileute Climate Plan	Outside scope of the County, falls within Clallam County PUD



Scope	Action Short Name	Action Description	Source	Reasoning
		- Evaluate/adapt agricultural drainage management to increase storage and promote subirrigation. - Encourage rainwater harvesting to provide water supply for buildings and agriculture.		



APPENDIX D: POLICY SCAN DETAILS

The following documents were reviewed for Clallam CAP development.

EXISTING KEY STATE & REGIONAL POLICIES

There are existing key state policies that set the stage for other regional and Clallam County policies. Listed below are key state policies that are already in effect and relevant to Clallam County's CAP.

Policy/Program	Description	Effective Date
General		
WA Climate Commitment Act	Places an economy-wide cap on carbon to meet state GHG reduction targets & be consistent with best available science. Policy still under development.	Jan 2023
WA HEAL Act	Defines & embeds environmental justice (EJ) in state law. Includes state agency requirements for EJ in engagement, budgeting, funding, and strategic planning.	2021
WA HFC Superpollutants Act	Requires phasing out of HFC Superpollutants in new equipment, using climate friendly alternatives in compliance with the Act's 2020-2024 phasing timeline.	Jan 2020
WA low-GWP refrigerants (HB 1050)	Establishes a maximum global warming potential (GWP) threshold (150) for HPCs used in stationary air conditioning, stationary refrigeration, and ice rinks.	Jul 2021
Buildings & Energy		
WA Clean Energy Transformation Act (CETA)	Requires a phase-out of coal by 2025, carbon-neutral electricity sales by 2030, and 100% clean energy by 2045.	2019
WA Building/Energy Code (RCW 19.27A.160)	Requires permitted residential and nonresidential construction under the 2031 state energy code must achieve a 70% reduction in annual net energy consumption compared to the 2006 state energy code.	Dec 2012
WA Clean Buildings Act (HB 1257)	Establishes a state energy performance standard and other measures for new and existing large buildings over 50,000 sq ft with an early-adopter incentive program.	2021 (voluntary) 2026 (mandatory)
Transportation & Land Use		



Policy/Program	Description	Effective Date
Federal Fuel Economy Standards	Reduces fuel consumption by raising fuel efficiency standards in passenger cars and light trucks.	Latest standards apply to 2024-2026 vehicles
WA Clean Fuel Standard	Reduces overall carbon intensity of fuels through use of cleaner fuels or purchasing clean fuel credits.	Jan 2023
WA EV readiness (HB 1287)	Extended the Clean Building Act's requirement for EV readiness to new single-family construction.	Jul 2024
WA Clean Cars 2030	Passed as part of "Move Ahead WA," sets a date of 2030 for all new cars registered in the state to be electric. Also commits state funding to EV investment/infrastructure.	Proposed in 2022; not yet adopted
WA Commute Trip Reduction	Requires implementation of transportation demand management (TDM) programs for certain employers to reduce work trips.	2006
Solid Waste & Consumption		
WA Plastic Pollution Reduction Policy SB 5022	Requires 1) single-use foodware be provided only upon request; and 2) minimum levels of recycled content in plastic beverage containers, trash bags, etc.	Phased in between 2022-2024
WA Organic Waste Goals (HB 1799/SB 5731 in 2022 legislative session)	Under development. Would establish a statewide goal for the landfill disposal of organic materials at a level representing 75% reduction by 2030, relative to 2015, and a goal of 20% reduction in volume of edible food disposed (relative to 2015) to be recovered for human consumption by 2025.	Under development (proposed date of Jan 2024)
Natural Systems & Water		
Shoreline Management Act	Supports local land use decision-making and shoreline planning, including access, hazard mitigation, economic uses, and salmon recovery.	1971



The list of documents reviewed in the policy scan identified by Clallam County included:

Clallam County	Relevant and/or Neighboring Jurisdictions
• Clallam County Climate Action Plan • 2018 BOCC Resolution • 2021 GHG Reduction Policy • Clallam County Hazard Mitigation Plan: 2019 Update • Clallam County Parks Master Plan • 2021 Solid Waste Management Plan • Shoreline Master Program • County Comprehensive Plan	• 2019 Resiliency Plan: Recommendations Addressing Climate Change for City of Port Angeles • 2019 Port Angeles Housing Action Plan • Elwha-Dungeness Watershed Plan • Whatcom County CAP • Sustainable Sequim • Quileute Tribe Climate Plan • Jamestown S’Klallam Tribe Adaptation Report • Olympic National Park Action Plan • Olympic National Forest Adapting to Climate Change • Port Townsend and Jefferson County CAP • City of Issaquah CAP • City of Seattle Papercuts Memo



APPENDIX E: MULTI-CRITERIA ANALYSIS

Cascadia led a qualitative multi-criteria analysis (MCA) of actions from Clallam County's strategy and action list. The MCA assigns qualitative numerical scores to each evaluated action and criterion to arrive at an overall priority score for each action.

This appendix includes an overview of the MCA approach, definitions, and results as conducted in July and August 2022 with the then current list of strategies and actions. It includes:

- An overview of the evaluation steps for the multi-criteria analysis.
- Detailed descriptions of the evaluation criteria, including sub-criteria definitions and criteria weights.

MCA Evaluation Steps

The MCA evaluation steps are as follows:

1. To arrive at a priority score, each criterion is clearly defined and assigned a weight. Clallam County decided on weightings based on relative priorities as indicated by Clallam County's Climate Advisory Committee (CAC).
2. Cascadia developed qualitative score matrices to allow for a consistent, objective ranking process. Cascadia then assigned scores for each action based on the criteria definitions and professional judgement drawing from peer county case studies, knowledge of County context, engagement results, and consultant experience. Each criterion is evaluated on a 1 (low) to 5 (high) scale.

Evaluation Criteria

Summary

The following criteria will be used to evaluate the actions to be included in Clallam County's Climate Action Plan. Each criterion is evaluated on a 1 (low) to 5 (high) scale.

Criterion		Weight	Definition/Sub-criteria
GHG Emissions Reduction Impact		20%	What is the scope and likelihood that the action will reduce GHG emissions? By when? Can impact be measured and tracked?



Criterion		Weight	Definition/Sub-criteria
Cost		20%	What is the cost to the community and county?
Feasibility		20%	What is the County's level of control over implementation?
Equity		20%	Does the action reduce vulnerability for all populations? Is it fair? Are benefits distributed equitably across the community? Do they redress historic inequities?
Co-benefits		20%	Does the action support 1) climate resiliency, 2) economic development, and 3) conservation (i.e., energy & water)?

IMPACT

This criterion evaluates impact according to the lever of the action (voluntary/indirect programs, regulatory action, etc.), how directly the action addresses emissions, whether the action is focused on the County's highest-emissions sources, the timeline and ability to scale the impact, and the ease of measuring and tracking the impact.

Impact	
1	No emissions reductions – Action is not intended to/does not reduce GHG emissions or increase sequestration.
2	Low – voluntary/indirect action (e.g., education/outreach, planning, assessments) that indirectly reduce emissions; regulatory/direct strategies that address a very small emissions source; limited scope/ability to scale (i.e., low or very low impact/reductions/sequestration).
3	Moderate – voluntary/indirect programs that directly reduce emissions with financial incentives; voluntary/indirect programs without financial incentives but with relatively high reduction potential (addresses large source of emissions); regulatory/infrastructure projects with low/medium or indirect emissions reduction potential (i.e., moderate impact/reductions/sequestration).



Impact	
4	High – regulatory/infrastructure projects that directly reduce emissions; strong voluntary/indirect programs with financial incentives and/or addressing a top emission source; limited scope/reach or with broad scope/reach that will be realized after 2030 (i.e., high impact/reductions/sequestration).
5	Very high – regulatory/infrastructure projects that directly reduce emissions and that will be realized by 2030; broad reach/scope (i.e., very high impact/reductions/sequestration).

COST

The cost criterion focuses on financial costs to the County.

Cost	
1	High to very high – MAJOR INFRASTRUCTURE/capital improvement project; generally >\$10 million; and/or SIGNIFICANT costs across the ENTIRE community
2	High – MODERATE INFRASTRUCTURE projects and large programs; generally \$1-10 million; and/or SIGNIFICANT costs to SOME in the community
3	Moderate – SMALL INFRASTRUCTURE projects and LARGER PLANS, policies, and small programs; \$100K-1 million; and/or MODERATE costs across the community
4	Low – SIMPLE policy changes, studies, and small plans; <\$100K; and/or MINIMAL costs across the community
5	Very low – planning strategy or MINIMAL TO NO COUNTY GOVERNMENT INVESTMENT; County government may already be working on it; and/or will NOT present any additional costs to the community; may save money.

FEASIBILITY

The feasibility criteria assess the degree of County control over an action's strategy success and the likely regulatory, political, and technological constraints to implementation, as well as anticipated cost to the County, and community support.

- Community support focuses on support from community partners and stakeholders such as the business, environmental, social justice, and other community perspectives.



- Political constraints include the level of County Council support and direction, County staff support and capacity, the regulatory role and level of support of county cities, the level of support from local Tribes, alignment or reinforcement of other County, and regional policies, plans, programs, and initiatives (including opportunities for shared implementation), whether funding or other needed resources from state and federal entities is easily acquired, and whether the outcome of a legislative process may affect the feasibility of a strategy.

Feasibility	
1	Very high barriers – action currently UNVAILABLE given current regulations, politics, community support, and/or technologies and anticipated opportunity windows. If encountered, challenges are VERY DIFFICULT or IMPOSSIBLE to overcome and/or unable to adapt to new technologies. Not identified in any existing County and/or regional plan (e.g., NODC).
2	High barriers – action LIKELY to encounter challenges given current regulations, politics, community support, and/or technologies and anticipated opportunity windows. If encountered, challenges are DIFFICULT to overcome and/or difficult to adapt to new technologies. Identified in existing Clallam County and/or regional plan but has been identified as having high barriers.
3	Moderate barriers – action MAY encounter challenges given current regulations, politics, community support, and/or technologies and anticipated opportunity windows. If encountered, challenges are MODERATELY DIFFICULT to overcome and/or moderately difficult to adapt to new technologies. Identified in an existing Clallam County and/or regional plan, but no action yet.
4	Low barriers – action UNLIKELY to encounter challenges given current regulations, politics, community support, and/or technologies and anticipated opportunity windows. If encountered, some or most challenges are RELATIVELY EASY to overcome and/or are relatively easy to adapt to new technologies. Related to an existing Clallam County and/or regional plan (e.g., NODC, e.g., “expand on something from a plan”).
5	Very low barriers – MINIMAL to NO challenges anticipated given current regulations, politics, community support, and/or technologies and anticipated opportunity windows. If encountered, most challenges are EASILY overcome and/or easily adaptive to new technologies. Identified in existing Clallam County and/or regional plan (e.g., NODC).

EQUITY

The equity criterion focuses on how costs and benefits are distributed among community members and communities that face historic inequities. Per instructions from the Clallam County CAC, any actions that receive an MCA score of 1 – 2 in this criteria category will either be removed from the list of actions and/or undergo significant revisions advance equity and move the MCA score up to 3 to 5.



Equity	
1	Very low – ALL benefits and costs are perpetuating historic inequities.
2	Low – SOME benefits and costs are perpetuating historic inequities.
3	Moderate/neutral – action DOES NOT distribute benefits and costs in the community in a way that perpetuates historic inequities.
4	High – MANY or MOST benefits are accruing to the sectors of the community that face historic inequities; other sectors of the community accrue benefits as well.
5	Very high – MOST or ALL benefits are accruing to the sectors of the community that face historic inequities; other sectors of the community accrue benefits as well.

CO-BENEFITS

Many actions will have benefits beyond greenhouse gas emissions reduction. Based on County input and community priorities, the selected co-benefits for consideration in the MCA are climate resiliency, economic development, and conservation.

- **Climate resiliency:** This criterion also evaluates to whether the action is focused on the County's greatest climate risks and vulnerabilities, how broadly the action would affect the community, and scalability and timeline.
- **Economic development:** This criterion evaluations an action's ability to contribute positively to local businesses, job creation, and municipal revenue.
- **Conservation:** This criterion evaluates an action's ability to reduce energy or water consumption.

Co-benefits			
	Climate Resiliency	Economic Development	Conservation
1	Addresses a very minor need – very low climate risk for County/community or may be a voluntary action that indirectly enhances resilience. May have limited ability to scale.	Very low – significant negative impacts on local businesses, job creation, and/or municipal revenue.	Very low – no impact or very low impact on energy or water conservation.



Co-benefits

	Climate Resiliency	Economic Development	Conservation
2	Addresses a minor need – low climate vulnerability for County/community (transportation, emergency services) or a higher climate risk but with indirect action; may be a voluntary action with ability to scale.	Low – some negative impacts on local businesses, job creation, and/or municipal revenue.	Low – low impact on energy or water conservation.
3	Addresses a moderate need – average/moderate climate vulnerability for County/community (parks and open space, storm drains); may address high climate risk/vulnerability but through a voluntary or indirect programs, possibly with incentives.	Moderate/neutral – does not benefit or burden local businesses, job creation, and/or municipal revenue.	Moderate/neutral – average/moderate impact on energy or water conservation.
4	Addresses a higher-than-average need – high climate risk for County/community (air quality, heat-related illnesses, flooding; indirect risks to overburdened communities). May have a long timeframe or limited reach.	High – supports priority local businesses, job creation, and/or municipal revenue.	High – high impact on energy or water conservation.
5	Addresses a very major need – very high climate risk(s) for County/community (air quality, heat-related illnesses, flooding; direct risks to overburdened communities); risks may be addressed through regulatory action. Will be realized by 2030 and will have broad reach across the community.	Very high – directly advances opportunities for local businesses, job creation, and/or municipal revenue.	Very high – very high impact on energy or water conservation.



MCA Priority Scores Breakdown

With the above outlined weights and definitions for criteria, Cascadia Consulting conducted the MCA. Each criteria received a score and rational (1 = low, 5 = high). Since all criteria were weighted equally at 20% the MCA Priority Score was derived by multiplying each criterion score by .20 to represent 20% of the total priority score. If any action scored less than 3 in the Equity criteria, that action was either omitted or revised to account for equity concerns. To calculate the score for co-benefits, the average score across the three co-benefits was used to represent the overall co-benefits criterion score. These adjusted criteria scores for each action were summed to arrive at a final priority score for every action, scored out of 5 points.

Please note: Cascadia Consulting conducted the MCA in August 2022, and since then, strategies and actions underwent additional rounds of revisions after the MCA Priority Score was assigned.

Priority Score Equation: Priority score was calculated using the following equation $\text{Priority Score} = (\text{GHG Impact} \times 0.2) + (\text{Cost} \times 0.2) + (\text{Feasibility} \times 0.2) + (\text{Equity} \times 0.2) + (((\text{Climate Resilience} + \text{Economic Development} + \text{Conservation})/3) \times 0.2)$

Energy & Built Environment

#	Action Short Name	GHG Emissions Impact	Cost	Feasibility	Equity	Co-benefits			MCA Priority Score
						Climate Resiliency	Economic Development	Conservation	
Strategy: Install and incentivize energy-efficient upgrades and retrofits									
1.1	Install energy efficiency retrofits	4	3	5	3	4	3	5	3.80
1.2	Incentivize energy efficient retrofits and upgrades	3	4	3	4	5	3	4	3.60
Strategy: Use cleaner energy-sources and increase resiliency of energy systems.									
1.3	Invest in community energy projects	2	4	4	3	4	4	3	3.33



Consumption & Disposal

#	Action Short Name	GHG Emissions Impact	Cost	Feasibility	Equity	Co-benefits			MCA Priority Score
						Climate Resiliency	Economic Development	Conservation	
Strategy: Increase waste diversion to reuse, repair, and support edible food rescue									
2.1	Expand food waste diversion and education programs	2	3	5	4	5	5	4	3.73
2.2	Increase Waste Diversion in County Operations	2	4	5	3	3	3	4	3.47
Strategy: Promote green business practices and sustainable consumption									
2.3	Sustainable purchasing and consumption in County Operations	2	4	4	4	3	3	4	3.47



Transportation

#	Action Short Name	GHG Emissions Impact	Cost	Feasibility	Equity	Co-benefits			MCA Priority Score
						Climate Resiliency	Economic Development	Conservation	
Strategy: Reduce single-occupant vehicle miles travelled and support non-motorized transportation options									
3.1	County employee commute reduction	3	4	5	3	4	3	3	3.67
3.2	Expand on non-motorized transportation plan	4	2	2	3	5	3	3	2.93
Strategy: Build infrastructure for and transition to electric vehicles									
3.3	County fleet electrification and idle reduction	4	2	3	3	3	3	3	3.00
3.4	Prepare for EV infrastructure and use	3	2	3	4	3	4	3	3.07

Land Use

#	Action Short Name	GHG Emissions Impact	Cost	Feasibility	Equity	Co-benefits			MCA Priority Score
						Climate Resiliency	Economic Development	Conservation	
Strategy: Invest in and support local food systems									
4.1	Support existing gardening programs	1	4	5	4	4	3	3	3.47



#	Action Short Name	GHG Emissions Impact	Cost	Feasibility	Equity	Co-benefits			MCA Priority Score
						Climate Resiliency	Economic Development	Conservation	
4.2	Invest in the agricultural sector of Clallam County	1	4	5	3	5	4	3	3.20

Water & Natural Environment

#	Action Short Name	GHG Emissions Impact	Cost	Feasibility	Equity	Co-benefits			MCA Priority Score
						Climate Resiliency	Economic Development	Conservation	
Strategy: Protect natural resources and conserve water through policies and programs									
5.1	Increase tree planting	4	4	4	3	5	3	3	3.73
5.2	Native plant landscaping	1	3	5	3	3	3	4	3.07





AGENDA ITEM SUMMARY APR 17 2023
(Must be submitted NLT 3PM Wednesday for next week agenda)

Department: Finance

WORK SESSION ☒ Meeting Date: 04/17/2023

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

**MARCH 2023 REVIEW OF FINANCIAL RESULTS AND REVISED PROJECTION FOR 2023—
EXECUTIVE SUMMARY:**

March 2023 YTD General Fund Results

The March YTD General Fund Financial Review compared to the same period in 2022 is attached along with comparison to the original budget for 2023 and a revised annual projection for 2023.

YTD March 2023 revenue totaled \$11,703k as compared to \$8,757k in 2022, representing an increase of \$2,947k. YTD expenditures in March were \$13,619k (which includes \$0k of COVID-related costs) as compared to \$11,180k in 2022 (which includes \$53k of COVID-related costs) for an overall increase of \$2,439k, and a non-COVID increase of \$2,492k. Excluding COVID-related revenues/expenditures, the General Fund generated an operating deficit of (\$1,987k), as compared to a deficit of (\$2,371k) in March 2022, a decrease of \$384k. The General Fund finished March with an ending Fund Balance reserve of \$9,732k, or \$2,943k lower than prior year.

Please refer to the attached schedule that provides further detail of the major factors that make up these changes and performance to budget.

REVENUES

Revenues overall (excluding COVID reimbursements) were at 21.9% of the 2023 budget for March YTD, slightly ahead of last year's 18.7%. Growth relative to budget as compared to last year was seen in the areas of Charges for Goods & Services, Non Revenue, Other Financing Sources, and Transfers In. Taxes YTD slightly lagged as a % of budget at 18.2% as compared to last year's 18.8%, driven mainly by stronger than expected sales taxes in 2022 from the audit-related collection of sales

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taxes of over \$200k in the month of January 2022. YTD Sales taxes decreased by 3.3% in March, but when removing the large audit-driven increase from 2022, there was actually growth of 6.95% year over year; slightly better than the 3% growth we have budgeted. The month of March experienced Year over Year Sales Tax growth of 11.9%. Licensing & Permits also were down for March YTD (at 29.4% of budget vs. 33.2% in prior year), mainly as a result of declines in building permit revenue which were down 21.3% to prior year. YTD Intergovernmental Revenue stood at 21.2% of budget (vs. last year's 23.4%).

Charges for Goods & Services stood at 22.6% of budget (as compared to 16.9%) mainly due to timing of receipt of payments under our court services interagency agreements and by higher Dept of Corrections jail bed revenues, higher Election Services revenues, higher HHS FPHS Administration revenues, as offset by lower Roads payments for Jail Chain Gang services due to Jail staffing shortages, and a 10.4% decline in building plan revenues observed through March. Fines & Penalties were pacing behind budget compared to prior year (19.8% vs 21.5%) and down 15.1% compared to prior year due to a 60.6% reduction in Treasurer Property Tax Penalties received as offset by a rebound in District Court 1 & 2 infraction revenue compared to last year. Miscellaneous Revenue is pacing slightly behind last year relative to budget (25.4% vs. 26.7%) due to higher investment income budgeted due to a resurgence seen in interest rates seen since the latter half of 2022 as offset by a modest drop in camping fee reservations YTD relative to last year. Transfers In YTD is up significantly and is made up of a \$2mil return of working capital funds from the Lower Dungeness Floodplains project, and is just the first of expected transfers from this particular project for the year. \$71k of COVID/FEMA reimbursement revenue has been received thus far in 2023, as compared to \$0k rec'd at this time last year.

EXPENDITURES

Expenditures (excluding COVID-related) were pacing at 24.8% of budget through the end of March, which is ahead of last year's 21.5%. All expenditure categories except Capital and Payment to Risk Pool were pacing at or above last year as a % of the annual budget. The year-over-year \$2,492k increase in non-COVID expenditures was mainly due to increases in (1) Payroll (up \$545k or 10.1%) driven by the step/COLA increases, additional pay resulting from last year's renewal of collective bargaining agreements, and staffing changes, (2) a \$500k increase in Transfers Out to IT Capital Projects, Veteran's Relief, Local Crime Victim Coordinator, Flood Control, offsetting a reduction of \$300k to Dungeness Off-Channel Reservoir compared to the prior year, and (3) increases in Supplies and Services (up \$126k and \$737k respectively) with the increase in Services mainly due to higher Jail Medical (\$185k), Indigent Defense (\$100k), timing of Clallam Conservation District (\$125k), and Sheriff Personnel Services (\$43.9k), higher Repairs & Maintenance costs (\$177k mainly due to \$45k+ increases year over year in GIS Maintenance Contract, Sheriff-Jail Computer System Maintenance, and Parks & Facilities Building Repairs & Maintenance), and Operating Rentals and Leases (\$69.7k).

2023 PROJECTION—GENERAL FUND

Given the early stage of the year we are in, significant changes made to the forecast from the 2023 budget are limited at this time to those known trends/issues identified during the budget process and based on preliminary results seen thus far in 2023.

PROJECTED REVENUES--Overall revenues are now projected to total \$53,562k, an increase of \$42k over the 2023 budget. This is reflective of several factors.

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Agenda Item Summary How Did We Do--March 2023

Revised: 3-04-2021

First, Tax revenue is now projected to outperform budget by \$141k, mainly due to higher sales tax being earned in late 2022 after the 2023 budget had been finalized. Sales tax forecast assumptions for the balance of 2023 were held at the 3% budgeted growth rate, and will continue to be revisited as more data points and trends become available. All other non-sales tax revenues are forecasted consistent with the 2023 budget at this time. Licenses & Permits are now projected to come in \$51k under budget, or 5%.

All other revenue categories remain currently forecasted at or near their 2023 budgeted amounts at this early stage of the year.

PROJECTED EXPENDITURES-- General fund expenditures (including COVID/FEMA-related costs) are projected to total \$52,900k, or \$1,946k lower than budget.

Of this projected underspend to budget, approximately \$1,960k is related to projected underspend in the area of non-COVID payroll and benefits based on the multi-year trend where due to turnover, retirements, delays in filling open positions, and other dark-time, we have historically underspent our budgeted payroll costs by 4-5% annually. This amount of projected savings in payroll and benefits is relatively in-line with the \$2,264k placeholder estimated savings discussed during the presentation of our 2023 budget.

Based on trends, non-COVID Supplies are projected to come in \$12k under budget, while Services are projected to come in \$3k below budget.

All other cost categories are forecasted at or near their 2023 budget amounts at this time.

NET DEFICIT OF REVENUES TO EXPENDITURES--Based on these revenue and expenditure assumptions, I am projecting a General Fund operating surplus (excluding COVID related revenues/costs) of \$562k for 2023, which is \$1,988k better than our 2023 budgeted deficit of (\$1,426k) and in line with our 2023 budget as adjusted for the projected historic underspend in personnel costs.

PROJECTED ENDING FUND BALANCE--\$11,282k, or 21.3% of forecasted non-COVID expenditures, as compared to \$10,289k budgeted, and \$12,558k based on the 2023 budget as adjusted for the expected historic underspend of personnel costs, based on final 2022 results.

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

This is an informational presentation that by itself has no specific budgetary impact.

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

County Official signature & print name: Rebecca Turner for Mark Lane

Name of Employee/Stakeholder attending meeting: Mark Lane, Rebecca Turner

Relevant Departments: Finance

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Agenda Item Summary How Did We Do--March 2023
Revised: 3-04-2021

Date submitted:

April 12, 2023

Clallam County General Fund Results
March 2023

REVENUE--March 2023 YTD Revenue totaled \$11,703k as compared to \$8,757k in 2022, representing an increase of \$2,947k or 33.7%. March 2023 YTD Revenues came in at 21.9% of our annual revenue budget, slightly ahead of 18.7% in 2022. Year-over-year decreases were seen in several categories, with the exception of Goods & Services, Fines & Penalties, Non Revenue, Other Financing, and Transfers In. Taxes YTD slightly lagged as % budget in March, coming in at 18.2% as compared to last year's 18.8%, which was driven mainly due to higher sales tax revenues in January 2022 due to a \$200k Sales Tax audit adjustment received. Sales taxes decreased by 3.3% in March, but when removing the large audit adjustment in January 2022, there was actually growth of 6.95% year over year, which is slightly better than the 3% growth we expected for this year. Licensing & Permits are down for March (at 29.4% of budget vs. 33.2% in prior year), mainly as a result of decline in building permit revenues which are down 21.3% to prior year. YTD Intergovernmental Revenue stood at 21.2% of budget (vs. 23.4% in 2022). Charges for Goods & Services are pacing up at 22.6% of budget (as compared to 16.9% in prior year) and up \$490k to prior year mainly due to timing of payments received under our court services interagency agreements, higher election services revenues, higher HHS FPHS Administrative revenues, and by higher pacing Department of Correction jail bed revenues (up \$24.5k or 167.4% to prior year), lower Roads Payments for Jail Chaingang Services due to Jail staffing shortages, and a 10.4% or \$10k decline in building plan revenues YTD thru March. Fines & Penalties were pacing behind budget compared to prior year (19.8% vs 21.5%) and down 15.1% compared to prior year due to a reduction of 60.6% in Treasurer Penalties on Delinquent Property Taxes as partially offset by an increase in District Court 1 & 2 infraction revenues (DC 1 up 17.5% and DC 2 up .15%). Misc Revenue is pacing slightly behind last year relative to budget vs. last year (25.4% vs. 26.7%) due to higher investment interest income budgeted due to a resurgence seen in interest rate yields seen in the 2nd half of 2022 and a modest drop off in camping fee reservations YTD relative to last year, but growing 95.6% over prior year in total. \$71 of COVID/FEMA reimbursement revenue has been received thus far in 2023, as compared to \$0k rec'd by this time last year.

EXPENDITURES--for YTD March 2023 totaled \$13,619k (including \$0k of COVID related costs) as compared to \$11,180k (including \$53k of COVID costs) in 2022 for an increase of \$2,439k including COVID costs, and an increase of \$2,492k or 22.4% excluding COVID costs). Expenditures (excluding COVID) for March 2023 YTD came in at 24.8% of our annual budget, pacing ahead of last year's of 21.5%. All expenditure categories except Capital and Payment to Risk Pool are pacing at or slightly above their pacings to budget in comparison with prior year. The year-over-year \$2,492k increase in non-COVID expenditures was mainly due to increases in (1) Payroll (up \$545k or 10.1%) and Benefits (up \$231k or 10.5%) driven by the step/COLA increases, additional pay resulting from last year's renewal of County collective bargaining agreements, and staffing changes, (2) a \$500k increase, mainly due to timing differences, in Transfers Out due to higher transfers made IT Capital, Veteran's Relief, Flood Control, and Local Crime Victim Coordinator as offset by a decrease in Dungeness Off-Channel Reservoir, and (3) increases in Supplies and Services costs of \$126k and \$737k, respectively, with the increase in Services mainly due to higher Jail-Medical (\$185k), higher Indigent Defense Professional Services (\$100k), timing of Clallam Conservation District (\$125k), and Sheriff Personnel Services (\$43.9k), higher Repairs & Maintenance costs (\$177k), and Operating Rentals & Leases (\$69.7k) as offset by reduced Travel (\$13k) and Communication (\$2.3k) costs.

OPERATING SURPLUS/(DEFICIT) AND ENDING RESERVES--For March 2023 YTD, the General Fund generated an operating deficit between revenue and expenditures (excluding COVID/CAREs) of (\$1,987k), a \$384k decrease from last year's YTD operating deficit of \$2,371k. The General Fund finished March 2023 with an ending fund balance reserve of \$9,732k, which is \$2,943k lower than at this time last year.

2023 FORECAST--Turning to the forecast, revenue and expenditure forecasted for 2023 have been updated from our last forecast as follows, albeit only minimal changes have been made given the early state we are at in the year:

PROJECTED REVENUE--General Fund total revenues are projected to total \$53,562k, an increase of \$42k over the 2023 budget. Tax revenue is now projected to exceed budget by \$141k. While sales tax growth had slowed considerably during much of 2022 to low single-digit growth, and the end of the year delivered unexpected double-digit growth, we're still forecasting a cautious 3% growth for 2023. While we expect to marginally miss our timber excise tax budget, all other non-sales tax revenues are forecasted to be consistent with the 2023 budget at this time. Licenses & Permits are now projected to come in \$51k under budget, or 5%. Goods & Services are still forecasted at budget for 2023. Based on improved DC1 and DC2 fines & penalties observed thus far this year, as offset by other categories, Fines & Penalties revenue is now forecasted to underperform budget by -6.3%. Misc Revenue is still projected to come in at budget based on trends relating to higher investment interest income and lower parks camping revenues resulting from a decline camping bookings so far for 2023. Timber Revenues are expected to meet budget until updated projections are received from DNR. Transfers In are still projected to come in at budget.

PROJECTED EXPENDITURES/OPERATING SURPLUS/(DEFICIT) & ENDING FUND BALANCE--2023 Expenditures are projected to total \$52,900k, underspending to our budget by \$1,946k driven by savings forecasted primarily in Payroll and Benefits. Payroll and Benefits costs are expected to come in approx \$1,960k below budget, mainly due to historic underspend to our personnel budgets due to unbudgeted darktime in our staffing levels as discussed previously, as well as higher than normal staff position openings in the areas of Jail, Juvenile Services, and other areas. Supplies and Services are projected to come in \$12 and \$3k under budget, respectively, based on trend spendings. The General Fund is now projected to end 2023 with a net operating surplus of \$662k as compared to the deficit of (\$1,326k) budgeted, leaving an expected ending reserve balance for the General Fund of \$11,282k, which is \$1,988k higher than originally budgeted, and \$432k better than the adjusted original budget.

March 2023 YTD--vs Annual Budget (rounded to thousands)

				2023	2022
				% of Annual	
				Budget	% of Annual Budget
				Achieved YTD	Achieved YTD
	2023 YTD Actual	2023 Original Budget	Budget Remaining		
REVENUES:					
Taxes	4,523	24,918	20,395	18.2%	18.8%
Licenses & Permits	297	1,012	714	29.4%	33.2%
Intergovernmental Revenues	1,598	7,527	5,929	21.2%	23.4%
Charges for Goods & Services	1,891	8,382	6,491	22.6%	16.9%
Fines & Penalties	152	770	618	19.8%	21.5%
Misc Revenue (Interest Inc, Camping Fees, etc)	931	3,672	2,741	25.4%	26.7%
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	1	5	4	15.7%	1.4%
Other Financing Sources (Timber Sales, other)	238	636	397	37.5%	18.1%
Transfers In	2,000	6,498	4,498	30.8%	0.0%
Total Revenue--Excluding CARES/FEMA	11,633	53,420	41,787	21.8%	18.8%
Total Revenue--CARES/FEMA	71	100	29	70.7%	0.0%
Total Revenue	11,703	53,520	41,817	21.9%	18.7%

				2023	2022
				% of Annual	
				Budget	% of Annual Budget
				Achieved YTD	Achieved YTD
	2023 YTD Actual	2023 Original Budget	Budget Remaining		
EXPENDITURES:					
Payroll	5,969	26,168	20,199	22.8%	22.0%
Benefits	2,433	10,999	8,566	22.1%	22.0%
Supplies	316	1,453	1,137	21.7%	12.5%
Services	2,315	8,637	6,322	26.8%	20.7%
Capital	98	892	794	11.0%	13.8%
Transfers Out	817	4,924	4,107	16.6%	5.1%
Payment to Risk Pool	1,642	1,642	0	100.0%	100.0%
Debt Service--Leases	29	131	102	22.4%	--
Total Expenditures--excluding COVID	13,619	54,846	41,226	24.8%	21.5%
Total Expenditures--COVID	0	0	0	--	--
Total Expenditures	13,619	54,846	41,226	24.8%	21.6%
Net Operating Surplus (Deficit)--Excluding COVID	-1,987	-1,426			
Net Operating Surplus (Deficit)--COVID	71	100			
Net Operating Surplus (Deficit)	-1,916	-1,326			
Fund Balance	9,732	10,322	-590		

March 2023 YTD--vs Prior Year YTD (rounded to thousands)

	2023 YTD Actual	2022 YTD Actual	Variance--\$	Variance--%
REVENUES:				
Taxes	4,523	4,526	-2	0.0%
Licenses & Permits	297	351	-53	-15.2%
Intergovernmental Revenues	1,598	1,689	-91	-5.4%
Charges for Goods & Services	1,891	1,401	490	35.0%
Fines & Penalties	152	179	-27	-15.1%
Misc Revenue (Interest Inc, Camping Fees, etc)	931	476	455	95.6%
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	1	1	0	-35.5%
Other Financing Sources (Timber Sales, other)	238	134	105	78.2%
Transfers In	2,000	0	2,000	0.0%
Total Revenue--Excluding CARES/FEMA	11,633	8,757	2,876	32.8%
Total Revenue--CARES/FEMA	71	0	71	0.0%
Total Revenue	11,703	8,757	2,947	33.7%
EXPENDITURES:				
Payroll	5,969	5,424	545	10.1%
Payroll--COVID	0	0	0	0.0%
Benefits	2,433	2,203	231	10.5%
Benefits--COVID	0	0	0	0.0%
Supplies	316	190	126	66.6%
Supplies--COVID	0	1	-1	-100.0%
Services	2,315	1,578	737	46.7%
Services--COVID	0	52	-52	-100.0%
Capital	98	50	48	95.5%
Capital--COVID	0	0	0	0.0%
Transfer Out --COVID	0	0	0	0.0%
Transfers Out	817	317	500	157.7%
Payment to Risk Pool	1,642	1,366	275	20.2%
Debt Service--Leases	29	0	29	0.0%
Total Expenditures--excluding COVID	13,619	11,127	2,492	22.4%
Total Expenditures--COVID	0	53	-53	-100.0%
Total Expenditures	13,619	11,180	2,439	21.8%
Net Operating Surplus (Deficit)--Excluding COVID	-1,987	-2,371	384	-16.2%
Net Operating Surplus (Deficit)--COVID	71	-53	123	-234.6%
Net Operating Surplus (Deficit)	-1,916	-2,423	507	-20.9%
Fund Balance	9,732	12,675	-2,943	

Major Revenue Differences between YTD 2023 and 2022 (rounded to thousands)

Tax--Juvenile Justice sales tax	16		
Tax--Property tax	60		
Tax--Leasehold tax	5		Excl \$200k 1/2022 Audit Adj
Tax--Sales taxes (other than Juvenile Justice)	-83	-3.3%	6.95%
Licensing & Permits--Franchise Fees	-4	-3.6%	
Licensing & Permits--Building Permits (down 21.3%)	-49	-21.3%	
Intergovernmental--PILT, Criminal Justice, Other Excise Taxes (\$46k increase in PUD Privilege Tax, combined with a slight DUI and Liquor Excise Tax decrease)	43		
Intergovernmental--Grants	-134		
Intergovernmental--COVID/FEMA Reimbursements	71		
Goods & Services--Interagency Services--Court Consolidation pymt timing, Roads & Other Policing Agreements timing/reduction, State Dpt Corrections (up \$24.5k or 167.35%)	147		
Goods & Services--Building Plan Check Revenues (down 10.4% to prior year)	-10	-10.4%	
Goods & Services--Election Services Revenue	146		
Goods & Services--Voter Registration Fees	4		
Goods & Services--E-911 Data Processing (timing)	10		
Goods & Services--HHS Environmental Health FPHS Administration (timing)	158		
Goods & Services-- Indigent Defense (timing)	17		
Goods & Services--Family Therapeutic & Drug Courts pymts from CD/MH	25		
Goods & Services--WSU Environmental Services	-7		
Fines and Penalties (down 15.1% primarily due to drop in Property Tax Penalties, as offset by DC 1 up 17.5% and DC 2 up .15%)	-27	-15.1%	
Miscellaneous--Investment & Delinquent tax interest	380		
Miscellaneous--HHS Environmental Health Operating Assessments (new in 2023)	38		
Miscellaneous--Parks' Camping Revenues	11		
Timber revenue	105		
Transfers In (LDFP Transfer)	2,000		
Everything else (rounded to thousands)	26		
Total Revenue Increase/(Decrease) over Prior Year	2,947		

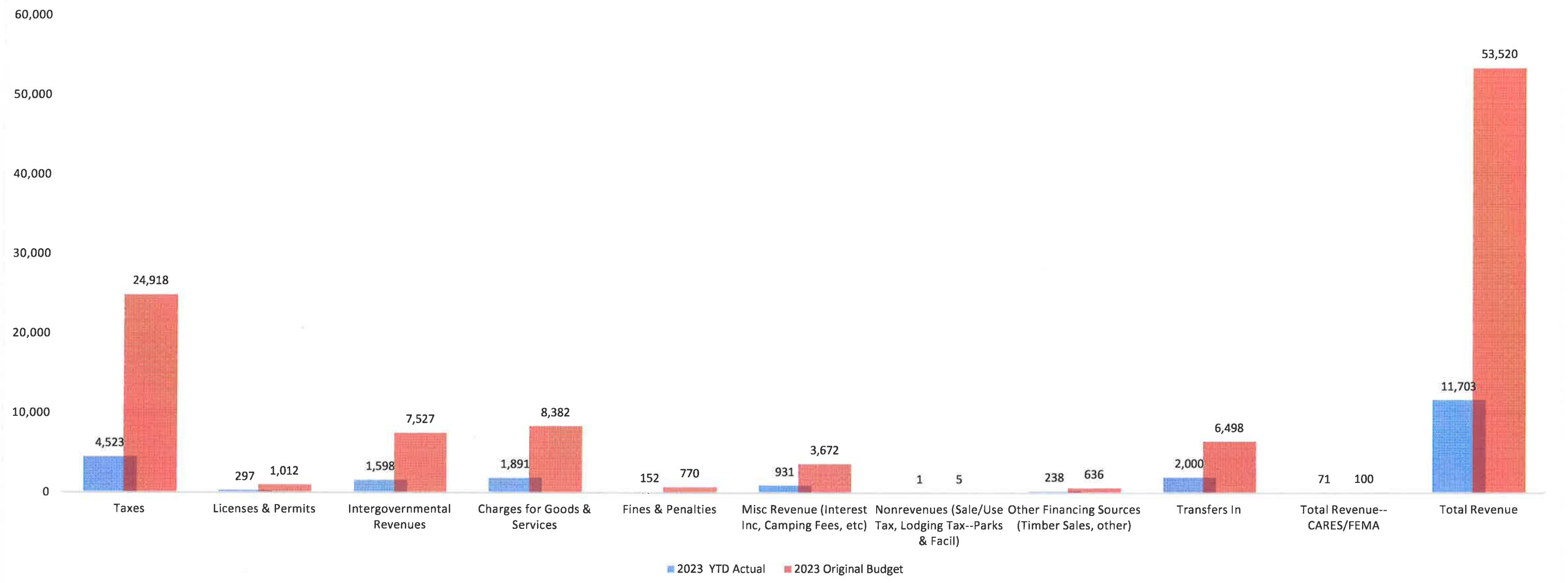
Major Expense Differences between YTD 2023 and YTD 2022 (rounded to thousands)

Payroll/Benefits--prior year estimated impact of retirements and newly elected officials that led to conversion of payouts of accrued leave balances or partial conversion of leave balances to VEBA payments.	77
Payroll--increase due to changes in personnel, step/COLA increases, effect of new collective bargaining agreements enacted in July 2021 & 2022, and other non-retirement factors	526
Benefits--due to changes in benefit costs following collective bargaining increases in Jan 2023 and July 2021 & 2022, as offset by personnel changes	228
Services (increase mainly in higher Professional Services (\$445k - mainly due to increased Jail Medical costs \$185k, timing of Clallam Conservation District \$125k, higher Indigent Defense \$100k (CPD renewal), Sheriff Personnel Services (Norpoint) of \$43.9k, and NODC \$25k, as offset by minor decreases in many departments), Repairs & Maintenance (\$177k), Operating Rentals and Leases (\$69.7k), Travel (\$13k), Communication (\$2.3k) and other minor increases)	737
Risk Management Assessment for Insurance Pool	275
Transfers (to Flood Control \$72k, to IT Capital Fund \$551.5k, to Veteran's Relief \$111k, and Local Crime Victim Comp of \$82k, less \$300k prior year to Dungeness Reservoir)	500
Decrease in COVID Related Costs Incurred by the General Fund (no FEMA funded costs incurred by the General Fund in 2023)	-53
Net Other Expenditure Changes	148
Total Expenditure Increase/(Decrease) over Prior Year	2,439

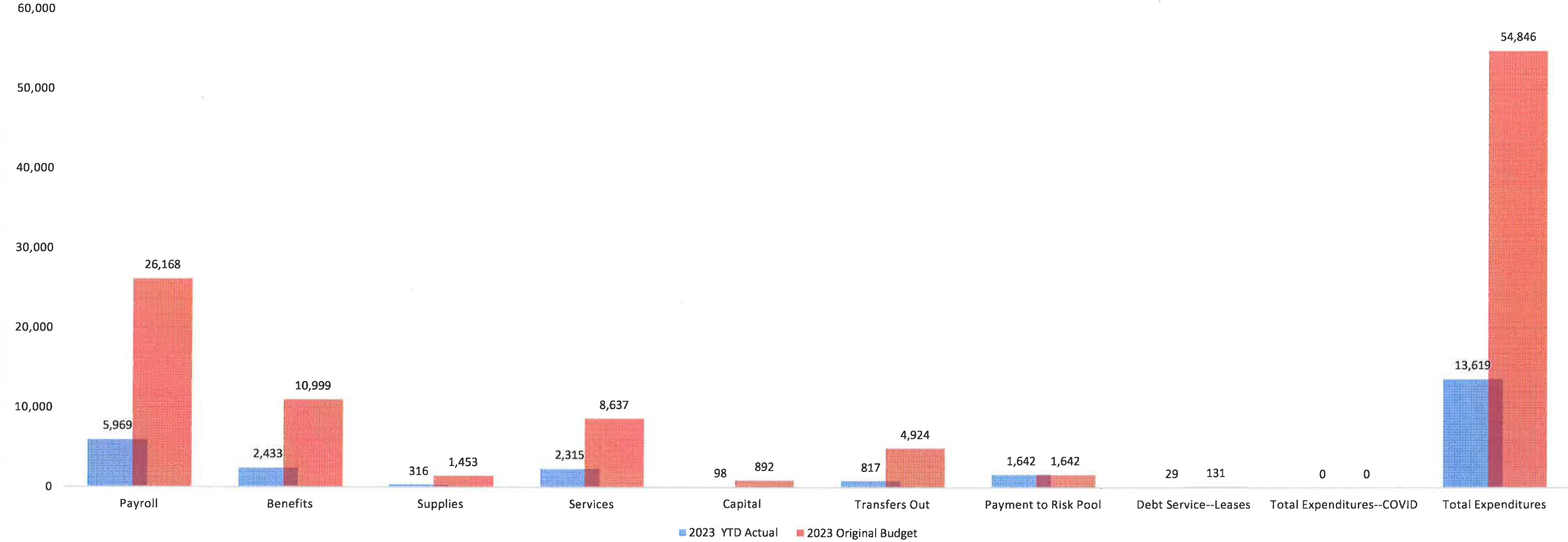
March 2023 Full Year Projection vs Annual Budget (rounded to thousands)

	2023 YTD Actual Projected	2023 Original Budget	Over/(Under) Budget	
REVENUES:				
Taxes	25,059	24,918	141	
Licenses & Permits	961	1,012	-51	-5.0%
Intergovernmental Revenues	7,527	7,527	0	
Charges for Goods & Services	8,382	8,382	0	
Fines & Penalties	722	770	-48	-6.3%
Misc Revenue (Interest Inc, Camping Fees, etc)	3,672	3,672	0	
Nonrevenues (Sale/Use Tax, Lodging Tax--Parks & Facil)	5	5	1	
Other Financing Sources (Timber Sales, other)	636	636	1	
Transfers In	6,498	6,498	0	
Intergovernmental--CARES/FEMA Reimbursements	100	100	0	
Total Revenue--Excluding CARES/FEMA	53,462	53,420	42	
Total Revenue--CARES/FEMA	100	100	0	
Total Revenue	53,562	53,520	42	
EXPENDITURES:				
Payroll	24,975	26,168	-1,193	
Payroll--COVID	0	0	0	
Benefits	10,232	10,999	-767	
Benefits--COVID	0	0	0	
Supplies	1,441	1,453	-12	
Supplies--COVID	0	0	0	
Services	8,634	8,637	-3	
Services--COVID	0	0	0	
Capital	892	892	0	
Capital--COVID	0	0	0	
Transfer Out --COVID	0	0	0	
Transfers Out	4,924	4,924	0	
Payment to Risk Pool	1,642	1,642	0	
Debt Service--Leases	160	131	29	
Total Expenditures--excluding COVID	52,900	54,846	-1,946	
Total Expenditures--COVID	0	0	0	
Total Expenditures	52,900	54,846	-1,946	
Net Operating Surplus (Deficit)--Excluding COVID	562	-1,426	1,988	
Net Operating Surplus (Deficit)--COVID	100	100	0	
Net Operating Surplus (Deficit)	662	-1,326	1,988	
Fund Balance	11,282	9,295	1,988	

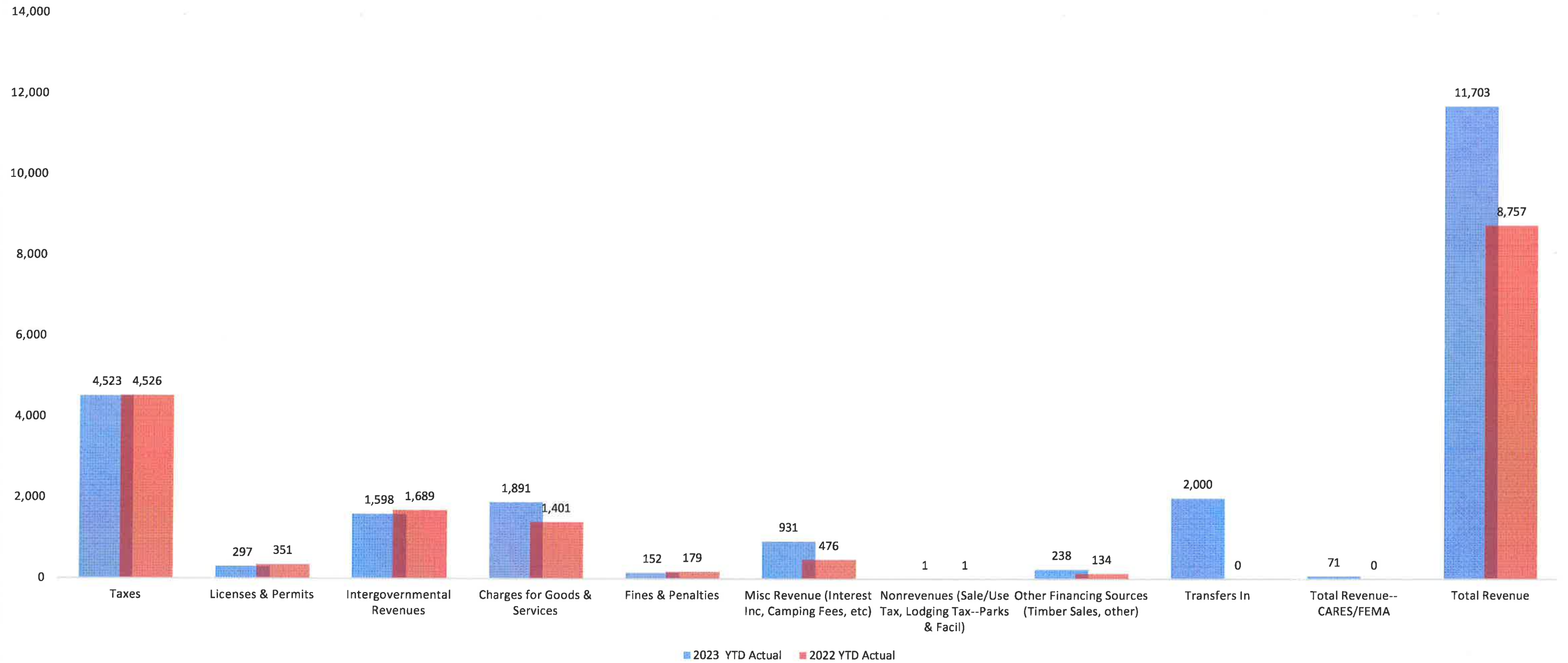
2023 Revenues Actuals vs. Budget (in 000's)



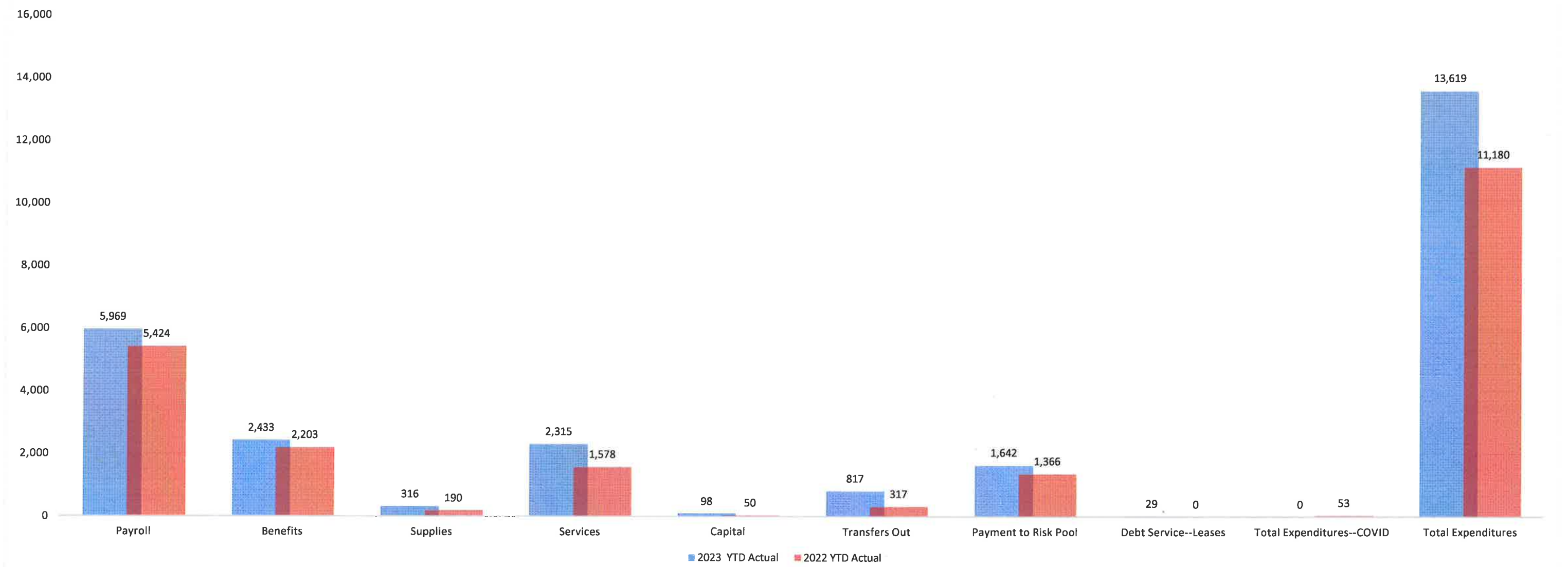
2023 Expenses Actuals vs. Budget (in 000's)



Revenues (in 000's)



EXPENSES (in 000's)





AGENDA ITEM SUMMARY

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

APR 17 2023

ESE
1pm

Department: Prosecuting Attorney's Office

Executive Session ☒ **Meeting Date: April 17, 2023 1:00 p.m.**

Item summary:

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

Executive summary:

Pursuant to RCW 42.30.110, an executive session will be held at 1:00 p.m., Monday, April 17, 2023 in the Commissioners Board Room, 223 East 4th Street, Port Angeles, Room 160. No Zoom option will be available.

The Prosecuting Attorney's Office will provide an update to the Board of County Commissioners on pending civil litigation involving Clallam County.

Per RCW 42.30.110(i), the Board may recess into executive session "to discuss with legal counsel representing the agency litigation . . . to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency."

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?)
Discussion only.

County Official signature & print name: Dee Boughton, PAO

Name of Employee/Stakeholder attending meeting: BOCC, PAO, Human Resources/Risk Management

Relevant Departments: BOCC, PAO, Human Resources/Risk Management

Date submitted: 4/12/2023

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

Executive Session PAO litigation update 23-4-17 (003)

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

Revised: 3-04-2019