



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, March 15, 2021 – 8:00 a.m.

****ATTENTION****

In response to the current Governors order Clallam County has moved Phase 2 of the Healthy Washington Roadmap to Recovery Plan. To be in compliance with the Healthy Washington Roadmap to Recovery Plan the following general requirements for COVID safety for meetings held in the Board of Commissioners Board Room are as follows:

1. All attendees are encouraged to provide contact information on a sign in sheet which will be retained for 28 days for contact tracing purposes.
2. Public seating areas and Board member seating must be arranged to ensure physical distancing is maintained.
3. Meeting attendees must wear a proper face covering and maintain six feet of physical distance between other persons.
4. No food or drink should be consumed in the BOCC Board Room.
5. Meeting organizers shall clean or arrange to have cleaned high-touch surfaces before and after each meeting.
6. Hand sanitizing stations will be available in the BOCC Board Room.
7. Keep doors and windows open where possible to improve ventilation.
8. The Chair of the meeting shall ensure masking and social distancing practices are enforced and practices by all event attendees.

This meeting can be viewed on a live stream at this link:
<http://www.clallam.net/features/meetings.html>

If you would like to participate in the meeting via BlueJeans audio only, call 408-419-1715 and join with Meeting ID: 875 561 784

If you would like to participate in the meeting via BlueJeans video conference, visit www.bluejeans.com and join with Meeting ID: 875 561 784

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.

Administration – 9 a.m.

1. Calendar/Correspondence
2. Letter of support for Clallam Transit System for FTA Low and No Emission Vehicle Program
Letter of support 
3. Agreement with Serenity House of Clallam County for subcontractors construction services (2b)*

Agreement 

4. Pre-application questionnaire with Olympic Community Health for COVID 19 Recovery.

Pre-application questionnaire 

5. Resolution related appointments and designations of/for each member County of the Washington Counties Risk Pool

Resolution 

Public Works

6. Agreement with City of Forks for Solid Waste Management Plan joint process and shared jurisdiction (2C)*

Agreement 

7. Call for request for proposals to be received no later than Tuesday, April 20, 2021 by 10 a.m. for the Dungeness Off- Channel Reservoir Design Project

Call for request for proposals 

Board of Commissioners

8. Call for hearing to be held April 6 and 13, 2021 at 10:30 a.m. and April 13 and 19, 2021 at 1 p.m. regarding the Charter Review Commission Recommendations

Call for hearing 

9. Letter of support for Port Angeles Waterfront Center (1d)*

Letter of support 

10. Verbal approval for Amicus Brief – Trust Mandate Legislation (3a)*

Verbal approval for Amicus Brief 

Budget

11. Franchise agreements with WaveDivision I, LLC and WaveDivision III, LLC

Franchise agreements 

12. Discussion of proposed supplemental appropriations to be considered on March 30 (4a)*

Supplemental appropriations 

13. Discussion of proposed budget emergencies to be considered on March 30 (4b)*

Budget emergencies 

Department of Natural Resources - 1 p.m.

- Quarterly income report

General Discussion/Items for Future Agendas

- A. Conservation Futures Program Advisory Board discussion (March 22)
- B. Commissioners Conversation Meeting – CANCELLED (April 5)
- C. Charter Review Commission recommendation hearing (April 6 at 10:30 a.m.)
- D. Charter Review Commission recommendation hearing (April 12 at 1 p.m.)
- E. Charter Review Commission recommendation hearing (April 13 at 10:30 a.m.)
- F. Charter Review Commission recommendation hearing (April 19 at 1 p.m.)
- G. Joint Meeting with the Port of Port Angeles (April 26 at 11 a.m.) – Location TBD
- H. Noise Ordinance (TBD)

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



AGENDA ITEM SUMMARY

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

2
3/15/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 3-15-21

REGULAR AGENDA ☒ Meeting Date: 3-23-21

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 – Support letter |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam Transit Letter of Support:

Clallam Transit has requested a letter of support for a Federal Transit Administration grant opportunity that, if successful, would allow for the replacement of three heavy-duty busses with modern, lower emission diesels while better-positioning the agency to begin augmenting its fleet with electric busses.

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?)
Approval of a letter of support.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Clallam Transit – General Manager – Kevin Gallacci

Relevant Departments: Board of Commissioners

Date submitted: March 8, 2021

* 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)



MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

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

March 23, 2021

Nuria Fernandez
Acting Administrator
Federal Transit Administration
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

RE: FTA Low or No Emission Vehicle Program – Clallam Transit System Letter of Support

Dear Administrator Fernandez:

On behalf of Clallam County Board of Commissioners we strongly support Clallam Transit System's application for \$2,663,099 for the Federal Transit Administration ("FTA") Fiscal Year 2021 -- Section 5339(c) Grants for Low- or No-Emission Vehicle Program, through the Washington State Department of Transportation, to purchase three (3) new electric heavy-duty replacement buses and supporting charging infrastructure.

In the best interests of protecting public health and the environment, Washington State is committed to reducing its carbon footprint in many categories, especially transportation, and transit systems are expected to progress towards zero-emission vehicles. If awarded, these grant funds would assist Clallam Transit in beginning the process of diversifying its heavy-duty diesel bus fleet to include zero-emissions electric buses and would also provide a pathway to implementing the necessary infrastructure that will support Clallam Transit's progress towards zero-emissions.

With recent upgrades to Clallam Transit's fleet, Clallam Transit has successfully positioned itself to begin augmenting its fleet with zero-emission electric buses without compromising the dependability and reliability the public expects. This project supports the values and strategic goals of Clallam Transit and would improve air quality within the communities of Clallam County and more specifically within the Port Angeles Opportunity Zone, and the Lower Elwha Klallam Tribal Community.

We are pleased to support this application for funding and would ask your consideration of this request.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

Cc: Clallam Transit – Kevin Gallacci – General Manager

DRAFT



AGENDA ITEM SUMMARY

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

3
3/15/21
2b

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** March 15, 2021

REGULAR AGENDA ☒ **Meeting Date:** March 16, 2021

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11322-21-SHBLDG |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached is the Professional Services Agreement for Serenity House of Clallam County.

Serenity House of Clallam County will use Hoch Construction, Inc. as a subcontractor to provide the construction of a 40'x50' two-story building consisting of: Labor, materials, subcontractors, and the necessary permits required to construct a excavation & site work, concrete slab, framing, trusses, insulation, finished walls, paint, first floor (concrete flooring/sealed), second floor (vinyl), interior/exterior lighting, electrical outlets (interior), heat pumps, and fire safety system. The subject property is located at 2321 West 18th Street, Port Angeles, Washington.

The cost for all labor & materials to construct a 40'x50' building will be \$404,937, per the builder's bid proposal dated February 22, 2021, plus Washington State Sales Tax (8.8%).

The Washington State Department of Commerce Shelter Program Grant Contract Amount is \$402,894. The difference between the Grant award and the Bid proposal, plus Washington State Sales Tax and the items listed under "Exclusions" below will be paid for solely by Serenity House.

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?)

* 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)

Approve and move to regular BOCC meeting for final signatures.

County Official signature & print name:



Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: March 10, 2021

* 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: Serenity House of Clallam County

Address: 2203 W. 18th Street
Port Angeles, WA 98363

Phone N^o: 360-452-9866

(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) – Professional Services Agreement for Serenity House of Clallam County

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 15th day of March 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 15th day of June 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2021.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Print name: Sharon Maggard

Title: _____

Date: _____, 20

Originals: BOCC
Vendor
Initiating Department

Copies: 3

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY. APPROVED BY ALVAREZ 3-4-2021

SCOPE OF WORK

Serenity House of Clallam County will use Hoch Construction, Inc. as a subcontractor to provide the construction of a 40'x50' two-story building consisting of: Labor, materials, subcontractors, and the necessary permits required to construct a excavation & site work, concrete slab, framing, trusses, insulation, finished walls, paint, first floor (concrete flooring/sealed), second floor (vinyl), interior/exterior lighting, electrical outlets (interior), heat pumps, and fire safety system. The subject property is located at 2321 West 18th Street, Port Angeles, Washington.

The cost for all labor & materials to construct a 40'x50' builder per the specifications e-mailed on February 10, 2021 will be Four Hundred - Four Thousand & Nine Hundred – Thirty Seven Dollars and 00/100 **(\$404,937.00)** plus Washington State Sales Tax (8.8%).

The Washington State Department of Commerce Shelter Program Grant Contract Amount is \$402,894. The difference between the Grant award and the Bid proposal, plus Washington State Sales Tax and the items listed under "Exclusions" below will be paid for solely by Serenity House.

This pricing is based on the following drawings by Zenovic & Associates and the outlined scope of work below:

Site Plan – Sheet A0 – Revised (2/11/21)
Building Elevations – Sheet A1 (1/29/21)
Foundation and First Floor Plan – Sheet A2 – Revised (2/11/21)
Second Floor and Second Floor Framing Plan – Sheet A3 – Revised (2/11/21)
Building Sections & Roof Framing Plan – Sheet A4 (1/29/21)
First and Second Floor Lighting and Mechanical Plan – Sheet A5 – Revised (2/11/21)
Structural Sheet – S1 (2/11/21)
Stormwater site Plan – Sheet 1 (1/29/21)
Stormwater site Plan – Sheet 2 (1/29/21)

Excavation: To include erosion control, exterior site demolition & saw cutting, foundation excavation & backfill, vapor barrier, capillary break, exterior concrete prep, perimeter footing drain, downspout system, storm system/drywell, exterior electrical trenching & backfill and fire line excavation & backfill.

Concrete: Per plans

Asphalt Patch: includes patch back using hot mix asphalt compacted at all edges and sealed for an approx. area of 2' x 20' at the proposed drywell road crossing.

Fire Sprinkler: Provide a wet automatic fire sprinkler system to protect a total of 4,000 sq. ft. of heated space to include concealed sprinkler heads to replace the semi-recessed residential sprinkler heads with concealed heads and cover plates; Includes a 2" dedicated fire and FDC Mains to include 25 feet of 2" dedicated CPVC fire main and 15 feet of 1 ½" CPVC FDC Main. Includes City of Port Angeles permit and plan check fee.

The Interior work will include:

- Pipe size and sprinklers spaced for NFPA 13R, residential occupancy with a design density of .05 GPM/sq/ft, 4 heads flowing;
- The Required number of ½" white, residential, semi-recessed pendent sprinkler heads
- Double check valve assembly, at the sprinkler controls, in the 1st floor closet
- Inspection test assembly
- Main drain; piped to the outside
- Spare heads, box and a wrench

*The structure is sufficient to support the installation of the fire sprinkler system without the need for special design and/or engineering and without the need for additional, modified and/or special hangers.

*Sprinkler protection of the unheated attic space and all other areas exempt from protection, in NFPA 13R.

The exterior work will include:

- Connection point; existing 6" fire hydrant main, on the East side of the service road.
- 25 feet of 2" CPVC fire main, from the 6" hydrant main, to 6" above the floor at the sprinkler controls location, in the 1st floor closet
- 15 feet of 1 1/2" FDC main, from the existing FDC standpipe, to 6" above the floor at the sprinkler controls location, in the 1st floor closet
- Certified Design
- 2" on 6" ductile iron "hot tap"
- Flushing, Bactee and Pressure testing of new piping, per NFPA 24

HVAC: Supply and install (4) Mitsubishi, 2-ton, ductless mini split systems and (2) exhaust fans downstairs.

Electrical: Includes 200amp electrical panel fed from the main building, (17) 4" 2-tube LED fixtures, (4) exit/emergency signs, (4) exterior wall packs with photo cell, (4) single pole light switches, (14) interior duplex outlets, (4) 20amp heat circuits (for ductless heat pumps), (1) exterior outlet, Fire alarm NAC circuit and devices, fire alarm SLC circuit and devised and electrical permit. ** Note: The Main building electrical panel may not be suitable to feed the new building. Also includes (1) pic-a-watt heater in the sprinkler room which isn't shown but will be required.

Roofing: to include waterblock advantage 30 synthetic underlayment over entire roof deck, all metal flashings, Pabco Premier algae resistant architectural shingles and permanent ridge anchors.

Gutters: To include 5K gutters with corrugated downspouts.

Siding: Per plans

Insulation: Per Plans

Drywall: Per plans

Painting: Includes interior prime and paint using interior latex primer over texture and (2) coats of Sherwin Williams ProMar 200 Zero VOC Eg-shel finish (based on one color); prep and paint window sills and aprons; Painting of siding, soffits and trim with (2) coats of Sherwin Williams Super Paint Satin finish, (based on two colors); prep, prime and apply 2 coats of finish to the exterior doors;

Flooring: To include new luxury vinyl tile on the second floor and new 4-inch rubber base throughout the building.

Stair Treads: Stair treads to be Puget Sound Precast – 36" x 12" x 2 1/2" with a broomed finish.

Doors: To be Codel smooth fiberglass 3068 SFF Flush pre-hung w/ primed jamb, ADA bronze sill, US26D hinges (2 bommers ea).

Entry Door Hardware: Owner to provide entry knobs and Contractor will install.

Windows: To be Jeld-wen Builders Series white vinyl

Exclusions: Building Permit and Plan Check Fee; Plumbing; Performance & Payment Bond, Builder's Risk Insurance, Entry hardware for (5) exterior doors; Washington State Sales Tax; Difference between Bid Proposal and Grant Shelter Program, shall be paid by Serenity House; and special inspections or any associated fees to those inspections.

All pricing is based on the current Washington State Prevailing Wage Rates.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of Four Hundred & Two Thousand and Eight Hundred & Ninety – Four DOLLARS (\$402,894) 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 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.

12. 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.

13. 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. 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.

19. 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.

20. 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.
21. 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.

22. 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: Kevin LoPiccolo
Title: Interim Health and Human Services Director
Address: 111 E 3rd Street
Port Angeles, WA 98362
Telephone: 360-417-2523
E-mail: klopiccolo@co.clallam.wa.us
Fax: 360-452-9605

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.

23. 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.
24. 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.
25. 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.

26. 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.
27. 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.
28. 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.
29. 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.
30. 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).
31. 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.
32. 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.
33. 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.
34. 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.
35. 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 | \$50,000 per occurrence |
| | | \$100,000 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. NOT APPLICABLE.
- ☐ 4. Other (specify): NOT APPLICABLE.



hoch construction, inc.

4201 Tumwater Truck Route
Port Angeles, Washington 98363
HOCHCC*912N4

February 22, 2021

Clallam County Health & Human Services Department
111 E. 3rd Street
Port Angeles, WA 98362

Re: New Two-Story Building located at 2321 W. 18th St. for the Serenity House of Clallam County

BID PROPOSAL

The cost for all labor & materials to construct a 40'x50' buidler per the specifications e-mailed on 2/10/2021 will be Four Hundred Four Thousand, Nine Hundred Thirty-Seven Dollars and 00/100 (\$404,937.00) plus Washington State Sales Tax.

This pricing is based on the following drawings by Zenovic & Associates and the outlined scope of work below:

Site Plan – Sheet A0 – Revised (2/11/21)
Building Elevations – Sheet A1 (1/29/21)
Foundation and First Floor Plan – Sheet A2 – Revised (2/11/21)
Second Floor and Second Floor Framing Plan – Sheet A3 – Revised (2/11/21)
Building Sections & Roof Framing Plan – Sheet A4 (1/29/21)
First and Second Floor Lighting and Mechanical Plan – Sheet A5 – Revised (2/11/21)
Structural Sheet – S1 (2/11/21)
Stormwater site Plan – Sheet 1 (1/29/21)
Stormwater site Plan – Sheet 2 (1/29/21)

Excavation: To include erosion control, exterior site demolition & saw cutting, foundation excavation & backfill, vapor barrier, capillary break, exterior concrete prep, perimeter footing drain, downspout system, storm system/drywell, exterior electrical trenching & backfill and fire line excavation & backfill.

Concrete: Per plans

Asphalt Patch: includes patch back using hot mix asphalt compacted at all edges and sealed for an approx. area of 2' x 20' at the proposed drywell road crossing.

Ph: 360.452.5381 Fax: 360.452.5382 e-mail: hoch@olympus.net
Licensed • bonded • insured



hoch construction, inc.

4201 Tumwater Truck Route
Port Angeles, Washington 98363
HOCHCC*912N4

Fire Sprinkler: Provide a wet automatic fire sprinkler system to protect a total of 4,000 sq. ft. of heated space to include concealed sprinkler heads to replace the semi-recessed residential sprinkler heads with concealed heads and cover plates; includes a 2" dedicated fire and FDC Mains to include 25 feet of 2" dedicated CPVC fire main and 15 feet of 1 1/2" CPVC FDC Main. Includes City of Port Angeles permit and plan check fee.

The Interior work will include:

- Pipe size and sprinklers spaced for NFPA 13R, residential occupancy with a design density of .05 GPM/sq/ft, 4 heads flowing;
- The Required number of 1/2" white, residential, semi-recessed pendent sprinkler heads
- Double check valve assembly, at the sprinkler controls, in the 1st floor closet
- Inspection test assembly
- Main drain; piped to the outside
- Spare heads, box and a wrench

*The structure is sufficient to support the installation of the fire sprinkler system without the need for special design and/or engineering and without the need for additional, modified and/or special hangers.

*Sprinkler protection of the unheated attic space and all other areas exempt from protection, in NFPA 13R.

The exterior work will include:

- Connection point; existing 6" fire hydrant main, on the East side of the service road.
- 25 feet of 2" CPVC fire main, from the 6" hydrant main, to 6" above the floor at the sprinkler controls location, in the 1st floor closet
- 15 feet of 1 1/2" FDC main, from the existing FDC standpipe, to 6" above the floor at the sprinkler controls location, in the 1st floor closet
- Certified Design
- 2" on 6" ductile iron "hot tap"
- Flushing, Bactee and Pressure testing of new piping, per NFPA 24

HVAC: Supply and install (4) Mitsubishi, 2-ton, ductless mini split systems and (2) exhaust fans downstairs.

Electrical: Includes 200amp electrical panel fed from the main building, (17) 4" 2-tube LED fixtures, (4) exit/emergency signs, (4) exterior wall packs with photo cell, (4) single pole light switches, (14) interior duplex outlets, (4) 20amp heat circuits (for ductless heat pumps), (1) exterior outlet, Fire alarm NAC circuit and devices, fire alarm SLC circuit and devised and electrical permit. ** Note: The Main building electrical panel may not be suitable to feed the new building. Also includes (1) pic-a-watt heater in the sprinkler room which isn't shown but will be required.

hoch construction, inc.

4201 Tumwater Truck Route
Port Angeles, Washington 98363
HOCHCC*912N4

Roofing: to include waterblock advantage 30 synthetic underlayment over entire roof deck, all metal flashings, Pabco Premier algae resistant architectural shingles and permanent ridge anchors.

Gutters: To include 5K gutters with corrugated downspouts.

Siding: Per plans

Insulation: Per Plans

Drywall: Per plans

Painting: Includes interior prime and paint using interior latex primer over texture and (2) coats of Sherwin Williams ProMar 200 Zero VOC Eg-shel finish (based on one color); prep and paint window sills and aprons; Painting of siding, soffits and trim with (2) coats of Sherwin Williams Super Paint Satin finish, (based on two colors); prep, prime and apply 2 coats of finish to the exterior doors;

Flooring: To include new luxury vinyl tile on the second floor and new 4-inch rubber base throughout the building.

Stair Treads: Stair treads to be Puget Sound Precast – 36" x 12" x 2 1/2" with a broomed finish.

Doors: To be Codel smooth fiberglass 3068 SFF Flush pre-hung w/ primed jamb, ADA bronze sill, US26D hinges (2 bommers ea).

Entry Door Hardware: Owner to provide entry knobs and Contractor will install.

Windows: To be Jeld-wen Builders Series white vinyl

Exclusions: Building Permit and Plan Check Fee; Plumbing; Performance & Payment Bond, Builder's Risk Insurance, Entry hardware for (5) exterior doors; special inspections or any associated fees to those inspections.

All pricing is based on the current Washington State Prevailing Wage Rates.

Respectfully,



Kyle Priest, President
Hoch Construction, Inc.

Ph: 360.452.5381 Fax: 360.452.5382 e-mail: hoch@olympus.net
Licensed • bonded • insured



AGENDA ITEM SUMMARY

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

4
3/15/21

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** March 15, 2021

REGULAR AGENDA ☐ **Meeting Date:**

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | | |
|---|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other OCH Grant for Covid-19 Recovery |

Documents exempt from public disclosure attached: ☐

Executive summary:

Health and Human Services Department would like to apply for the Olympic Region COVID-19 Response Funds through the Olympic Community of Health (OCH). Eligible organizations will awarded up to \$75,000 using the scoring criteria outline in the application.

The grant deadline is March 15, 2021 at midnight.

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?)
Support HHS request to apply for said grant.

County Official signature & print name:

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

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: March 10, 2021

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

Clallam County Grant Application Information

DEPARTMENT: **HHS**

DATE SUBMITTED TO W/S: **3/15/21**

GRANT NAME: **Covid-19 Recovery**

APPLICATION DEADLINE: **3/15/21**

ISSUING AGENCY: **OCH**

IS THIS A RENEWAL? **NO**

LENGTH OF GRANT: **NONE**

RENEWAL POSSIBLE? **NO**

TOTAL AWARD: **\$75,000**

ANNUAL AMOUNT: **\$75,000**

MATCH REQUIRED? **NO**

MATCH AMOUNT: **NONE**

DESCRIPTION OF GRANT AND PURPOSE:

To support a variety of Covid-19 vaccination efforts including outreach, communication, mass vaccination events, etc.

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

To establish necessary funding to help prevent, prepare for, and respond to the Covid-19 disease outbreak.

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

Will assist Public Health Department in responding to incident management, information management, and countermeasures and mitigation related to Covid-19.

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

The grant would help augment our mission to vaccinate and continue to provide necessary outreach to vaccinate the residents of Clallam County.

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

To help reach a goal of vaccinating as many residents as possible. The measurement is simple, to vaccinate as many residents as possible.

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

No.

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

Matching funds will not be necessary.

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

No impacts identified.

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

No.

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

Yes. Awardees of grant will not be required to submit invoices or a summary of how funds were spent, but be required to provide a summary of the work performed.

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

No.

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

None.

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

None.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

Clallam County Budget Change Form may be necessary providing a description of the revenue/expenditure.

OTHER COMMENTS

None.


ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

APPROVAL

Rich Sill, ADMINISTRATOR

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



CLALLAM • JEFFERSON • KITSAP

2021 Application for Olympic Region COVID-19 Response Funds

Overview: The Olympic Community of Health (OCH) three-county region (Clallam, Jefferson, Kitsap) has been greatly impacted by the ongoing COVID-19 pandemic. OCH is uniquely positioned to support partners through our purpose of tackling health issues that no single sector or tribe can tackle alone.

Funding and Eligibility: The OCH Board of Directors approved \$400,000 to support COVID-19 recovery efforts within the Olympic region. Eligible organizations for funding include OCH Implementation Partners, Local Health Jurisdictions (LHJ) within the region, and federally recognized Tribes within the three-county region. The **maximum funding per application is \$75,000**. We recognize that organizations and Tribes are in different financial situations and we request that you **only apply for an amount that is needed**. Final funding decisions will be made by the OCH Executive Committee.

Funding Type: Funds allocated for this work are Delivery System Reform Incentive Payments or DSRIP. These are incentive dollars awarded to OCH under the Washington Medicaid Transformation Project. While recipients of these funds will be required to submit a written report summarizing the work, challenges, and successes, awardees will NOT be required to submit invoices or a summary of how funds were spent, given the nature of these incentive dollars.

Funds are intended to support the following COVID-19 recovery strategies:

COVID-19 Recovery Strategy	Description
COVID-19 Vaccinations	Projects to support a variety of COVID-19 vaccination efforts including outreach, communication, mass vaccination events, etc. Priority given for projects that address equitable distribution of vaccines for the region's most vulnerable populations.
Equity and social needs	Social needs and inequities continue to be exacerbated by the pandemic. This funding opportunity will support projects that aim to address these needs including transportation, housing, food access, social isolation, resilience, etc.
COVID-19 Recovery	This strategy allows for flexibility for a variety of projects that support needs of organizations and Tribes throughout the Olympic region around COVID-19 recovery. Applicants should clearly describe and outline these projects for clarity and understanding by reviewers.

Timeline: Completed applications are due **by midnight on 3/15/2021** and should be submitted to och@olympicch.org. Applications received after 3/15/2021 will be reviewed on an ongoing basis depending on fund availability. *Questions about this application can be sent to och@olympicch.org.*

Scoring: **Submitting an application is not a guarantee of funding, and OCH will review each application carefully. Applications may be funded in full, partially, or not at all.** Once all applications have been received, OCH will review and score based on the criteria below and in alignment with support strategies described above. Applications that receive the highest scores will be prioritized, with final decisions to be made by the OCH Executive Committee.

Scoring area	Criteria	Points available
Clarity	The intended use of funds is clearly and concretely defined and aligns with one or more of the above-listed strategies. Challenges and potential impact are described.	10
Duplicity	Funds will not duplicate other available sources and will be used to complement other revenue streams.	5
Equity	The request will address inequities and/or social needs (transportation, housing, food access, social isolation, etc.) and vulnerable populations (e.g. AI/AN, elderly, disabled, non-English speaking, etc.).	10
Collaboration	The request leverages relationships with other organizations/Tribes in the Olympic region. The request is collaborative and links community and clinical partners. Collaborative applications involving multiple Tribes/organizations are encouraged.	10
Capacity/ Expertise	The applicant has the capacity and expertise to successfully implement the project.	5
Total		40

Application:

Organization/Tribe: _____ Name and Title of requestor: _____

Phone: _____ Email: _____

Funding amount requested: _____

Do you have CEO or senior leadership approval to submit this application? ☐ Yes ☐ No

Questions:

Please provide responses to the following application questions. Provide sufficient detail to allow for the application review team to fully understand the project being proposed.

1. Describe the project (please be as specific as possible):

(a) the overall aim and activities of the project:

(b) which of the above strategy(ies) the project addresses:

(c) how the project supports COVID-19 recovery:

(d) what the project specifically aims to accomplish (measures of success):

2. Describe how the project addresses inequities and social needs. This could include determinants of health (transportation, housing, food access, social isolation, resilience, etc.) and/or vulnerable populations (AI/AN, elderly, disabled, non-English speaking, single parents, etc.)

3. Describe how the proposed project leverages relationships with other organizations or Tribes. Will you be partnering with other organizations to use these funds? If so, please list and describe how these partnerships will carry out intended activities. Collaborative applications are encouraged.

4. Provide a brief timeline of the project. Projects should be completed in 2021.

5. Describe the potential challenges that may arise and mitigation strategies.

6. Briefly describe how the applicant organization/Tribe is qualified to carry out this project.

7. (Optional) Please share anything else about the project that will be helpful to the application review team.

**

The applicant acknowledges the following:

- The information contained in this application is true and accurate to the best of my ability.
- This application does not guarantee receipt of funds and OCH may fund my request in full, partially, or not at all.
- This application will be reviewed using the scoring criteria outlined above and in alignment with described strategies.
- I will be contacted regarding the status of this application no later than 4/2/2021 if submitted on or before 3/15/2021.
- If awarded funds, I will be required to complete reporting related to these funds (template forthcoming).
- Distribution of these funds is public information and OCH is required to report to the Health Care Authority on their use.

Signature:

Date:

Submit your completed application to och@olympicch.org no later than 3/15/2021 at midnight.

Questions about this application can be sent to och@olympicch.org.



AGENDA ITEM SUMMARY

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

5
3/15/21

Department: Human Resources

WORK SESSION ☒ **Meeting Date: 3/15/21**

REGULAR AGENDA ☒ **Meeting Date: 3/23/21**

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:

Clallam County is a member of the Washington Counties Risk Pool (WCRP). The WCRP requires appointees and or designees from each member county; specifically, a director, a risk manager, a safety officer, a claims administrator and an alternate director. Extra alternates may be added.

This resolution updates the appointees and / or designees from Resolution 50, 2019.

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 proposed resolution carries no budgetary impact.

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

Approval by the Board: _____

County Official signature & print name: _____

A handwritten signature in blue ink, appearing to read "RSill".

Rich Sill

Name of Employee/Stakeholder attending meeting: Rich Sill / Tom Reyes

Relevant Departments: Human Resources/Risk Management

Date submitted: 3/10/21

* 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)

WCRP appointees.docx
Revised: 3-04-2019



RESOLUTION _____, 2021

RELATED APPOINTMENTS AND DESIGNATIONS OF/FOR EACH MEMBER COUNTY OF
THE WASHINGTON COUNTIES RISK POOL

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Several Washington counties agreed to the creation of the Washington Counties Risk Pool ("Pool"), organized and operating under Chapters 48.62 and 39.34 RCW, to provide to its member counties programs of joint self-insurance, joint purchasing of insurance, and joint contracting for or hiring of personnel to provide risk management, claims handling, and administrative services.
2. The Pool's Interlocal Agreement and Bylaws, and policies of its Board of Directors require appointees and/or designees from each member county; that is:
 - a) Director/Alternate Director;
 - b) County Risk Manager;
 - c) County Safety Officer; and
 - d) County Claims Administrator.

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

1. Hereby confirms the appointment or designation of the following individuals for the applicable and required relationships with the Washington Counties Risk Pool:

Director: Rich Sill	Title: Administrator/Human Resources Director
Alternate Director: Tom Reyes	Title: Dep Administrator/Dep Human Resources Director
2nd Alternate: Elizabeth Stanley	Title: Deputy Prosecuting Attorney
Risk Manager: Tom Reyes	Title: Dep Administrator/Dep Human Resources Director
Safety Officer: Afton Beck	Title: Public Records Analyst
3rd Alternate: Tammy Sullenger	Title: Analyst-Human Resources/Risk Management
Claims Administrator: Tom Reyes	Title: Dep Administrator/Dep Human Resources Director

2. This resolution becomes effective immediately upon its passage and supersedes any prior conflicting action.
3. The clerk of this body shall forward a copy of this resolution to the attention of Executive Director Derek Bryan, Washington Counties Risk Pool, 2558 RW Johnson Road SW, Suite 106, Tumwater, WA 98512-6103.

PASSED AND ADOPTED this twenty-third day of March 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach



RESOLUTION 50, 2019

29
6/11

CONTINUING RELATIONSHIPS WITH THE WASHINGTON COUNTIES RISK POOL AND
THE RELATED APPOINTMENTS AND DESIGNATIONS OF/FOR EACH MEMBER COUNTY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Several Washington counties agreed to the creation of the Washington Counties Risk Pool ("Pool"), organized and operating under Chapters 48.62 and 39.34 RCW, to provide to its member counties programs of joint self-insurance joint purchasing of insurance, and joint contracting for or hiring of personnel to provide risk management, claims handling, and administrative services.
2. The Pool's Interlocal Agreement and Bylaws, and policies of its Board of Directors require appointees and/or designees from each member county.

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

1. Hereby confirms the appointment or designation of the following individuals for the applicable and required relationship with the Washington Counties Risk Pool:

Director: Rich Sill	Title: Human Resources Director/Risk Manager
Alternate Director: Tom Reyes	Title: Human Resources/Risk Deputy Director
2 nd Alternate: David Alvarez	Title: Chief Civil Deputy
Risk Manager: Rich Sill	Title: Human Resources Director/Risk Manager
Safety Officer: Afton Beck	Title: Public Records Analyst/Safety Officer
3 rd Alternate: Afton Beck	Title: Public Records Analyst/Safety Officer
Claims Administrator: Rich Sill	Title: Human Resources Director/Risk Manager

2. This resolution becomes effective immediately upon its passage and supersedes any prior conflicting action.
3. The Clerk of the Board shall forward a copy of this resolution to the attention of Executive Director Derek Bryan, Washington Counties Risk Pool, 2558 RW Johnson Road SW, Suite 106, Tumwater, WA 98512-6103.

PASSED AND ADOPTED this eleventh day of June 2019

ATTEST:

Loni Gores
Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias
Mark Ozias, Chair

Randy Johnson
Randy Johnson

Bill Peach
Bill Peach



AGENDA ITEM SUMMARY

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

6
3/15/21
2c

Department: Public Works

WORK SESSION ☒ **Meeting Date: 3/15/2021**

REGULAR AGENDA ☒ **Meeting Date: 3/16/2021**

Required originals approved and attached? ☐

Will be provided on: 3/15/2021

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU

402-21-DD1

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other Water Quality Funding Commitment

Documents exempt from public disclosure attached: ☐

Executive summary:

The City of Forks and Clallam County are working on a joint Solid Waste Management Plan (SWMP), along with the cities of Port Angeles and Sequim, as described in RCW 70A.205.045. This Interlocal Agreement between Clallam County and City of Forks sets the commitment to this joint process and shared jurisdiction. It was approved by Forks City Council on March 8th, 2021.

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

No impact.

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

Approve the ILA and sign on 3/16/2021 if possible. Approval of the preliminary SWMP is dependent on the submission of this signed ILA; a back to back review and signature would help expedite this process and next steps towards adoption of the SWMP.

County Official signature & print name:  Ross Tyler

Name of Employee/Stakeholder attending meeting: Meggan Uecker

Relevant Departments: _____

Date submitted: 3/10/2021

* 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)

402-21-001

INTERLOCAL AGREEMENT FOR THE CLALLAM
COUNTY
SOLID WASTE MANAGEMENT PLAN AND THE HAZARDOUS
WASTE PLAN UPDATES

THIS AGREEMENT, made and entered into on this day of
by and between Clallam County, Washington and the incorporated municipality of
which is organized under the laws of the State of Washington and are herein collectively
referred to as the "Participating Municipality;"

WHEREAS, the Participating Municipality agreed, pursuant to the Solid Waste
Management Act, Chapter 70A.205 RCW, and the Hazardous Waste Management Act,
Chapter 70A.300 RCW, to participate in preparing the 2021 Clallam County
Comprehensive Solid Waste Management Plan and the Local Hazardous Waste Plan,
hereinafter referred to as the "Plans;" and

WHEREAS, it is to the mutual advantage of the Participating Municipality and
their citizens to contract pursuant to Chapter 39.34 RCW for the purpose of providing joint
county-municipality integrated solid waste and hazardous waste management programs;
and

WHEREAS, that Interlocal Agreement and the plans identify that the Plans shall be
reviewed and revised by the Participating Municipality once every five (5) years; and

WHEREAS, the Participating Municipality have the opportunity to reaffirm their
inclusion in the joint Plans;

NOW THEREFORE, for and in consideration of the mutual promises and
covenants contained herein, it is agreed by the Participating Municipality hereto as
follows:

1. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to allow the county and the participating
municipality to jointly prepare and ultimately adopt an update to the joint Comprehensive
Solid Waste Management Plan, pursuant to Chapter 70A.205 RCW, for waste reduction,
recycling, collection, transfer and disposal of solid waste generated within the boundaries of
the Participating Municipality and Clallam County. This agreement also includes
ultimately adopting an update to the Hazardous Waste Plan for Clallam County.

2. **SOLID WASTE and HAZARDOUS WASTEMANAGEMENT**

After adoption of the Plans by Participating Municipality, Clallam County will be the designated agent for the Participating Municipality for the administration of the Plans within Clallam County and shall have authority to implement solid and hazardous waste management programs and services consistent with the Plans, for the Participating Municipality and the residents within the boundaries of the Participating Municipality, excluding the manner of collection and transfer of solid waste refuse within the corporate limits of those cities and towns which are the Participating Municipality. Such management shall be conducted in conformance with all state and federal laws and regulations. Included with such management shall be the carrying of public liability insurance with limits in accordance with standard practice. Clallam County shall indemnify and hold harmless the other Participating Municipalities and shall defend against any claims for personal injury or property damage arising out of Clallam County's management and operations of the solid waste programs set out under the Plan. Clallam County shall not indemnify, hold harmless, or defend any claims arising out of the actions of a Participating Municipality or any activities under a Participating Municipality's control.

Plans administration and government processes shall be set forth in more detail in the Plans as adopted.

3. ACCOUNTING

Clallam County shall maintain accounts for the solid waste management program and the hazardous waste program in accordance with the requirements of the Washington State Auditor. Authorized representatives of any party hereto shall have the right to inspect the accounting concerning the solid and hazardous waste management programs at any reasonable time.

4. PROPERTY RIGHTS

Title to all property acquired with funds from the Solid Waste Fund shall vest in Clallam County. In the event of sale of any property acquired using the Solid Waste Fund, the proceeds from the sale shall be deposited in the Solid Waste Fund unless otherwise required by law, regulation, grant or contract.

5. ADMISSION OF NEW PARTIES

Additional municipal entities may be added to this Agreement upon such terms and conditions as the Participating Municipalities and the new party agree upon in writing.

6. EFFECT ON PRECEDING CONTRACT

This Agreement, upon its execution by all parties, supersedes prior Interlocal Agreement for the Clallam County Comprehensive Solid Waste Management Plan.

7. DURATION

This Agreement shall remain in effect from the effective date unless otherwise terminated; or until replaced by a new intergovernmental agreement.

8. PLAN ADOPTION

The final Plan shall be adopted through Resolution of the Participating Municipality and the County. The Plan shall be reviewed and revised by the Plan Participants at least once every five (5) years following approval of the Plan by the Washington State Department of Ecology (Ecology). Any necessary revisions or amendments to the Plan will be accomplished through a process defined in the Plan.

9. EFFECTIVE DATE

This Agreement shall be effective following its execution by the Board of Clallam County Commissioners after execution by the Participating Municipality; and following the recording of this Agreement with the Clallam County Auditor, as required by RCW 39.34.

10. TERMINATION

After the Plan has been prepared and submitted to Ecology for final review, any Participating Municipality may terminate its involvement in this Agreement within 30 days following the 45 day final review period by Ecology. Should any Participating Municipality not agree to adoption of the Plan, the Participating Municipality will not adopt the Plan and shall immediately begin preparing its own Municipal Solid Waste Management Plan for approval by Ecology in full accordance with all Plan regulations and guidelines.

City: Clerk's Office
City of Forks
500 E Division St
Forks WA 98331
(360) 374-5412

Page 4 of 5

CLALLAM COUNTY:

Approved as to form:

Chair, Board of County Commissioners

Clallam County Prosecutor

STATE OF WASHINGTON)

) ss.

County of Clallam)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the Chair of the Board of Clallam County Commissioners, the political subdivision of the State of Washington that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said County.

Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
Printed Name: _____
My Commission Expires: _____



AGENDA ITEM SUMMARY

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

7
3/15/21

Department: Public Works

WORK SESSION ☒ **Meeting Date: 3-15-21**

REGULAR AGENDA ☒ **Meeting Date: 3-23-21**

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 Request for Proposals |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County Public Works, with BOCC approval, plans to invite engineering firms to submit proposals for structural and civil engineering support services. These services will include analysis, design, permitting, and preparation of plans, specifications, and cost estimates to construct a Dungeness Off-channel Reservoir with approximately 1,600 acre-feet of storage capacity, an infiltration area for overland flow or extra reservoir water, and irrigation infrastructure upgrades on the DNR parcels off of River Road in the Sequim area of Clallam County, WA. The Reservoir would hold water diverted from the Dungeness River via Highland Irrigation District's (HID) point of diversion and conveyed by their canals. Water would be diverted and stored during the winter, spring, and early summer, when flows in the Dungeness River are high and water is available. The Reservoir would also capture overland flow currently intercepted by irrigation ditches, exacerbating flooding in the City of Sequim. Overland flow from Happy Valley will be re-directed to a settling basin before being diverted to the Reservoir to provide additional reservoir fill or diverted to an infiltration facility. Stored water would be released to meet irrigation needs in the late summer. Stored water could also be used for shallow aquifer recharge, pending high flow availability, as a secondary priority.

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 funds for Design for the Reservoir project are allocated in the County's awarded Ecology 2019 Streamflow Restoration grant.

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

Please review in preparation for a call for Request for Proposals on March 23, 2021. The RFP has been reviewed by several Reservoir Partners (i.e., Eastside Irrigators, Clallam Conservation District,

* 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)

Jamestown S'Klallam Tribe, City of Sequim, and Washington Water Trust). It has been reviewed by the Deputy Prosecuting Attorney.

County Official signature & print name: _Carol L. Creasey_ Carol L. Creasey

Name of Employee/Stakeholder attending meeting: __Carol L. Creasey__

Relevant Departments: _Public Works and Parks & Facilities__

Date submitted: 3-10-21

-
- * 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 (3-8-21).docx
Revised: 3-04-2019

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

REQUEST FOR PROPOSALS/QUALIFICATIONS

Clallam County is soliciting proposals from interested engineering firms to provide civil engineering and structural services to design a reservoir and complementary infrastructure. Engineering services will include analysis, design, permitting, and preparation of plans, specifications and cost estimates to construct a reservoir with approximately 1,600 acre-feet of storage capacity, an infiltration area for overland flow or extra reservoir water, and irrigation infrastructure upgrades. The reservoir and infiltration area are proposed for a 319-acre parcel off of River Road in the Sequim area of Clallam County, WA. Proposals will be received at 223 East 4th Street, Room 150, Port Angeles, Washington until 10 a.m., Tuesday, April 20, 2021 at which time they will be opened publicly and read aloud.

The sealed proposals must be clearly marked on the outside of the envelope, **"Bid Proposal – Dungeness Off-channel Reservoir Design."** Address proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

An informational packet on preparing a proposal may be obtained from the Reservoir RFP website at <http://www.clallam.net/XXXXXXXXX.html> or obtained Monday through Friday, 8 a.m. to 4:30 p.m., from Carol L. Creasey, Reservoir Project Manager and County Hydrogeologist

Clallam County
Public Works Department
223 East Fourth Street, Suite 6
Port Angeles, WA 98362
ccreasey@co.clallam.wa.us

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 or all bids and to waive minor informalities in the process or to accept the bid, which in its estimation best serves the interests of Clallam County.

APPROVED this _____ day of _____ 2021

ATTEST:
COMMISSIONERS

BOARD OF CLALLAM COUNTY

Loni Gores, Clerk of the Board

Mark Ozias, Chair

c: Carol L. Creasey

Publish: **PDN and Journal of Commerce** Publish dates on Friday (3-26-21), Friday (4-2-21) and Sunday (4-4-21).

Bill: Public Works

DRAFT REQUEST FOR PROPOSALS (RFP)

Professional Engineering Services for the Dungeness Off-channel Reservoir Project

SUMMARY OF WORK:

Clallam County (County) invites engineering firms to perform activities within the scope of the general definition of professional practice in chapters 18.08, 18.43, or 18.96 RCW (Consultant) to submit Proposals for structural and civil engineering support services. These services will include analysis, design, permitting, and preparation of plans, specifications, and cost estimates to construct a reservoir with approximately 1,600 acre-feet of storage capacity, an infiltration area for overland flow or extra reservoir water, and irrigation infrastructure upgrades. The reservoir and infiltration area are proposed for a 319-acre parcel off of River Road in the Sequim area of Clallam County, WA.

Clallam County hereby notifies all proposers 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 proposals 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.

An engineering services contract may be awarded by Clallam County to the best quality bidder for the Description of Services Required described within this RFP. Funding from an existing Washington State Department Ecology Streamflow Restoration Grant will pay for contract services under this RFP. Certain requirements from the Ecology grant will flow through to the successful bidder and will be included in the Contract to be executed between the successful bidder, as Contractor, and the County.

RFP DETAILS:

- A. This Request for Proposals (RFP) contains the information necessary to understand the consultant selection process and identifies the documentation a Proposer must submit to be considered for this procurement.
- B. By submitting a proposal, the Proposer represents that it has carefully read the requirements of this RFP and agrees to be bound by them.
- C. Proposers are expected to conduct themselves with professional integrity and to refrain from lobbying activities. During the procurement process—commencing with the issuance of the RFP and continuing until the award of a contract for the project (or cancellation of the procurement)—no employee, member, agent, vendor, advisor or consultant of any Proposer shall have ex-parte communications, directly or indirectly, regarding this procurement with any representative or elected official of the County involved in this procurement, except for communications permitted by this RFP.

- D. Any verified allegation that a Proposer or team member has engaged in such prohibited communications or attempted to unduly influence the selection process may cause the County to disqualify a Proposer or a member of a Proposer's team from participating in this process, all at the sole discretion of the County.
- E. All work by consultants shall be prepared by or under the direction of a Professional Engineer licensed with the Washington State Department of Licensing and all final drawings must be stamped by professionals licensed in Washington.
- F. Clallam County is an Equal Opportunity Employer and actively encourages bids from all qualified persons/companies regardless of race, religion, gender, age, national origin, marital status or ancestry. Certified Minority-owned (MBE) and Women-owned (WBE) business owners are encouraged to participate in the RFP process. If you are claiming certified MWBE status, please furnish us with information regarding the type of business and status being claimed; the MWBE must be an integral part of the Project team.

REQUIRED PROPOSAL ELEMENTS:

Proposals must include ***all*** required elements listed in Section III of this RFP or be rejected as non-responsive.

QUESTIONS:

Specific questions concerning this RFP should be submitted via email to the Reservoir Project Manager, Carol L. Creasey, Clallam County Hydrogeologist in the Public Works Department (ccreasey@co.clallam.wa.us). Please no telephone inquiries. Questions and answers submitted to Creasey will be posted on the RFP website at <http://www.clallam.net/XXXXXXXXXX.html>

PRE-PROPOSAL TOUR (optional):

Note that an optional pre-proposal tour of the proposed Reservoir location and current irrigation infrastructure will be held on site for interested parties on **April 7, 2021**. COVID precautions will be taken for the pre-proposal tour. Details of the tour will be available on the Clallam County website at <http://www.clallam.net/XXXXXXXXXX.html>

INTENT:

It is important that you inform Carol Creasey of your intent to submit a proposal so you may be apprised by e-mail of any updates to the RFP and Pre-proposal Tour.

SUBMITTAL:

Proposals must be received at 223 East 4th Street, Suite 4, Port Angeles, Washington by **10 a.m., Tuesday, April 20, 2021** at which time they will be opened publicly and read aloud.

The sealed proposals must be clearly marked on the outside of the envelope, "**Bid Proposal – Clallam County Dungeness Reservoir Design**". Submit five (5) hardcopies of the proposal. Address proposal to Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington.

Proposals delivered to other offices and received late by the Commissioners' Office will not be considered nor will proposals received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

The RFP, background information, and other project related materials will be available on the Clallam County website at <http://www.clallam.net/XXXXXXXXXX.html>

Proposals received to the Board of County Commissioners after 10:00 AM, Tuesday, on April 20, 2021 will not be eligible to bid.

Clallam County reserves the right to reject any or all proposals, or to withhold the selection of Consultants for any reason it may determine, or to waive or decline irregularities in any submittal.

Any cost incurred by the Consultant in preparation, transmittal, or presentation of any information or material submitted in response to the RFP shall be borne solely by the Consultant.

I. BACKGROUND

Low flow in the Dungeness River is a significant limiting factor for four ESA-listed species of Salmonid and Steelhead. Low flows are primarily a seasonal challenge, occurring in the late summer and early fall. Around mid to late August, human needs for irrigation water intensify, Chinook and Pink salmon return to spawn, the snowpack feeding the river is depleted and the river levels decline. In all but the wettest years with ample snowpack, these low flows are insufficient to meet the needs of salmonids. Aside from any federally reserved water rights held by the S'Klallam Tribe, the largest and most senior established water rights in the basin belong to the Dungeness irrigators. For more than a century the Dungeness Valley has been irrigated with water directly from the Dungeness River. In the last 20 years Dungeness irrigators and basin partners have invested considerable resources to conserve and enhance flow in the River. However, in low snowpack years there is still not enough flow in the river to support salmon and meet out-of-stream water needs. The solution is an off-channel reservoir to store water during winter and spring when flows are plentiful, saving this water for use in late summer when river flow is low. Stored water would replace out of stream diversions in late season for three irrigation districts/companies, resulting in significant streamflow retention at a fish critical period.

In addition to improving flows in late season, this is a multi-benefit project which will capture overland flow to prevent flooding in the City of Sequim, expand aquifer recharge, create a new County park with river access and recreational opportunities, and ensure the sustainability of agriculture in the Dungeness Valley – all providing climate resiliency for people, farms, and fish.

Community Benefits:

--Stream Flow Restoration for Salmon: The project will retain up to 20 cubic feet per second (cfs) of flow in the Dungeness River by reducing Dungeness River irrigation diversions and potentially achieving the target flow-restoration goal of 105 cfs in most years, benefiting ESA-listed Salmon and Steelhead.

--**Long-Term Agricultural Viability:** Securing access to water for irrigation is critical to maintaining agriculture in the Dungeness Valley; this project will ensure that fish can thrive and irrigation can continue.

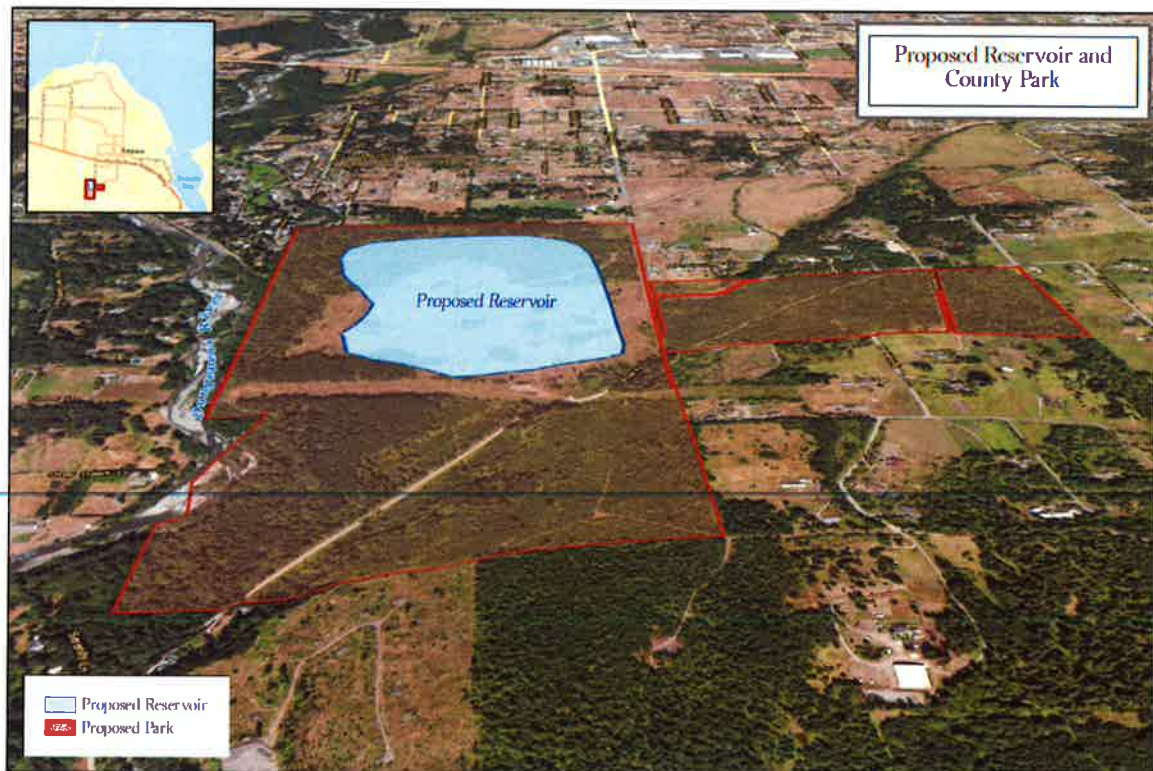
--**Aquifer Recharge:** In years with adequate snowpack, stored winter high flows and/or overland runoff can be used for aquifer recharge to augment flows in small streams, enhance groundwater levels, and possibly generate mitigation credits for the Dungeness Water Exchange.

--**Stormwater Management:** The project will alleviate flooding on roads and properties in the County and City of Sequim by intercepting storm flows (overland flows) before they reach infrastructure and pollution-generating urban areas.

--**Climate Resiliency:** Decreasing water supplies is the biggest climate concern for the region and this project provides a solution for healthy flows for salmon, reliable irrigation supply for agriculture during drought years, and enhanced aquifer recharge for drinking water supply and aquifer restoration over time.

--**Recreation:** The project site, currently owned by the Washington Department of Natural Resources (DNR), will eventually be owned by Clallam County as a new public park with hiking, biking, wildlife viewing, picnicking, and river access opportunities.

Figure 1-Project location map



Background Documents

In preparation for Design, there are several documents that may aid you in developing your proposal. The following documents are downloadable from our website at

<http://www.clallam.net/XXXXXXXXXX.html>

Anchor QEA, May 22, 2013, Dungeness River Flow Enhancement Project, Designs and Supporting Analyses, Technical Memorandum Attachment D-3, River Road Storage Project, Preliminary Drawings.

Anchor QEA, May 23, 2014, Dungeness River Flow Enhancement Project, Designs and Supporting Analyses, Technical Memorandum Attachment D-2, River Road Storage Project, Preliminary Geotechnical Memorandum.

Anchor QEA, January, 2016, Executive Summary and Project Proposal, Dungeness Off-Stream Reservoir Project.

Anchor QEA, January, 2021, Phase 1 Environmental site Assessment DNR River Road Properties, prepared for Clallam County, WA.

DNR, September 19, 2014, Site Management Plan for CA00524, CA00725 and CA00730, Old Sequim Dump, Happy Cat Debris Scatter, Happy Cat Timber Sale, M.I.L. Stilson.

Dudek, January 2021, Cultural Resources Inventory of the Dungeness River Streamflow Restoration Off-channel Reservoir Project, Clallam County, WA. (Not yet available.)

Earth Economics, March 2019, Stormwater Capture for the Dungeness Off-channel Reservoir, prepared for the City of Sequim, WA.

PanGEO, December 2020, Geotechnical Engineering Feasibility Report Review, Dungeness Off-Line Storage Facility, River Road, Clallam County, WA.

Shafer, Ana, Geologist, Forest Resources and Product Sales & Leasing Division, June 29, 2019, Proposed “River Road Transfer” Property Transaction – Geologic Review Summary, DNR Olympic Region, Clallam County, WA.

Project Goal

This phase of the project is to design infrastructure to build a reservoir with approximately 1600 acre-feet of capacity, an infiltration facility, as well as irrigation diversion and irrigation infrastructure upgrades on a 319-acre parcel currently owned by the Washington State Department of Natural Resources (DNR). The reservoir would hold water diverted from the Dungeness River via Highland Irrigation District’s (HID) point of diversion and conveyed by their canals. Water would be diverted and stored during the winter, spring, and early summer, when flows in the river are high and surplus water is available. The reservoir would also capture overland flow that is currently intercepted by irrigation ditches, contributing to flooding in the

City of Sequim. Overland flow from Happy Valley will be re-directed to a settling basin before being diverted to the reservoir to provide additional reservoir fill or diverted to an infiltration facility. Stored water would be released to meet irrigation needs in the late summer. Stored water could also be used for shallow aquifer recharge, pending high flow availability, as a secondary priority.

Due to the estimated cost of the project, the Dungeness Reservoir partners are interested in possible approaches to phase the project so that water diversion, storage, and infiltration benefits could be realized with partial funding and expanded when more funding is awarded.

II. DESCRIPTION OF SERVICES REQUIRED

SUGGESTED LIST OF TASKS

The County is interested in Consultant proposals regarding all aspects of the project. The list of tasks below is intended to provide a general but not all-inclusive outline for the Consultant proposals.

TASK 1 DATA COLLECTION/VALIDATION OF CONCEPT

- a. Review all background documents pertinent to the project
- b. Review the Project Goal and existing concept. Suggest additional tasks and potential alternatives including a phased approach to construction and cost savings measures. Following review with the County, prepare a Technical Memo with findings. Present the Technical Memo to the Board of County Commissioners and Dungeness Off-channel Reservoir Work Group
- c. Field Investigation
 - Conduct Topographical Survey and Boundary survey*
 - Conduct Additional Geotechnical Investigation and Recommendations
 - Conduct Additional Cultural Survey and ESA work, if needed
 - Conduct Wetland study, if needed

TASK 2 PROJECT MANAGEMENT

- a. Manage budget
- b. Manage timeline
- c. Participate in up to 3 public meetings
- d. Participate in up to 3 meetings with Dungeness Off-channel Reservoir Work Group
- e. Coordination with County or assigns
- f. Provide good communication with County or assigns
- g. Invoicing and reporting
- h. Other duties as assigned

TASK 3 DESIGN

- a. Design approach to include multiple phases of construction assuming not all construction funding is available
- b. Develop Preliminary Design Drawings and Cost Estimates (30%)

- Sampling and Modeling for water quality (reservoir, irrigation diversions and ditches, and overland flow) * including
 - a. Temperature
 - b. Ecoli bacteria, nutrients, algae, sediment
 - c. Other water quality concerns (e.g. pesticides/herbicides, metals, petroleum hydrocarbons)
- Treatment Alternatives for Water Quality Concerns
 - a. Irrigation water
 - b. Stormwater
- Hydraulic Modeling
- Material Options for Liner and Liner Protection Options
- Infrastructure
 - a. Reservoir of up to 1600 acre-foot capacity
 - b. Irrigation Intake Improvements for 25 cfs including fish screening improvements at the point of diversion
 - c. Reservoir Inlet including settling pond and Reservoir Outlets
 - d. Stormwater/Overland flow Infrastructure including a catch basin at the Highland Irrigation District canal crossing Happy Valley Road, ditch or pipe conveyance (gravity) to a settling pond and the reservoir site or alternatively to an infiltration facility
 - e. Assist County and Reservoir Partners with conceptual ideas for delivery among irrigation entities.
- Participate in public meetings at 30% design stage
- Present to the Board of County Commissioners and Reservoir Work Group at the 30% stage
- 60% Design Drawings, Develop Specifications and Prepare Cost Estimates
- 90% Design Drawings, Specifications and Cost Estimates
- Prepare Construction Level Final Bid Documents including Plans, Specifications, and Estimates
- Develop Reservoir Fill and Water Release guidance document
- Coordinate with Dungeness Off-Channel Reservoir Work Group and Flow Advisory Committee

TASK 4 OPERATIONS AND MAINTENANCE

- a. ~~Provide estimate of Operations & Maintenance (O & M) needs and cost estimates~~
- b. Provide feasibility of options for energy and revenue generation (i.e. in-line hydro, solar, etc.) as O & M cost savings
- c. Provide an O & M plan
- d. Estimate life cycle costs and capital replacement costs

TASK 5 PERMITTING

- a. Perform a permitting fatal-flaw evaluation to identify likely permits required and potential environmental constraints as a part of the 30% design
- b. Final permits identified for required construction as a part of 60% design
- c. Assist County in securing all permits

- d. Assist County and Reservoir Partners with storage project application to comply with WAC 173-518-095 of the Elwha-Dungeness Water Rule

TASK 6 CONSTRUCTION SERVICES

- a. Material Testing*
- b. Construction Inspection*
- c. Construction Staking*

TASK 7 PROPOSED SCHEDULE

Note: *These activities may be conducted by Clallam County Public Works, if time and staff capacity allow.

III. PROPOSAL CONTENTS

Proposals must be concise and typewritten on letter-sized pages. No more than 30 single-sided pages and no less than 11pt font will be allowed. Appendices are not included in the page count. Elaborate packaging of the response is neither necessary nor desired. Five (5) hardcopies of the proposal are to be submitted. Proposals must include all of the following information or will otherwise be rejected as non-responsive:

1.0 Consultant Information

- A. The Name of the Consultant Firm, identifying its Principal Shareholders, Partners or Members. It should state the period of time the Firm has been operating its business offering professional services.
- B. Name, resume, project list, educational background, and five (5) project references (with phone numbers) of key staff that will be assigned to this project. Identify how many years this staff member has been employed by your firm and other firms. For key staff that would be assigned to this project, list any other projects in which they are, or may be, involved. Include resumes for Project Manager and key personnel in an appendix. Appendices are not included in the page count.
- C. Provide an estimate of the percentage of time that the Project Manager and each key person will devote to the project.
- D. The Consultant must provide proof of insurance in accordance with the County Personal Services Agreement and licensure in the form of current copies.
- E. Answer if the firm has ever:
 - been party to any litigation, or arbitration with any government client.
 - filed for bankruptcy or foreclosure.

2.0 Submittal Information:

A. ABSTRACT

Include a concise description of the scope of work and methodology and how the Consultant intends to organize its resources to complete the required work. If the project is a joint venture, explain the role of each firm in accomplishing the work.

B. KNOWLEDGE

Demonstrate your understanding and/or experience with designing reservoirs, infiltration facilities, and irrigation infrastructure, including any innovative approaches that apply.

Name the Project Manager and key personnel and describe their prior related experience. The Proposer must demonstrate that the Project Manager and key personnel have the expertise and availability to successfully complete the project. Include a complete and concise description of experience that is directly relevant to the responsibilities assigned to each individual listed as key personnel. The contract with the successful Contractor will stipulate key personnel assigned to the project.

Include other Consultant Information stipulated in 1.0

C. APPROACH

Provide a description of the specific approach employed to accomplish each of the project tasks including consideration of a phased construction. Project tasks are described Section II. Due to the estimated construction cost of the project, the Dungeness Reservoir partners are interested in possible approaches to phase the construction so that water diversion benefits could be realized with partial funding and expanded when more funding is awarded. Provide the rationale for the proposed work and analysis method. Identify the tasks the Proposer believes will constitute the greatest challenges to successful project completion, and describe how the Proposer will successfully address those challenges.

Outline the specific activities for each task in the work plan including, but not limited to:

- a) Steps you will take to complete each task;
- b) A budget, project schedule, and milestones for each task (and subtask, if appropriate);
- c) The specific outcome you expect for each task;
- d) Data, information sources, and methodology you will use in each task, including the generation of any original data or information;
- e) The services and participation you expect of County and Dungeness Reservoir Work Group Partners for each task; and
- f) Describe your approach to ensuring coordination and communication with all team members, including sub-consultants, to ensure efficient delivery of project deliverables that meet the County's and Dungeness Reservoir Work Group Partners' needs and schedule.

D. EXPERIENCE Provide examples and descriptions of prior reservoir experience with projects of this size and budget that the Consultant has designed. Also provide a list and examples of water quality, irrigation, and hydraulic modeling projects. Provide examples for the firm(s), subconsultant(s), and individuals assigned to the project. For each prior project identified, please indicate the name of the client, name and telephone number of a reference person for each client, the relevancy of the project to this scope of work, and current status of the project. Examples of relevant project experience will strongly influence Consultant selection.

Provide any additional information reflecting the Proposer's ability to complete projects within established schedules and budgets. Any additional information to demonstrate the ability of the Proposer to perform the tasks described in this RFP.

Additionally, identify any potential conflicts of interest.

IV. SHORT LIST/FINAL SELECTION PROCEDURES

All submittals received in accordance with the deadline listed above will be reviewed and ranked by the County. No more than five (5) of the highest ranked firms will be notified and invited to participate in a short list/final selection phase. It is intended that this phase will include the following steps:

A. Notification: Written notification to top ranked Consultants.

B. Interview Discussion/Presentation:

A two hour discussion/question and answer period will be scheduled and conducted at Clallam County Public Works Department at the Courthouse in Port Angeles. The Consultant will be given one hour for presentation. The remaining time will be reserved by the County and Reservoir partners for questions.

The Consultant should illustrate the design and delivery strategy for this project and identify what attributes and unique qualifications their firm offers the County and Reservoir Partners. It should emphasize measures and control methods used to assure efficiency, quality, and schedule and budget conformance.

C. Final Ranking:

After discussions are completed, the County will rank the firms interviewed. The qualifications proposal and discussion/ presentation will be weighted and scored based on the following criteria:

- Key personnel
- Knowledge
- Experience: Design, Permitting, and Construction
- Demonstrated Quality of Work
- Approach: especially any innovative approaches
- Design efficiency and cost effective solutions
- Familiarity with Army Corp, Ecology, other agencies, potential state and federal funding requirements, and all relevant permits, codes and standards

The date for the interviews has been tentatively set for the week of May 10, 2021.
Any in-person meetings will follow State COVID guidance on business meetings.

D. Negotiation/Scope Development:

The top ranked Consultant will be notified in writing and will be asked to meet and submit their prospective scope of services, schedule, and refine their fee (may be broken down by task if appropriate).

If, after negotiation and consideration, the County is unable to reach an acceptable agreement with the top-ranked Consultant, the County will terminate negotiations with the top ranked Consultant and, at the County's sole discretion, may: enter into negotiations with the second ranked firm; withhold the award for any reason; elect not to proceed with any of the proponents; or re-solicit a new Request for Proposals.

E. Final Selection:

When the County reaches an acceptable agreement with the preferred consultant firm, the Clallam County Public Works Department will then make a recommendation to the Board of Clallam County Commissioners to award a contract to the consultant and the Board's decision will be final.



AGENDA ITEM SUMMARY

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

8
3/15/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 3-15-2021

REGULAR AGENDA ☐ Meeting Date: 3-23-2021

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 - CRC Recommendations |

Executive summary:

Preparing for Public Hearings on CRC Recommendations:

The Charter Review Commission forwarded five formal recommendations to the Board of County Commissioners. The County Charter indicates that the BOCC is to hold public hearings to solicit input on these recommendations before preparing a formal written response to each.

Due to the ongoing restrictions on public meetings the BOCC has developed a schedule for virtual public hearings to be held during the month of April at which the BOCC will take testimony on four of the five formal recommendations; the recommendation related to the Department of Community Development is being addressed on an independent timeline and its own public hearing at a later date to be determined.

The purpose of today's discussion is to review the schedule and establish structure for the public hearings.

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 is to review the schedule and establish structure for the public hearings.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Department of Community Development, Charter Review Commission

Relevant Departments: Board of Commissioners, Department of Community Development

Date submitted: January 6, 2021

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

Charter Review recommendations hearing.docx

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

Revised: 3-04-2019

PUBLIC HEARING

Charter Review Commission Recommendations Recommendation Ensuring Franchises Comply with the National Environmental Protection Act And Recommendation on Legislation for Ranked-Choice Voting

NOTICE: The Clallam County Board of Commissioners will conduct public hearings on Tuesday, April 6, 2021 at 10:30 a.m. and on Monday, April 12, 2021 at 1 p.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 public hearing is to take public comment on the Charter Review Commission recommendations listed above. All recommendations are available on the County website <http://www.clallam.net/bocc/homerulecharter.html>

Public comments are encouraged. Submit written comments to the proponent below before the hearings or present comments at the public hearing.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation which prohibits in-person attendance at meetings, the Board of Commissioners strongly encourages the public to take advantage of remote options for attending open public meetings. The Board of Commissioners also strongly encourages public comments to be submitted in writing if possible.

If you would like to participate in the meeting by phone call 408-419-1715 and use Meeting ID: 875 561 784

If you would like to participate via video conference, visit www.bluejeans.com and join the Regular Meeting with Meeting ID: 875 561 784.

No in-person attendance will be allowed until Governor's Proclamation is lifted.

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
Loni Gores – Clerk of the Board
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2256
agores@co.clallam.wa.us

FORMAL IDENTIFICATION: Charter Review Commission Recommendations:
Recommendation Ensuring Franchises Comply with the National Environmental Protection Act
And
Recommendation on Legislation for Ranked-Choice Voting

SUMMARY OF RECOMMENDATIONS:

- The BOCC shall take all required and necessary legal actions to ensure that any franchise associated with new radio frequency devices or systems operating in the micro or millimeter wave frequency range, be accompanied by a scientific study determining that such law, regulation or franchise is in compliance with the National Environmental Protection Act (NEPA) prior to the enactment or granting of any franchise.
- Recommends that the Clallam County Board of County Commissioners pass a resolution calling on the state legislature to pass legislation, which would enable the County (and other jurisdictions in the state) to adopt ranked-choice voting for local elections, if they so choose.

Publish: March 28 and April 2
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board

PUBLIC HEARING

Charter Review Commission Recommendations
Increasing monitoring of the Department of Natural Resources (DNR)
management of its trust lands by hiring a forester
And
Meet all housing needs by creating permanent housing

NOTICE: The Clallam County Board of Commissioners will conduct public hearings on Tuesday, April 13, 2021 at 10:30 a.m. and on Monday, April 19, 2021 at 1 p.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 public hearing is to take public comment on the Charter Review Commission recommendations listed above. All recommendations are available on the County website <http://www.clallam.net/bocc/homerulecharter.html>

Public comments are encouraged. Submit written comments to the proponent below before the hearings or present comments at the public hearing.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation which prohibits in-person attendance at meetings, the Board of Commissioners strongly encourages the public to take advantage of remote options for attending open public meetings. The Board of Commissioners also strongly encourages public comments to be submitted in writing if possible.

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No in-person attendance will be allowed until Governor's Proclamation is lifted.

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
Loni Gores – Clerk of the Board
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2256
agores@co.clallam.wa.us

FORMAL IDENTIFICATION: Charter Review Commission Recommendations:
Increasing monitoring of the Department of Natural Resources (DNR) management of its trust lands by hiring a forester
And
Meet all housing needs by creating permanent housing

SUMMARY OF RECOMMENDATIONS:

- Request the Clallam County Commissioners to increase their monitoring of the DNR's management of its trust lands by hiring a forester.

-Meet all housing needs by creating permanent housing - The Clallam County Board of Commissioners immediately take active leadership to reclaim and renew their primary leadership role in engaging a group of public and private organizations and businesses to creatively increase affordable housing availability, apply forward thinking ideas proven to be successful in communities that have reduced the experience of homelessness effectively, and report progress back to the community every six months.

Publish: March 28 and April 9
Bill: Board of Commissioners

Loni Gores, CMC, Clerk of the Board

Proposed Charter Review Commission Recommendation schedule

March 15 – work session and request a call for hearing notice

March 23 – recommend approval of the hearing notice

Ranked-Choice Voting and Wireless Franchise proposed hearing dates:

April 6 - First hearings takes place for Ranked-Choice Voting / Wireless Franchises

April 12 - Second hearing takes place for Ranked-Choice Voting / Wireless Franchises

County Forester/ Housing proposed hearing dates:

April 13 - First hearing takes place for County Forester / Homelessness Leadership

April 19 - Second hearing takes place for County Forester / Homelessness Leadership

May 3 - Work session– discuss final plan for written responses to CRC.

TBD date – Approval of written responses.



Charter Review Commission

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Phone: 360.417.2256 Fax: 360.417.2493
Clerk Email: agores@co.clallam.wa.us

Date: September 23, 2020
From: Clallam County Charter Review Commission
To: Clallam County Board of County Commissioners
Re: Consider an Ordinance Ensuring Franchises Comply with the National Environmental Protection Act (NEPA)

Request from Clallam County Charter Review Commissioner to Clallam County Commissioners to Consider an Ordinance Ensuring Franchises Comply with the National Environmental Protection Act (NEPA)

Whereas the Clallam County Charter Review commission voted on July 9, 2020, not to forward a proposed amendment to Article XII, Section 12.30 regarding Franchises to the ballot as a Charter Amendment,

Whereas the Clallam County Charter Review Commission voted on July 9, 2020 to forward a proposed amendment to Article XII, Section 12.30 to the County Commissioners for consideration as an ordinance amending the County Code regarding franchises,

Whereas the Clallam County Charter Review Commission received public input from 40 individuals in support and two opposed to EMF regulation which is the highest responses on any topic that the Charter Review Commission has received,

The Clallam County Charter Review Commission herewith sends to the Clallam County Commissioners the following proposal for consideration as an ordinance amending the County Code regarding franchises.

The BOCC shall take all required and necessary legal actions to ensure that any franchise associated with new radio frequency devices or systems operating in the micro or millimeter wave frequency range, be accompanied by a scientific study determining that such law, regulation or franchise is in compliance with the National Environmental Protection Act (NEPA) prior to the enactment or granting of any franchise.

Sue Erzen
Chair - Charter Review Commission

Tony Corrado
Commissioner - Charter Review Commission
Sponsor of Franchise Amendment



Charter Review Commission

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Phone: 360.417.2256 Fax: 360.417.2493
Clerk Email: agores@co.clallam.wa.us

Date: December 14, 2020
From: Clallam County Charter Review Commission
To: Clallam County Board of County Commissioners

Request from Clallam County Charter Review Commissioner to Clallam County Commissioners to pass a resolution calling on the state legislature to pass legislation, which would enable the County (and other jurisdictions in the state) to adopt ranked-choice voting for local elections, if they so choose.

Clallam County Charter Review Commission: Recommendation in Favor of Legislation for Ranked-Choice Voting

WHEREAS, an engaged electorate is foundational to the healthy civic life of the community; and

WHEREAS, voter turnout in our primary elections is, without exception, significantly lower than in the general election, and is not reflective of the general electorate; and

WHEREAS, reasons for voter disengagement may include: fear of wasting your vote on a candidate who is not "electable"; pressure to vote tactically for the "lesser of two evils" rather than for the candidate you actually like best; limited choices on the general election ballot; negative campaigning; feeling that your vote doesn't matter; and

WHEREAS, an alternative to our "Top Two" primary system is Ranked-Choice Voting (RCV), whereby instead of being limited to choosing just one candidate in a given race, voters are empowered to rank as many candidates as they like in order of their preference (e.g., 1st choice, 2nd choice, 3rd choice); each voter has only one vote, but can indicate their backup choices; and

WHEREAS, with RCV, voters know that if their 1st choice doesn't have enough support to win, their vote will count for their 2nd choice; if their 2nd choice is defeated, their vote will count for their 3rd choice, and so on;

WHEREAS, using RCV means that the primary and the general elections can be combined into a single, high-turnout election; and

WHEREAS, demonstrated benefits of RCV include:

- saves costs for jurisdictions by preventing costly and low-turnout primary elections;
- frees voters to choose their true favorite candidate without fear of throwing away their vote;
- encourages more candidates to run because they won't fear "splitting the vote" with other similar candidates, or being a "spoiler";
- encourages candidates to reach out to more voters and build a broad coalition of support to win;
- reduces political polarization and mudslinging, and promotes civil, issue-oriented campaigns; and

WHEREAS, more than twenty U.S. jurisdictions have adopted some version of ranked-choice voting, including Minneapolis (MN), New York City (NY), Santa Fe (NM), Memphis (TN), Oakland (CA), Payson (UT), Boulder (CO), Takoma Park (MD), Benton County (OR), and the State of Maine; and

WHEREAS, in 2007, Clallam County voters were able to consider a charter amendment that would have adopted ranked-choice voting for County elections; and

WHEREAS, today, Clallam County voters no longer have the option to consider adopting ranked-choice voting, because Washington state law presently mandates a "Top Two" primary system for all jurisdictions that effectively prohibits them from adopting RCV; and

WHEREAS, two bills currently before the Washington State Legislature, HB 1722 and SB 5708 (the "Local Options Bill") as they are presently drafted, would amend state law to give local jurisdictions the option to adopt RCV; and

WHEREAS, HB 1722 and SB 5708 are merely permissive bills which do not dictate or impose any policies upon any jurisdictions, but simply provide jurisdictions with the ability, should they choose, to adopt RCV.

THEREFORE, THE CHARTER REVIEW COMMISSION RECOMMENDS that the Clallam County Board of County Commissioners pass a resolution calling on the state legislature to pass legislation, which would enable the County (and other jurisdictions in the state) to adopt ranked-choice voting for local elections, if they so choose.

Sue Erzen
Chair - Charter Review Commission

Therese Stokan
Commissioner - Charter Review Commission
Sponsor of Choice-Ranked Voting



Charter Review Commission

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Phone: 360.417.2256 Fax: 360.417.2493
Clerk Email: agores@co.clallam.wa.us

Date: September 28, 2020
From: Clallam County Charter Review Commission
To: Clallam County Board of County Commissioners
Re: Charter Review Commission recommendation to increasing monitoring of the Department of Natural Resources (DNR) management of its trust lands by hiring a forester.

Request from Clallam County Charter Review Commission to Clallam County Commissioners to increase their monitoring of the DNR's management of its trust lands by hiring a forester.

The Department of Natural Resources (DNR) manages approximately 92,000 acres of Clallam County Trust Lands for commercial forestry with a mandate to return revenue to the county and junior taxing districts. Hiring a forester would provide County oversight and involvement in the DNR activities associated with the County's state managed trust lands.

Therefore, the Charter Review Commission recommends that Clallam County increase their monitoring of the DNR's management of its trust lands by hiring a forester.

Sue Erzen
Chair - Charter Review Commission
Commission

Joe Murray
Commissioner - Charter Review
Sponsor of Forester Amendment



Charter Review Commission

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Phone: 360.417.2256 Fax: 360.417.2493
Clerk Email: agores@co.clallam.wa.us

Date: September 16, 2020

From: Clallam County Charter Review Recommendation

To: Clallam County Board of County Commissioners

**Subject: CLALLAM COUNTY CHARTER REVIEW COMMISSION
RECOMMENDATION TO MEET ALL HOUSING NEEDS BY CREATING
PERMANENT HOUSING**

Whereas: The Universal Declaration of human rights, adopted by the United Nations in 1948 Article 25 states: 'Everyone has the right to a standard of living adequate for the health and well-being of self and of family, including food, clothing, housing and medical care and necessary social services.' One in 588 Americans is homeless. Washington State is one of the ten states with the highest homelessness rate. Seven percent of homeless people are veterans, but seven percent also are unaccompanied youth under 25 years of age (HUD, 2018), and

Whereas: Homelessness in Clallam County is 0.38% of the population (approximately 285 individuals) and include families with children, as well as individuals across all age, health, income levels, racial and ethnic groups, and

Whereas: nearly all homeless people living locally have roots in Clallam County, and

Whereas: The Clallam County Housing Crisis Response Plan 2020-2024 (CCHCR) states the "the major causal factors for homelessness in Clallam are related to safe housing availability: "...low vacancy rates, high rental rates, available affordable housing stock" and also "assumes...no additional shelter or housing capacity" will be available, and

Whereas: Homeless citizens' high rates of physical, psychological, emotional and behavioral problems result in higher usage of expensive public services (crime and law enforcement services, emergency medical and behavioral health services, food banks, etc.). The annual average cost to local government to meet these needs is estimated between \$30,000 and \$50,000 per person (Interagency Council on Homelessness), and

Whereas: Permanent housing and wrap-around services not only reduces the need for community services but allows homeless citizens and families to be able to become more stable, more reliably employable and more productive members of society.

Housed children are more able to learn academically, socially and emotionally. And housed families are usually less isolated, and

Whereas: Experiencing homelessness is a high-scoring Adverse Childhood Experience (current ACES national studies, acknowledged by the American Pediatric Academy as the most significant modern childhood health findings) for young children--effecting basic learning, neurological development, nutrition and school attendance. Additionally, the social sciences now, after 50 years of wide acceptance of a hierarchical "needs theory," now recognize that human needs are fluid rather than hierarchical. This fluidity of basic needs increases the recidivism of those experiencing homelessness who may be in shelters, couch surfing and street life cyclically. Reliable basic permanent housing is proven to be the best solution to break this chain, and

Whereas: The CCCHCR plan was approved by the BOCC November 18, 2019 and is due for updating. Since then, several communities across the country have successfully significantly reduced their rate of homelessness and its concurrent problems, and

Whereas: Acceptance by the BOCC to the plan's statement that there will be *no additional housing capacity in the next four years* does not move the community toward working actively to permanently shelter citizens experiencing homelessness, and

Whereas: Clallam County Ordinance 829 amending Section .280, Section .510, and Section .520 of Clallam County Code Chapter 31.02, Countywide Comprehensive Plan, as relates to housing was adopted in 2007 and needs to be updated. Nevertheless, it is as relevant today as it was when adopted. It provides the road map for BOCC to directly again address housing inequities in this county, and

Whereas: Section 3.31.02.520, of the above ordinance states affordable housing goals.

(1) Clallam County's affordable housing efforts should be directed at preserving and creating housing that is affordable to those with Very Low, Low, and Moderate income...

(2) Based on extensive local need for affordable housing as well as its unique local circumstances, the County shall encourage retention and creation of affordable housing, as defined in subsection (1) above, and

(3) Clallam County should consider the following strategies to encourage the retention and creation of affordable housing which:

Coordinates the reforms, supports with renewed participation in the Clallam County Affordable Housing Task Force (CCAHTF) to be comprised of representatives from local governments, the local agencies that work on homelessness and affordable housing issues, previously homeless individuals, financial institutions (lenders), major employers, developers, contractors, real estate professionals, chambers of commerce and economic development leaders. Their collective focused goal would be to move Clallam County forward to creatively build economic stability and decent housing options that move people in need toward self-sufficiency.

CCAHTF will be established and convened by the BOCC, with a county commissioner chairing the task force, giving pronounced emphasis to the importance of working to seriously solve local affordable permanent housing needs, and

Whereas: Monies flowing into the County resulting from HB1406 are designated for Affordable Housing, and

Whereas: Efforts to reduce community homelessness in other places vary but the element they commonly share is “leadership by elected community officials.”

Therefore, be it recommended:

The Clallam County Board of Commissioners immediately take active leadership to reclaim and renew their primary leadership role in engaging a group of public and private organizations and businesses to creatively increase affordable housing availability, apply forward thinking ideas proven to be successful in communities that have reduced the experience of homelessness effectively, and report progress back to the community every six months.

Sue Erzen

Chair, Clallam County CRC

Candace Pratt

Chair CRC Committee on Homelessness

Clallam County Charter Review Commissioner



AGENDA ITEM SUMMARY

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

a
3/15/21
ld

Department: BOCC

WORK SESSION ☒ Meeting Date: 3-15-21

REGULAR AGENDA ☒ Meeting Date: 3-16-21

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 of Support |

Documents exempt from public disclosure attached: ☐

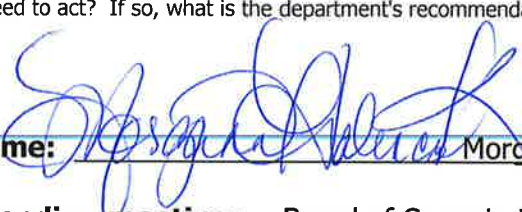
Executive summary:

Letter of Support for Port Angeles Waterfront Center:

The Port Angeles Waterfront Center has requested a letter of support from the BOCC for a federal funding allocation to assist with the completion of construction.

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?)
Approval of a letter of support.

County Official signature & print name:  Morgann Halencak

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: March 10, 2021

* 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)

Port Angeles Waterfront Center letter of support 03-16-21
Revised: 3-04-2019



MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
BILL PEACH, District 3

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

A72

March 16, 2021

Senator Maria Cantwell
511 Hart Senate Office Bldg.
Washington, DC 20510

Senator Patty Murray
154 Russell Senate Office Bldg.
Washington, DC 20510

Representative Derek Kilmer
1410 Longworth House Office Bldg.
Washington, DC 20515

RE: Support for the Port Angeles Waterfront Center

Dear Senator Cantwell, Senator Murray and Representative Kilmer:

We write today to enthusiastically request your support of the FY22 Community Funding Project Request recently submitted to your office by the Port Angeles Waterfront Center.

The Port Angeles Waterfront Center (PAWC), a 501(c)3 non-profit organization, is currently constructing a two-story 500-seat performing arts center and 300-seat conference and event facility on harbor-side property it owns in downtown Port Angeles, Washington. The "Field Arts & Events Hall" represents the largest privately-funded, community-based, non-profit capital project ever undertaken on the North Olympic Peninsula. Once complete the building will address an acute need for public state-of-the-art meeting and performance space made available year-around to residents of and visitors to Clallam County.

Additionally, the construction of Field Arts & Events Hall is the lead project for the most significant economic development and waterfront renewal effort currently underway in our area. The first of a series of buildings, Field Hall is the centerpiece of a \$128-plus million business development and infrastructure upgrade that when complete will redefine the Port Angeles waterfront and Clallam County's tourism industry for the next fifty years.

The Port Angeles Waterfront Center has raised nearly 3/4 of the funding it needs to finish Field Arts & Events Hall in the coming fiscal year. A federal Community Funding Project appropriation would be money well spent on an infrastructure project of vital importance to our county's economic revitalization.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



AGENDA ITEM SUMMARY

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

10
2/15/21
39

Department: BOCC

WORK SESSION ☒ Meeting Date: 3-15-21

REGULAR AGENDA ☒ Meeting Date: 3-16-21

Item summary:

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

Executive summary:

Amicus Brief - Trust Mandate Legislation

The Washington Association of Counties has approached Clallam County about preparing an Amicus Brief regarding Washington Supreme Court, Cause No. 99183-9 Conservation Northwest et al v. Commissioner Franz, et al. In very general terms, Conservation Northwest is seeking a decision from the WA Supreme Court that would require Washington's federally granted lands to be managed for the public as a whole, rather than for the designated beneficiaries such as common schools, universities and other state institutions as identified in WA's Enabling Act.

The State, in general terms, is arguing that a large body of case law has concluded that the Enabling Act, Constitution, and statutes created a trust for the designated beneficiaries for the federally granted lands, and the Legislature created a trust for the counties by statute. Those cases mean that the obligations of a trustee apply to the DNR and BNR when they make management decisions that affect the trust lands, including the fiduciary duty of "undivided loyalty." Because there has been no modification to those governing laws, the State must continue to manage the lands in the best interests of the beneficiaries, and has limited discretion to manage the lands for other objectives. While multiple uses are permitted for the trust lands, if those uses impact revenue to the beneficiaries, the trusts must be compensated.

The purpose of today's discussion will be to determine whether Clallam County should accept WSAC's request to file an Amicus Brief related to this case.

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

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

County Official signature & print name: Loni Gores Loni Gores, Clerk
Date submitted: 3-10-21

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

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

Gores, Alanna

From: Johnson, Randy
Sent: Wednesday, March 10, 2021 1:47 PM
To: Gores, Alanna
Subject: FW: Request
Attachments: Trust Mandate Litigation.pdf; WSAC Amicus Brief Policy ONLY.pdf; WSAC Amicus Brief Request Form in Word.docx

We need to make this an agenda item for our work session and approval by the Commissioners.
Randy

From: Eric Johnson [<mailto:ejohnson@wsac.org>]
Sent: Wednesday, March 10, 2021 1:40 PM
To: Peach, Bill; Ozias, Mark; Johnson, Randy
Cc: Sill, Richard; Mellani McAleenan; Paul Jewell
Subject: Request

Good afternoon –

I am attaching several documents for you to review. We have been approached about preparing an amicus brief regarding:

Washington Supreme Court, Cause No. 99183-9 Conservation Northwest et al. v. Commissioner Franz, et al.

WSAC policy requires a WSAC member county make the request to WSAC to initiate the Amicus process. I am asking Clallam County to consider making this official request.

I am attaching our Amicus Policy/Form for you to review. We are happy to set up a call/Zoom meeting to discuss further; or join you in Clallam County to review this issue.

Eric

Eric Johnson, Executive Director
Washington State Association of Counties

206 10th Ave SE | Olympia, WA 98501-1311
O. 360.753.1886 D. 360.489.3013 C. 360.481.2241

Bookmark our website! www.wsac.org

"The Voice of Washington Counties"

Join the conversation:   

Disclaimer: Documents and correspondence are available under state law. This e-mail may be disclosable to a third-party requestor.

Washington Supreme Court, Cause No. 99183-9
Conservation Northwest et al. v. Commissioner Franz, et al.
“Trust Mandate” Litigation – Case Overview

A coalition of conservation organizations and individuals, led by Conservation Northwest, filed litigation challenging the Board of Natural Resources’ Resolutions 1559 and 1560, the December 2019 decisions adopting the long-term conservation strategy for the marbled murrelet (amending the State Upland’s 1997 Habitat Conservation Plan and Endangered Species Act Incidental Take Permit), and setting the 2015-2024 sustainable harvest calculation. The primary focus of this litigation is a challenge to the State’s “trust mandate” for management of its federally granted lands. The Washington Supreme Court granted direct review of the trial court’s decision to dismiss the challenge, and oral argument on the case will likely be in the fall of 2021.

Conservation Northwest is seeking a decision from the Washington Supreme Court that would require Washington’s federally granted lands to be managed for the public as a whole, rather than for the designated beneficiaries, including common schools, universities, and other state institutions identified in Washington’s Enabling Act.

Background on Washington’s Trust Mandate

Enabling Act

When Washington joined the Union, it received 3 million acres of land from the federal government. These “federally granted lands” were identified in the 1889 Omnibus Enabling Act, and were granted to support the common schools and six specific institutions.

The grant was consistent with the federal government’s long-standing practice of deeding lands to the newly-formed states to support schools. Beginning with Ohio in 1803, the federal government granted new states one section of land in each township, and over time, the grants became larger, identified more beneficiaries, and were more restrictive.

Washington’s Enabling Act is shared with three other states: Montana, North Dakota, and South Dakota. All three states’ supreme courts have concluded that the Enabling Act created a trust, and that the federally granted lands are managed by the states in trust on behalf of the common schools and institutions identified in the Enabling Act. Other western states and the United States Supreme Court have reached the same conclusion in challenges to the use of federally granted lands in other states.

Washington’s Constitution

Article XVI of Washington’s Constitution addresses the “school and granted lands” from the Enabling Act. It states that the granted lands are “held in trust”, and places limits on the sale of the lands and investment of the proceeds. In doing so, the constitution describes the lands as “granted to the state for educational purposes.”

Washington Statutes

Washington’s Legislature has also specified that the granted lands are held in trust, using the term “trust” as early as 1927. RCW 79.02.010(15)(a)-(g).

In addition, the Legislature created a second type of trust land, the “statutory trust lands” or “county trust lands,” in the 1920s. RCW 79.22.010, 79.22.040. These are state forestlands deeded by counties to the state following tax foreclosures. The statutes specify that these lands are held in trust, and that the revenue from these lands is distributed to the counties, who distribute it to taxing districts. RCW 79.64.110.

Washington Case Law

Since 1893, Washington’s Supreme Court has consistently concluded that the federally granted lands are held in trust for the designated beneficiaries.

The seminal trust case in Washington is *County of Skamania v. State*, 102 Wn.2d 127 (1984). Washington’s Supreme Court held that legislation which benefited timber sale purchasers at the expense of the trust beneficiaries was a breach of trust, and reaffirmed that the lands are held in trust for the designated beneficiaries. Subsequent decisions have not modified that holding.

What are Conservation Northwest’s Arguments?

Conservation Northwest’s brief to the Supreme Court relies on four arguments to challenge the trust mandate:

- The “all the people” language in the Constitution means that the federally granted lands are held in trust for all citizens of the state, not the designated beneficiaries.
- The Enabling Act did not create a trust, because the term “trust” is not used in the Enabling Act.
- *Skamania* was not controlling law, and interpretation of Article XVI of the Washington Constitution is a question of first impression.
- As a matter of public policy, managing the lands for conservation and recreation is preferable to managing the lands to generate revenue for the beneficiaries.

What is the State’s Position?

A large body of case law has concluded, for over 120 years, that the Enabling Act, Constitution, and statutes created a trust for the designated beneficiaries for the federally granted lands, and the Legislature created a trust for the counties by statute.

Those cases mean that the obligations of a trustee apply to the DNR and BNR when they make management decisions that affect the trust lands, including the fiduciary duty of “undivided loyalty.”

Because there has been no modification to those governing laws, the State must continue to manage the lands in the best interests of the beneficiaries, and has limited discretion to manage the lands for other objectives. While multiple uses are permitted for the trust lands, if those uses impact revenue to the beneficiaries, the trusts must be compensated.

The State's responses to Conservation Northwest's arguments are:

- Washington's Constitution unequivocally created a trust, and the beneficiaries are the common schools and institutions identified in the Enabling Act.
- Washington courts and the courts of its sister states have analyzed the Enabling Act and concluded a trust was created, even though the word "trust" was not used.
- The question is not an issue of first impression because in addition to *Skamania*, 19 other Washington Supreme Court decisions conclude the Enabling Act and Constitution created a trust for the designated beneficiaries.
- To change the beneficiaries or the objectives of the federally granted lands requires a change to the Enabling Act, an act of Congress, an amendment to the Constitution, and a vote of the people, as well as changes to the statutes that govern those lands.

In fiscal year 2019, the state trust lands generated \$183 million for the beneficiaries; \$93.9 million from the statutory (county) lands, and \$90.8 million from the federally granted lands.

Case Status

Conservation Northwest filed its litigation in January 2020, and its claims were dismissed by Thurston County Superior Court in October 2020.

A coalition of trust beneficiaries and advocacy groups intervened, and are parties to the litigation. The intervenors include five counties, seven taxing districts, AFRC, and the City of Forks.

The case could potentially be heard by the Supreme Court in June, but will more likely be heard during the fall calendar (September-November). There is a high likelihood that other states and interest groups will file *amicus* briefs with the court.

Contact Information

DNR:

- Angus Brodie, Deputy Supervisor for State Uplands: (360) 485-2266, angus.brodie@dnr.wa.gov
- Andy Hayes, Division Manager, Forest Resources Division: (360) 890-6043, andrew.hayes@dnr.wa.gov
- Kristen Ohlson-Kiehn, Assistant Division Manager, Projects and Planning Section, Forest Resources Division: (360) 701-9059, kristen.ohlson-kiehn@dnr.wa.gov

Attorney General's Office:

- Martha Wehling, Assistant Attorney General: (360) 742-2091, martha.wehling@atg.wa.gov
- Paddy O'Brien, Senior Assistant Attorney General: (360) 586-3288, patricia.obrien@atg.wa.gov

Washington State
Association of Counties
COMPREHENSIVE POLICY MANUAL

Part 8 – Boards & Commissions

WSAC members are encouraged to self-nominate themselves to serve as WSAC's representative on one or more of the many statewide boards, commissions, committees, task forces, and work groups for which positions are available through statute or by request of the authorizing body.

The nomination process is:

- Seat openings will be announced in the Association's newsletter and/or via email to the entire membership.
- Members apply through the Association's online statement of interest form.
- The deadline for open positions will be 10 days prior to the next regularly scheduled Board of Directors meeting or, for Tier 2 positions as described below, as requested by the authorizing body.

The selection process is decided by the type of position listed below:

Tier 1: Appointment or Nomination by full WSAC Board of Directors

- Nominations for all Gubernatorial Appointments (except for those created under statute with extreme deadlines)
- Agency, Committee and Task Force appointments and nominations whose deadlines fall within regularly scheduled WSAC Board meeting windows

Tier 2: Appointment or Nomination by WSAC Executive Committee

- Nominations for only those Gubernatorial Appointments with extreme deadlines recently created by statute
- Agency, Committee and Task Force appointments and nominations when notification of the seat and the ensuing deadline both occur between WSAC Board meetings

Every attempt will be made to bring as many decisions to the full WSAC Board as possible.

Part 9 – Amicus Brief Policy and Process

General

It is the intent of the WSAC Board of Directors to assure a systematic process to determine WSAC's *amicus curiae* participation in appellate judicial matters. WSAC shall follow the following process to make such determination. It is recognized that in some instances, WSAC has a significant interest in shaping the issues and arguments presented to the court. Recognizing that counties authorities and powers are defined by the state constitution, statutes, and regulations, WSAC should use the *amicus curiae* process to present its unique point of view;

1. The request to participate in an amicus brief must come from an elected county executive or from the majority of a county legislative authority;



COMPREHENSIVE POLICY MANUAL

2. Requests must be accompanied by a completed WSAC Amicus Curiae Brief Request Form, which is available on the WSAC website;
3. WSAC generally limits its involvement to Supreme Court cases. WSAC reserves the option to begin its involvement at the Court of Appeals, but will generally limit those instances to cases that relate to county structure or organic powers;
4. WSAC will generally limits its involvement to land-use cases, cases that have substantial fiscal impacts, and those that relate to county structure or organic powers;
5. WSAC will utilize a committee comprised of policy, political, and legal expertise, to review cases and provide recommendations prior to committing to an amicus brief;
6. Authorization to participate in an amicus brief rests with the WSAC Board of Directors. However, when timing does not permit engagement of the full Board of Directors, the Executive Committee of the Board of Directors may authorize participating in an amicus brief;
7. WSAC does not provide direct financial support for court cases. Rather, WSAC involvement depends upon on the availability of resources, including in-house general counsel, Washington Association of Prosecuting Attorneys, elected prosecuting attorneys or appointed deputy prosecuting attorneys from individual county office(s), or special deputies, appointed by a prosecuting attorneys from an individual county.

Washington State
Association of Counties
COMPREHENSIVE POLICY MANUAL

WSAC Amicus Curiae Brief Request Form

- 1) Case name and court of appeals/supreme court number
- 2) Case history and current status
- 3) Briefing schedule, if available; otherwise probable filing deadlines
- 4) Give a concise and brief statement of the issue or issues on which amicus argument is desired
- 5) Give a brief statement as to whether and how the decision will broadly affect Washington counties
- 6) State in particular how the results sought would be of benefit to the counties
- 7) Explain how a WSAC brief would add a new or different perspective to the issue or issues
- 8) Give a brief summary of particular cases of interest, of which the applicant is aware, with citations
- 9) Is there any county that is a party on the other side of the case and/or that would oppose or would be expected to oppose WSAC's participation as amicus? If yes, please list, and state the known or anticipated bases for opposition

Note: failure to fully answer question 9 (and all applicable parts thereof) shall preclude WSAC's consideration of this request.

- 10) What resources will you make available or are you aware of to assist in the preparation of the amicus brief?
- 11) Name of requester, representing



WSAC Amicus Curiae Brief Request Form

- 1) Case name and court of appeals/supreme court number
- 2) Case history and current status
- 3) Briefing schedule, if available; otherwise probable filing deadlines
- 4) Give a concise and brief statement of the issue or issues on which amicus argument is desired
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Note: failure to fully answer question 9 (and all applicable parts thereof) shall preclude WSAC's consideration of this request.

-
- 10) What resources will you make available or are you aware of to assist in the preparation of the amicus brief?
 - 11) Name of requester, representing



AGENDA ITEM SUMMARY

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

11
3/15/21

Department: Finance

WORK SESSION ☒ **Meeting Date:** **3/15/2021**

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:

The County's current cable franchise agreements with WaveDivision I, LLC and WaveDivision III, LLC were last renewed in May 2012 are set to expire on May 18, 2022. County personnel from the Finance Department, Prosecuting Attorney's office, Auditor's Office and the BOCC office have begun to work on the renewal of this agreement and have met or corresponded with several local jurisdictions, including the City of Port Angeles who renewed their cable franchise with Wave in January 2019, to discuss their cable franchise renewal process. We have also received some preliminary feedback on our existing cable franchise agreement with Wave from CBG Consulting, a consulting group currently assisting the County in exploring broadband expansion in the County.

To bring the BOCC up to speed on how the cable franchise process works, I have included for your reference the following documents:

- "How does informal (and formal) renewal of a cable franchise work?";
- Cable Franchise Renewal Fact Sheet (courtesy of City of Port Angeles);
- Some Considerations Related to Renewal of Wave's Franchises in Clallam County (courtesy of CBG Communications);
- Sample Franchise Agreement between the City of Port Angeles and Wave Division III LLC.

From our preliminary research and conversations with other jurisdictions, it has been determined that the renewal process for cable franchises takes considerable expertise and approximately three years to complete. These agreements are regulated by federal law, specifically Section 626 of the Cable Communications Policy Act of 1984, 47 U.S.C. Section 546—aka "the Cable Act"), and are significantly more complex than other franchise agreements held by the County. Many new developments and emerging issues have occurred within the cable industry and in recent and

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

Wave BOCC Agenda Item Summary 03152021

Revised: 3-04-2019

pending legal rulings on the Cable Act that have affected cable franchises since the County's original cable franchise agreements were last negotiated. Based on this complexities, advice received from other jurisdictions and the significance of the cable franchise revenue stream to the County (approximately \$200k annually), I request that the BOCC approve the following plan of action:

1. Authorize the Finance Department to contact Wave to request a one-year extension of the current cable franchise agreements under the existing terms so as to provide the County adequate time to properly complete the necessary reviews, public hearings, and negotiation steps of the process outlined in the Cable Act;
2. Engage a suitable cable franchise consultant to conduct a technical review of our current Wave franchises and help conduct a needs assessment;
3. Engage a suitable cable franchise consultant to develop a negotiation strategy and negotiate terms of a new franchise agreement. Note: This may be the same consultant that conducts the technical review or it may be a different consultant.

Finance is willing to take the lead on this renewal from an internal team process, recognizing that much of the cable franchise renewal process work will heavily depend on the consultants engaged to perform the technical review and franchise negotiation.

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 Franchise agreement is a significant source of revenue for the County worth approximately \$200K per year. The estimated cost of a consultant for negotiations will cost approximately \$15k-\$20k.

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

Approve action plan for franchise agreement renewal.

County Official signature & print name: _____ Mark Lane 

Name of Employee/Stakeholder attending meeting: _____ Mark Lane, Elizabeth Stanley, Rich Meier, Angi Klahn _____

Relevant Departments: _____ Finance, Prosecuting Attorney Civil Division, Auditor's Office _____

Date submitted:

* 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)

How does informal renewal of a cable franchise work?

In informal renewal, a LFA and cable provider will often negotiate a cable franchise entirely outside of the formal process. Although informal and formal renewal are separate processes, they can occur simultaneously.[xi] Often, a cable operator will submit a proper, timely request for formal renewal, but the cable franchise will ultimately be renewed through informal means.

Informal renewal is only informal in the sense that there is a less strict statutory process that must be followed. To properly prepare for informal renewal, a LFA should still review the cable operator's past performance under the current cable franchise, conduct a thorough needs assessment, and develop a negotiating strategy to address any of the LFA's unmet needs. There are no issues that can be addressed in formal renewal that cannot be addressed in informal renewal.

Although a cable operator may submit a renewal proposal at any time in informal renewal, as a practical matter, the parties will first reach an agreement on the terms and conditions of a cable franchise before a LFA will allow for public participation.[xii] Typically, a LFA will make an agreed upon cable franchise available for public comment at a public hearing. After allowing for public participation, a LFA can take final action on a cable franchise (e.g., grant or deny the cable franchise).[xiii]

Rich's Comment:

At any time, but usually when the informal process fails, the legal franchise authority (Clallam County) can issue a Request for Formal Proposal (RFP) where we publish a notice inviting all to submit proposals for cable franchise operators. The Cable operator can also initiate this process as described below.

How does formal renewal of a cable franchise work?

To commence the formal renewal process, a cable operator must submit a request for formal renewal to a LFA (e.g., "a reservation of rights"). This request must be submitted at least thirty (30), but no more than thirty-six (36), months before a cable franchise expires.[iii] Failure to timely submit this request will prevent a cable operator from utilizing the formal renewal process.[iv]

If a request for formal renewal is timely submitted, a LFA must thereafter conduct a review of: (a) the cable operator's financial, technical, and legal qualifications, (b) the cable operator's past performance, and (c) the current and future needs of the LFA (e.g., a needs assessment). This process can take up to twelve (12) months to complete. The LFA must then issue a request for renewal proposals ("RFRP") to the cable operator.[v]

Within four (4) months of receiving a franchise renewal proposal from the cable operator, the LFA must then provide public notice of the proposal and determine whether to accept it.[vi] If the proposal is accepted, the franchise renewal process is complete. If the proposal is not accepted, the LFA must make a "preliminary assessment that the franchise should not be renewed." As the statutory language plainly states, this is a preliminary decision and not a final appealable decision of the LFA.[vii] If the LFA makes such a preliminary assessment, the LFA must then commence an administrative proceeding to determine whether the franchise should be renewed. [viii] Only the following issues may be considered at the administrative proceeding: (A) the cable operator has substantially complied with the material terms of the existing franchise and with applicable law;

(B) the quality of the operator's service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has been reasonable in light of community needs;

(C) the operator has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the operator's proposal; and

(D) the operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

It is important to note that a decision to deny a renewal proposal is not appealable to a court until after the conclusion of an administrative proceeding.

Conclusion

Cable franchise renewal is a unique opportunity for local franchising authorities to address the cable-related needs of their communities. It is important for local franchising authorities to understand these needs from a financial, technical, and legal point-of-view, regardless of whether a formal or informal renewal process is used. This article is intended to provide an overview of the process that is required for renewal of a cable franchise.

<https://www.bradleylawmn.com/cable-television/what-is-a-cable-franchise-and-how-do-i-renew-it/>

Viewed on 2/26/2021

CABLE FRANCHISE RENEWAL FACT SHEET

What does the cable franchise renewal process involve?

The formal franchise renewal process is one of administrative litigation. The process itself is spelled out in federal law in Section 626 of the Cable Communications Policy Act of 1984 (the "Cable Act"), and it is designed to protect the rights of the incumbent cable provider while also ensuring that a community's current and future cable-related needs and interests are satisfied, taking cost into consideration. Formal franchise renewal begins with the cable provider notifying the franchising authority of its desire to renew its cable franchise agreement. The franchising authority then begins by evaluating the cable provider's performance under the existing franchise, including the engineering of the cable system, and by ascertaining the cable and communications needs of the community. This typically involves hiring experienced engineering, legal, financial and ascertainment consultants and can take 6 to 12 months (or more) to complete. The franchising authority then may request that the cable provider submit a proposal showing how it will meet the needs identified in the ascertainment. The formal process also requires public input on the cable provider's past performance and on the needs ascertainment.

While federal law also permits the use of informal franchise renewal negotiations with the cable provider at any time (including simultaneously with the formal process), a franchising authority must be prepared to follow the requirements of the formal process because either side may choose to return to that process at any time during the renewal proceedings. **Typically, renewal proceedings alternate between the formal and informal processes several times.**

Can we negotiate with more than one cable provider?

Federal law requires that franchise agreements are non-exclusive. In other words, another company other than the incumbent can apply for and receive a cable franchise. That having been said, cable system overbuilds are not common because the new provider must invest a significant amount of money in the construction of a network with no customer income until the new system is built. In the meantime, the incumbent controls 55-60% of the market, and satellite providers have most of the rest. Overbuilding is a very difficult and expensive proposition requiring very deep pockets and long-term commitment. In recent years, the only providers that have tried overbuilding are the major traditional telephone companies: Verizon and AT&T. However, both have halted all new construction in order to concentrate on the systems they have already built. Meanwhile, the other major traditional telephone company -- Qwest -- has shown no credible interest in constructing an advanced wireline network that can compete with an existing cable system.

Can we simply extend the existing cable franchise?

This is a possibility, although the incumbent provider is not likely to want to do so. A typical goal of providers in franchise renewal is to eliminate and/or trim back obligations in the current franchise agreements, including the Institutional Network, the number of public, educational and government (PEG) access channels, and the financial support of those channels. Nevertheless, the franchising authority may explore that option with the company.

Why is the franchise renewal process so complicated and difficult?

First, cable franchising and renewal law is very complex, involving the interplay between federal, state and local laws and regulations with 30-40 years of legal and legislative history. It also is constantly changing and evolving. Second, the cable companies have attorneys and staff that are experts in cable franchise renewal negotiations. Success on the local government's side depends on having equally knowledgeable staff and legal counsel, devoting adequate resources to the renewal process, and maintaining the support of elected officials.

Why does the cable company need a cable franchise?

The cable company is required by both federal and state law to secure a franchise from the local government - typically a city, but the franchising authority can also be a collection of cities or a county - in order to provide cable television service using public rights-of-way. Furthermore, some states have removed the authority of local government to grant the franchises and the franchises are generic in nature and issued by a state agency. The franchise allows the cable provider to build its cable network in the public rights-of-way without having to negotiate with every property owner. In return for a franchise to use the rights-of-way, which are scarce and valuable public property, the cable provider pays a franchise fee, capped by federal law at 5% of gross revenues, and usually has obligations to provide channel capacity and financial support for public, educational and government access channels and to provide an Institutional Network for local government use.

Why should we bother with franchise renewal when all television is moving to the Internet?

Although a lot of video, including many traditional television programs, is now available over the Internet, it will be many years before all television programming currently distributed via cable and satellite providers is available over the Internet. Further, we have not seen any of the traditional programming networks abandon cable and satellite distribution to date, nor have new programming networks abandoned cable for satellite- and Internet-only distribution. Therefore, given the state of the industry, technology and the market, local franchising authorities and cable providers must work with the laws and regulations that are currently in place.

Can a renewal request be denied?

Yes, both legally and practically. Although most communities do eventually renew the incumbent cable operator's franchise, several communities have successfully denied renewal. The Cable Act permits a community to deny renewal if past performance has been inadequate; or if the incumbent operator is legally unqualified or is unwilling or unable to devote the necessary technical skills and financial resources to the community; or if the operator is unwilling to reasonably satisfy the future, cable-related needs and interests of the community considering the cost of meeting those needs and interests.

Some Considerations Related to Renewal Of Wave's Franchises In Clallam County

System Build-out – We noted that there are no system build-out requirements in the current Wave Franchises. These are typically included, especially in franchises covering rural areas, to try and get the system built out to the furthest extent possible. As an example, in an existing Wave Franchise in the Sandy area of Clackamas County, Oregon (which, similar to unincorporated Clallam County, has very low household density), Wave is required to build out to densities of 25 homes per cable plant mile or greater. This Franchise is currently in renewal, and in another recent franchise, Clackamas County has been able to get a lower density threshold of 20 homes per plant mile and will likely be seeking that in the Sandy Franchise renewal. In some rural areas that we've worked in, the operator has agreed to density thresholds as low as 15 homes per mile. Overall, Clallam County should work with Wave to establish as low a density requirement as feasible in this current franchise renewal.

Then, also similar to other franchises, a customer or franchise authority contribution, or grant funding, could be utilized below the density threshold to build less dense areas. For example, in areas of 10 homes per mile, at a density threshold of 20, Wave would pay 1/2 of the build cost, and the remainder would come from one of the other sources.

System Maps – We noted in Section 7, Records, of the current Wave franchises that they are required to file with the County (and should have already done so for 2021) "a current map or set of maps.... showing the location of all franchise facilities installed over, under, along, across, or upon the roads within the limits of Clallam County during the previous calendar year". Since these are annual maps that need to be updated, they should show together, all of the Wave facilities that have been installed in Clallam County.

We understand that Wave has acquired these systems from prior providers where record keeping may not have been as compliant with the Franchise as required, so the original set of maps may have to be recreated or substantially updated. However, working together with the County and auditing the system facilities over time, Wave should be able to ultimately arrive at a fully accurate set of updated maps. Using the best maps available as soon as feasible, the entirety of the system should be reviewed during the franchise renewal process to see the extent to which Wave has built to-date, which will give you an idea of the homes per mile threshold that they see as reasonable given the return on investment that they're seeking. This also will enable you to look at the most likely areas where extension would be the easiest.

In the renewed franchise, once fully updated, system maps should be provided, not just in hard copy form, but in a geocoded, GIS layer, or CAD drawings. This should be the same for maps required in Section 5, Permits.

Franchise Fee – We noted in Section 20 that while the County requires the maximum under federal law of 5% of gross revenues collected by the company for “all of its system services to customers served by this franchise”, that this phrase is very broad and subject to a lot of interpretation. Most current franchises have much more specific delineation to ensure that the range of different types of gross revenues are captured. As an example, items that we have included in recent franchises include the following:

“**Gross Revenues**” means and shall be construed broadly to include all any and all revenues, in whatever form, derived by Grantee or an Affiliated Entity from the operation of Grantee’s Cable System within the County. Gross revenues include, but are not limited to:

- fees for Cable Services, regardless of whether such Cable Services are provided to residential, commercial or other customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services including all service tiers, audio services, pay-per-view, pay-per-event and video-on-demand Cable Services);
 - fees for service and repair calls
 - installation, disconnection, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels;
 - fees paid to Grantee for channels designated for commercial leased access use and shall be allocated on a pro rata basis using the percentage of unincorporated County Cable Service subscribers out of the total Cable Service subscribers within the County
-
- converter, remote control, set-top unit (STU), digital terminal adapter (DTA), digital video recorder (DVR) and other Cable Service equipment rentals, leases, or sales;
 - additional outlet fees
 - Advertising Revenues as defined herein;
 - broadcast retransmission and regional sports programming fees
 - billing and collection fees, including but not limited to, NSF charges, late fees, convenience fees and administrative fees

- inside wire maintenance and service plan protection fees
- revenues from program guides;
- franchise fees;
- FCC Regulatory Fees;
- early termination fees
- commissions from home shopping channels and other Cable Service revenue sharing arrangements which shall be allocated on a pro rata basis using the percentage of unincorporated County Cable service subscribers out of the total Cable Service subscribers within the County

“Advertising Revenues” shall mean revenues derived from sales of advertising that are made available to Grantee’s Cable System subscribers within the unincorporated County and shall be allocated on a pro rata basis using total Cable Service subscribers of Grantee and any Affiliated Entities in the relevant advertising region. Additionally, Grantee agrees that Gross Revenues subject to franchise fees shall include all commissions, rep fees, Affiliated Entity fees, or rebates paid to those associated with sales of advertising on the Cable System within the County allocated according to this paragraph using total Cable Service subscribers reached by the advertising.

To the extent revenues are received by Grantee for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Grantee shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a pro rata basis when comparing the bundled service price and its components to the sum of the published rate card. Except as required by specific federal, state or local law, it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Grantee derives revenues in the County. The County reserves its right to review and to challenge Grantee’s calculations. Inside wire maintenance fees and billing and collection fees will be treated like bundled services as described in this Section.”

There is also typically a detailed description of *what’s not* included, which Wave may want if you include a more detailed discussion of what is included.

One thing some franchise authorities do, is to increase revenue by expanding the gross revenues definition, but then take the increase (the difference between what was received and what will now be received) and grant that back to the cable operator to use as a “contribution in aid” for building lower density areas. Since use of the Franchise fee is unrestricted, this is something the County could consider.

Customer Service Standards- We didn't see Customer Service Standards specifically referenced in the Franchise. The County may want to at least reference and enforce the customer service standards of the FCC (the FCC leaves it to local franchise authorities to enforce the federal standards).

Other Requirements and Negotiations – There also can be much more extensive requirements related to cable system technical characteristics, construction requirements, insurance, bonding, indemnification, etc. that serve to set more specific expectations of the cable operator. In each of these areas, the County may want to consider similar expansions of its language.

Similar to the above, though, if the overarching goal is to get greater build-out, the County can trade its intent to set more stringent standards, in order to provide more flexibility to Wave, as long as there are guarantees in the Franchise that Wave will expand the reach of the system.

FRANCHISE AGREEMENT

BETWEEN

THE CITY OF PORT ANGELES

AND

WAVE DIVISION III LLC.

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SECTION 1. GRANT OF FRANCHISE

1.1 Grant. The City of Port Angeles, Washington (hereinafter "City") enters into this agreement with Wave Division III, LLC. (hereinafter "Franchisee") for the provision of cable service within its boundaries. The City hereby grants to Franchisee a non-exclusive Franchise to operate a Cable System to provide Cable Service in the City, and to use the streets and public ways to install, construct, repair, reconstruct, maintain in, on, over, under, upon, across and along any street or highway, such poles, wires, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to said Cable System for that purpose, subject to the terms and conditions of this agreement, and applicable law.

1.2 Term. The Franchise granted hereby shall expire ten (10) years after its Effective Date (as defined in Section 1.3) unless lawfully terminated in accordance with its terms or other applicable law.

1.3 Effective Date. This Franchise shall become effective on the 31st day following its adoption ("Effective Date"), provided that prior to that date the Franchisee: (a) accepts in writing this Franchise; and (b) provides all documents required by the Franchise. If Franchisee has not satisfied these conditions prior to the 31st day following its adoption, then the City may, at its option, declare the Franchise forfeited, and of no force or effect.

1.4 Franchise Area. The Franchise area for which this Franchise is granted consists of all areas located within the Port Angeles City limits as they are constituted on the Effective Date of the Franchise or may in the future be constituted.

1.5 Effect of Acceptance. By accepting the Franchise, the Franchisee: (a) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (b) agrees that it will not oppose intervention by the City in any proceeding affecting the enforcement of its rights under this franchise; (c) accepts and agrees to all provisions contained herein; and (d) agrees that the Franchise was granted pursuant to processes and procedures consistent with Federal and State law, and agrees that it will not raise any claim or defense to the contrary.

1.6 Rights Reserved. The rights granted in this Franchise are subject to the City's exercise of its police powers and nothing in this Franchise shall be read to limit the exercise of those powers. The City, among other things, does not waive requirements of various codes, ordinances, and resolutions, including zoning codes and codes regarding building permits and fees, or time or manner of construction, all of which shall apply. Any generally applicable fees or charges assessed by the City, so long as they are consistent with applicable law, shall be paid in addition to the Franchise Fee required under this Franchise.

1.7 Franchisee Compliance and Relationship to Other Laws.

A. Franchisee's Franchise is subject to all lawful terms, conditions, and provisions of this Franchise; of Port Angeles City Code Chapter 11.14 ("Telecommunications Facilities Within the Rights of Way") as the same is now or hereafter amended by lawful exercise of the City's police powers; and of the Communications Act of 1934, as amended by the Cable Consumer Protection Act of 1984, the Cable Communications Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, as the same is now or hereafter amended.

B. Franchisee's rights hereunder are subject to the lawful exercise of the City's police power. Nothing in this Franchise shall preclude or prohibit the City from enacting any ordinance

in the interest of public health, safety and welfare, which may impact the Franchisee in its operation of the Cable System, as a proper exercise of the City's police power. Franchisee acknowledges that the City may modify its regulatory policies by lawful exercise of the City's police powers throughout the term of the Franchise.

C. Franchisee reserves all rights it may have to challenge the lawfulness of any City Code provision or modification whether such rights arise in contract or at law. The City reserves all its rights and defenses to such challenges whether arising in contract or at law.

D. It is the intent of both parties that each party shall enjoy all rights and be subject to all obligations of this Franchise for the entire term of the Franchise and to the extent any provisions have continuing effect, after its expiration. However, both parties recognize that the technology of cable television and related technologies are in a state of flux and that regulatory conditions and franchise rights and powers, may change drastically during the term of this Franchise. Should such changes occur, the City and Franchisee shall negotiate in good faith to amend the Franchise to preserve the rights and obligations of the City and Franchisee hereunder to the fullest extent consistent with such changes.

1.8. Affiliates Must Comply. Any affiliate or joint venture or partner of the Franchisee involved in the management or operation of the Cable System in the City that would constitute a Cable Operator of the Cable System is subject to the limitations of and shall comply with the terms and conditions of this Franchise. The Franchisee shall be fully liable for any act or omission of an affiliate that controls the Franchisee or is responsible in any manner for the management of the Cable System that results in a breach of this Agreement or a violation of the Port Angeles Municipal Code, as if the act or omission was the Franchisee's act or omission.

1.9 Legal Qualifications. The Franchisee affirms that it meets all of the legal qualifications set forth in PAMC Chapter 11.14.170 A.2. (f) (iv), and in 47 U.S.C. § 533.

1.10 Competitive Equity

A. The City reserves the right to grant additional franchises or similar authorizations to provide Video Programming services via Cable Systems or similar wireline systems located in the Right of Way. The City intends to treat wireline competitors in a nondiscriminatory manner in keeping with Federal law. If, following the Effective Date of this Franchise, the City grants such an additional franchise or authorization to use the Right of Way to provide such services and Franchisee believes the City has done so on terms materially more favorable than the obligations under this Agreement, then the provisions of this subsection 1.10 will apply.

B. As part of this Franchise, the City and Franchisee have mutually agreed upon the following terms as a condition of granting the Franchise, which terms may place the Franchisee at a competitive disadvantage if not required of a wireline competitor: Franchise Fees, PEG funding, PEG Access Channels, service availability requirements, records and reports, and customer service obligations (hereinafter "Material Obligations"). The City and Franchisee agree that these Material Obligations bear no relationship to the technology employed by the Franchisee or a wireline competitor and as such can reasonably be expected to be applied fairly across all wireline competitors. The City and Franchisee further agree that this provision shall not require a word for word identical franchise or authorization for competitive equity so long as the regulatory and financial burdens on each entity are generally equivalent.

C. Within one hundred and eighty (180) days of City codification of a wireline competitor's franchise or similar authorization, Franchisee must notify the City in writing of the

Material Obligations in this Franchise that exceed the Material Obligations of the wireline competitor's franchise or similar authorization. Within sixty (60) days of receiving such notice, the City and the Franchisee shall meet to discuss the franchise modifications sought by the Franchisee. The City shall have one hundred (120) days to reach agreement with the Franchisee or dispute the claims made by the Franchisee. In the event the City disputes that the Material Obligations are different, Franchisee may bring an action in Federal or State court for a determination as to whether the Material Obligations are different and as to what franchise amendments would be necessary to remedy the disparity. Alternatively, Franchisee may notify the City that it elects to immediately commence the renewal process under 47 U.S.C. § 546 and to have the remaining term of this Franchise shortened to not more than thirty (30) months.

D. Nothing in this subsection 1.10 is intended to alter the rights or obligations of either party under applicable Federal or State law, and it shall only apply to the extent permitted under applicable law and FCC orders. In no event will the City be required to refund or to offset against future amounts due the value of benefits already received.

E. This provision does not apply if the City is ordered or required to issue a franchise on different terms and conditions, or it is legally unable to do so; and the relief is contingent on the new Cable Operator actually commencing provision of service in the market to its first customer. Should the new Cable Operator fail to continuously provide service for a period of six (6) months, the City has the right to implement this Franchise with its original terms upon one hundred eighty (180) days' notice to Franchisee.

F. This Section does not apply to open video systems, nor does it apply to common carrier systems exempted from franchise requirements pursuant to 47 U.S.C. § 571; or to systems that serve less than five percent (5%) of the geographic area of the City; or to systems that only provide video services via the public Internet.

SECTION 2. SHORT TITLE AND DEFINITIONS

2.1 This Franchise shall be known and be cited as the "City of Port Angeles and Wave Division III, LLC Franchise Agreement." The definitions set forth in Port Angeles City Code Chapter 11.14 ("Telecommunication Facilities Within the Rights-of Way") pertain to this Franchise Agreement and shall be relevant to the purposes and meaning of this Franchise Agreement. In addition, the following terms, phrases, words and their derivations have the meaning given herein.

"**Cable Act**" shall refer to the Cable Communications Policy Act of 1984, 47 U.S.C. § 521 et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996, and as it may be further amended during the term of the Franchise.

"**Cable Operator**" means any person or group of persons: (a) who provides cable service over a cable system and directly or through one or more affiliates owns a significant interest in such cable system; or (b) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a cable system.

"**City**," when used to refer to a geographic area, means the City of Port Angeles, a political subdivision of the State of Washington, in its present incorporated form or in any later recognized, consolidated, enlarged, or *reincorporated* form; when used to refer to an action taken by an entity, the term refers to the governing body of the City of Port Angeles or any entity authorized to act on its behalf.

"Enabling Ordinance" or **"PAMC"** means the Ordinance of the City Council of the City of Port Angeles known as Port Angeles City Code Chapter 11.14 ("Telecommunication Facilities Within the Rights-of Way").

"Franchise Agreement" or **"Franchise"** shall refer to this contract between the City and the Franchisee, entered into in accordance with the terms of the Port Angeles City Code.

"Franchisee" means Wave Division III, LLC, the entity to which this Cable Franchise is granted by the Port Angeles City Council, and its lawful and permitted successors, assigns, and transferees.

"Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and some weekend hours.

2.2 All words appearing in this Franchise that are identical to the words defined in Section 2.1 shall have the meanings set forth in Section 2.1. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined herein shall be given the meanings set forth in the Cable Act, or if not defined therein, the meaning set forth in the PAMC Section 11.14.020, and, if not defined therein, shall be given their common and ordinary meaning.

SECTION 3. FRANCHISE -- LIMITATIONS

3.1 The Franchise does not confer rights other than as provided by this Franchise Agreement, or as mandated by Federal or State law.

3.2 No privilege or exemption is granted or conferred except those specifically prescribed herein.

3.3 The City may delegate its authority except as prohibited by State law, except the City Council shall have sole authority to conduct any required hearings regarding any alleged violations of this Franchise by Franchisee, and may not delegate any authority to issue any decision regarding such alleged violations to any other person or entity.

3.4. In addition to any immunities that the City may have under Federal or State law, and except as otherwise required by applicable law, the Franchisee shall have no recourse against the City for any loss, cost, expense, or damage arising out of any provision or requirement of this Franchise Agreement or Enabling Ordinance, or because of their enforcement or non-enforcement, except for claims arising from: (a) the City's breach of the Franchise Agreement; or (b) the gross negligence or willful misconduct of the City or its representatives.

3.5 The Franchisee shall at all times be subject to the lawful exercise of the police power of the City, and its other lawful authority.

3.6. This Franchise concerns the provision of Cable Services only. Nothing in this Franchise is intended to expand or contract the City's rights to regulate non-Cable Services nor the Franchisee's right to provide lawful services over its Cable System.

3.7 Nothing in this Franchise Agreement shall be read to create an expectancy of renewal or to in any respect entitle the Franchisee to renewal or extension of this Franchise, except as may be expressly required by applicable law.

3.8 Any privilege claimed under any Franchise by the Franchisee in any street or other public property shall be subordinate to any lawful occupancy of the streets or other public property prior to May 31, 2002, subject to the Port Angeles Municipal Code.

SECTION 4. NON-EXCLUSIVE FRANCHISE AND COMPETITION ENCOURAGED

4.1. This Franchise and the right it grants to use and occupy the public right of way is not exclusive and does not explicitly or implicitly: (a) preclude the issuance of other franchises to operate Cable Systems within the City; (b) affect the City's right to authorize use of the public right of way by other persons to operate Cable Systems; or (c) affect the City's right to itself construct, operate or maintain a Cable System.

SECTION 5. NO WAIVER

5.1 The failure of the City, upon one or more occasions, to exercise a right or to require compliance or performance under this Franchise or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing.

5.2 Waiver of a breach of this Franchise or the Enabling Ordinance is not a waiver of any similar or different breach. Neither the granting of this Franchise nor any provision herein shall constitute a waiver or bar to the exercise of any governmental right or power of the City, including without limitation the right of eminent domain.

SECTION 6. CUSTOMER PROTECTION

6.1 Customer Protection. The Franchisee hereby represents and warrants that it meets or exceeds the requirements for customer protection established by the City and attached hereto as Appendix C. The Franchisee agrees that it shall abide by the terms and conditions therein, as the same may be lawfully amended or supplemented from time to time and be subject to the remedies set forth in Sections 14 through 16 of this Agreement for violations of the customer protection standards, as amended or supplemented.

6.2 Privacy. The City and the Franchisee shall comply with applicable law regarding subscriber privacy and the collection and use of subscriber information.

6.3 Maintenance and Complaints.

A. The Franchisee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible.

B. Complaints from customers regarding cable service provided by Franchisee or regarding Franchisee's operations under the terms of the Franchise which are made or escalated to Franchisee's customer service center shall be logged. The Franchisee will maintain a summary

of complaints for three (3) years. Summaries of the complaints shall be provided to the City on request.

C. The Franchisee shall maintain and repair its facilities sufficiently to comply with this Franchise and the City's Customer Service Standards under normal operating conditions and to respond to subscriber complaints, loss of service, or requests for service.

D. All subscribers and members of the general public in the City may direct complaints and inquiries regarding the Franchisee's service or performance to the City. After the date of this Franchise, the City may establish a Cable Commission as a duly authorized City agency. In such event, subscribers and members of the general public in the City may direct complaints and inquiries to such Cable Commission. Franchisee will, in good faith, work with the Cable Commission to respond to such inquiries and complaints.

6.4 Non-Discrimination and Equal Employment Opportunity.

A. Throughout the term of this Franchise, the Franchisee shall fully comply with applicable law regarding equal employment opportunity. In the event the Franchisee is at any time determined by the FCC not to be in compliance with said FCC rules or regulations, the Franchisee shall notify the City within 15 days of its notice of such noncompliance from the FCC.

B. The Franchisee shall not, in its rates or charges, or in the availability of the services or facilities of its Cable System, or in any other respect, make or grant undue preferences or advantages to any subscriber, potential subscriber, or group of subscribers or potential subscribers on the basis of age, race, creed, religion, color, sex, national origin, marital status, sexual orientation, physical or mental disability, or political affiliation, nor shall the Franchisee subject any such persons or group of persons to any undue prejudice or any disadvantage. The Franchisee may offer promotional discounts to attract or maintain subscribers provided that such discounts are offered on a non-discriminatory basis to similar classes or types of subscribers throughout the Franchise Area. Subject to FCC rules and regulations, this section shall not prohibit the Franchisee from publishing different rates for different classes of subscribers, so long as the rates are identical for every subscriber in each class. Different rates may be offered to commercial or bulk rate subscribers.

C. The Franchisee shall not deny cable service to any group of potential subscribers because of the income of the residents of the area in which the group resides.

D. The Franchisee shall comply with all applicable federal, state, and local laws concerning the accessibility of its services to people with disabilities. All programming received by the Franchisee with closed-captioning shall be retransmitted by the Cable System including the closed-caption signal.

6.6 Parental Control Device. Upon request, the Franchisee shall provide parental control capability to any subscriber.

SECTION 7. SYSTEM FACILITIES, EQUIPMENT, AND SERVICES

7.1. Cable System Design and Functionality

A. As of the effective date of this Agreement, the Franchisee operates, maintains and makes available to all residents of the City its existing 750 MHz Cable System fed by means

of fiber optic cable deployed from the Franchisee's Headend to Franchisee's fiber optic nodes, tying into Franchisee's coaxial Cable System serving subscribers.

B. The Franchisee shall transmit all its Signals to Subscribers in stereo, provided that such Signals are furnished to the Franchisee in stereo.

C. Two-way activated capacity supporting interactive services, which may include but not be limited to digital video recorders, shall be operated and maintained in the Cable System.

D. The Headend has 24-hour backup power supply. Each node power supply has a minimum three-hour backup and hub sites and optical transfer nodes have three-hour backup power supplies. Such equipment has been constructed and will be maintained so as to cut in automatically upon failure of the commercial utility power, and to revert automatically to a standby mode when alternating current power returns and complies with all utility and other safety regulations to prevent the alternate power supply from powering a "dead" utility line in order to prevent injury to any person.

E. The Cable System delivers and shall continue to deliver throughout the term of this Agreement high definition ("HD") Signals.

F. Franchisee shall install and maintain necessary equipment to ensure that all closed captioning programming received by the Cable System shall include the closed caption signal as long as the closed caption signal is provided consistent with FCC standards.

G. Franchisee agrees to maintain the Cable System with sufficient capability and technical quality to comply with the requirements of this Franchise and which meets or exceeds current and future FCC technical quality standards at 47 C.F.R. § 76 Subpart K, or any future section so designed by the FCC.

H. The Franchisee shall comply with all applicable laws, as they may from time to time be amended, concerning system compatibility with Subscribers' consumer electronics equipment.

I. PEG Links/Video Feeds. On the effective date of this Franchise, the Franchisee provides and shall continue to provide throughout the term of this Franchise, subject to the terms of this Section 7.1.I, a dedicated fiber optic link between the Community Media Center ("CMC") operated by the City or through its Designated Access Provider ("DAP") and the Franchisee's cable system serving Port Angeles. This bi-directional connection will permit the City or its DAP to send and receive PEG signals from other locations served by PEG Links described in this Section 7.1.I and to send PEG signals to Franchisee for distribution as described in this Franchise.

1. Upon ninety (90) days written notice by the City, the Franchisee will provide dedicated fiber links (which may share fiber for all or a part of the route) which connect City Hall and the Port Angeles High School to the Community Media Center and Franchisee's headend and shall provide and maintain these links during the life of the Franchise, subject to the terms of this Section 7.1.I. These additional links will permit PEG signals to be sent to the CMC to permit control of the PEG transmission by City or its Designated Access Provider prior to distribution as described in this Franchise.

2. These links and any necessary signal transport and processing equipment (not production equipment) necessary to permit PEG signals to be transported from their point of origination to cable subscribers shall be provided by the Franchisee throughout the term of the franchise at no cost to the City or its Designated Access Provider. The parties agree that the

provision of these links shall not be deemed Franchise Fees. In the event that the City does not use an activated link described in this Section 7.1.I for transmission of PEG signals to Franchisee for a period of one (1) year, Franchisee may after providing written notification to the City decommission such link. A decommissioned PEG Link shall be reactivated by the Franchisee upon ninety (90) days written notice by the City. For purposes of clarity, the addresses of the CMC, the Skills Center and City Hall subject to the requirements of this Section 7.1.I are set forth in Appendix A to this Franchise.

7.2. Interconnection.

A. Interconnection of Franchisee's System. On the effective date of this Agreement, the Cable System operated by the Franchisee serving the City of Port Angeles receives a PEG feed from the City's designated Access Provider at a hub facility and sends the PEG feed to Port Angeles and other areas served by Franchisee or one of Franchisee's affiliates in Sequim, and unincorporated Clallam County. The Franchisee agrees that it shall at minimum maintain the level of interconnectivity described herein throughout the life of this Franchise. The interconnection shall be capable of receiving and delivering PEG access programming to the interconnected communities. There shall be no charge for the interconnection for PEG access programming.

B. Cooperation. The City understands that interconnection requires cooperation from other Cable System Operators. The City shall make every reasonable effort to assist Franchisee in achieving the cooperation necessary to realize interconnection.

C. Franchisee Not a Common Carrier. Nothing in this Agreement shall be deemed to require the Franchisee to assume the status of a common carrier as defined under applicable law.

7.3. Reserved

7.4. Cable System Upgrade.

Franchisee shall comply with City permitting processes and regulations during any future construction, rebuild, or upgrade of any portion of the Cable System.

7.5. Performance Testing.

A. Franchisee shall perform the following tests on its Cable System:

1. All tests required by the FCC; and
2. All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Franchise.

B. Franchisee shall maintain records documenting the results of its Cable System tests described above, performed by or for the Franchisee. Such test results shall be available for inspection by the City upon request with reasonable prior notice.

C. Tests may be witnessed by representatives of the City, and Franchisee shall provide the City reasonable notice of the time and place of each test. The City may conduct independent tests of the system for which the Franchisee shall give its fullest cooperation.

Franchisee shall be required to take prompt corrective measures to correct any system deficiencies and to prevent their recurrence.

7.6 System Inspections. The City may inspect the Franchisee's Cable System and any construction or installation work performed under this Franchise at City expense.

7.7 Other Construction Procedures. The Franchisee shall comply with federal, state, and local laws with regard to the construction and operation of the Cable System.

A. The Franchisee shall provide a semi-annual construction report to the City in a form reasonably acceptable to the City when major construction projects -- such as a Cable System upgrades, rebuilds, plant extensions of one mile or more, or interconnection projects -- are being undertaken.

B. The Franchisee shall notify City residents in any construction area at least one day in advance before first entering onto such resident's property to perform any work in conjunction with Cable System construction, and shall additionally notify affected residents in advance of any work which will involve excavation, replacement of poles, or tree trimming.

C. The Franchisee shall ensure that any contractor or subcontractor used by the Franchisee for work and construction, operation, or repair of Cable System equipment must be properly licensed under laws of the State and all applicable local ordinances.

D. The Franchisee shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with this Franchise Agreement and applicable laws, shall be responsible for all acts or omissions of contractors or subcontractors, shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor, and shall implement a quality control program to ensure that the work is properly performed. This section is not meant to alter tort liability of Franchisee to third parties.

E. The Franchisee shall make available as-built and design maps in an electronic format commonly used by the industry for the City's review at the local office of the Franchisee after the completion of system construction in any geographic area.

F. Within thirty (30) days of completion of Cable System construction in any geographic area, the Franchisee shall make available to the City upon reasonable request maps showing the actual location of additions or extensions to its lines.

7.8 System Maintenance.

A. Interruptions to be Minimized. Whenever possible, the Franchisee shall schedule planned maintenance so that activities likely to result in an interruption of service are performed during periods of minimum subscriber use of the Cable System. The Franchisee shall make best efforts to minimize interruptions of service consistent with reasonable and customary construction practices.

B. Maintenance Practices. In addition to its other obligations, the Franchisee shall use components of good and durable quality and follow high quality industry maintenance standards.

7.9 System Performance. The Cable System shall meet or exceed the standards set forth in 47 C.F.R. 76 subpart K ("FCC Standards"), as those standards may be in effect at all times.

7.10 Future System Upgrades/Rebuilds. The Franchisee shall throughout the Franchise term incorporate improvements in technology to reasonably meet the needs and interests of the community in light of the costs thereof.

7.11 Service Availability.

A. The Franchisee shall construct, operate, maintain and upgrade its Cable System so that it is able to provide service to all areas located in the Franchise Area described in Section 1.4 of this Franchise, subject to Section 7.11.B.1.

B. System Extension Requirements.

1. Franchise Area Boundaries. The Franchisee must extend service upon request for no charge other than the then-prevailing normal installation charge and/or the long drop charge where there is the equivalent of 20 homes per linear strand mile measured from the Franchisee's closest trunk line or distribution cable location.
2. Cost Sharing. In the event that a new subscriber requesting service does not meet the criteria for service described in Section 7.11.B.1. above, the Franchisee will extend its Cable System at commercially reasonable rates based upon the circumstances in place at the time.
3. Subscriber Drops. The Franchisee shall not assess any additional cost for service drops of one hundred fifty (150) feet or less unless the Franchisee demonstrates to the City's satisfaction that extraordinary circumstances justify a higher charge. Where a drop exceeds one hundred fifty (150) feet in length, the Franchisee may charge the subscriber for the difference between the Franchisee's actual costs associated with installing a one hundred fifty (150) foot drop and the Franchisee's actual cost of installing the longer drop.
4. Undergrounding of Drops. In any area where the Franchisee would be entitled to install a drop above-ground, the Franchisee will provide the subscriber the option to have the drop installed underground but may charge the subscriber the difference between the actual cost of the above-ground installation and the actual cost of the underground installation.
5. Time for Extension. The Franchisee shall extend service as described herein to any Person who requests it:
 - a. If the person requesting service is located in the Franchise area and service can be provided by activating or installing a drop to that location, service shall be provided within seven (7) days of the request;
 - b. If the person requests service in an area which does not meet the criteria described in 7.11.B.1, the Franchisee shall extend service based upon mutually agreed upon terms and schedule between the person requesting service and the Franchisee.

7.12 Public, Educational, and Government Use

A. Designated Access Provider. The City may designate a nonprofit organization incorporated in the State of Washington as a PEG access provider ("Designated Access Provider") to control and manage the use of any or all of the access channels and/or resources provided by the Franchisee under this Agreement.

B. PEG Access Channel Capacity. On the Effective Date of this Franchise, the Franchisee provides one (1) channel for PEG Access purposes. At any time after the third anniversary of the Franchise, the Franchisee shall, within one hundred and twenty (120) days after a written request by the City or the Designated Access Provider(s) ("DAP"), provide and activate a second access channel in the Franchise Area, for a total of two (2) activated access channels.

1. The bandwidth that is provided by the Franchisee for PEG Access purposes must be capable of transmitting signals in any commercially standard format and can be used to transmit video and audio signals and other information (including, by way of example and not limitation, any secondary audio, closed captioning, text, digital information, and high definition signals). The PEG Access Channels must be viewable by all subscribers regardless of the tier of service to which they subscribe without the need for any equipment other than the equipment that a subscriber requires to receive their chosen service tier. The PEG Access Channels shall have the same quality level and capacity, the same functionality, and in the same format as provided to the Franchisee by the City or its DAP without material degradation.

2. The City or its DAP shall provide the PEG Access Channel(s) in an HD format or any commercially available format. Franchisee shall transport and distribute the Access Programming without degradation to Subscribers. Franchisee shall provide all necessary equipment from: (1) the demarcation point at the origination location of the PEG Access Channel(s); (2) at its Headend and/or hub sites; and (3) throughout its distribution system to deliver the PEG Access Channel(s) to Subscribers.

3. Franchisee shall ensure that any PEG Access Channels can also be viewed by Subscribers in the signal format provided by the City/DAP to the Franchisee, regardless of the tier of service received by the Subscriber. PEG Access Channels shall have the same quality and functionality as local broadcast channels provided to Subscribers in that same format.

C. Requirements Regarding Rules and Procedures for Use of PEG Access Channels.

1. The Franchisee may not exercise any editorial control over the content of programming on the designated PEG Access Channels (except for such programming the Franchisee may produce and cablecast on the same basis as other PEG Access Channel users).

2. All programming transmitted over PEG Access Channels shall be noncommercial in nature. Program materials to be distributed on PEG Access Channels shall contain no advertising or commercial content for which consideration is received by the City or the DAP. The City and Franchisee agree that the City, the DAP, or an access program provider may include acknowledgements for persons or entities which sponsor or underwrite a program in a manner similar to the sponsorship information provided on the Public Broadcasting System.

D. PEG Channel Promotion. The Franchisee shall, throughout the term of this Franchise, provide the following promotional services, free of any charges:

1. Program schedule information for each PEG access channel shall be listed in all print and on-air program guides provided by the Franchisee to subscribers, in the same manner as the program schedule information for local broadcast cable channels are listed.

2. The parties acknowledge that the Franchisee contracts with a third-party electronic programming guide vendor ("EPG provider") to provide on-screen and on-line program listings. The Franchisee shall make available to the City or its DAP the contact information for that EPG provider. Franchisee shall inform the EPG provider that the City and its DAP are authorized to provide programming information for the PEG access channels. The City or its DAP shall be responsible for providing programming information to the EPG provider.

3. Once annually, the Franchisee shall allow the City or its DAP to submit a bill stuffer, created at the DAP's expense, to be inserted into all customer statements within the Franchisee's Cable System in the City. Franchisee may establish reasonable size restrictions for insertion in customer statements for use by the City or the DAP. In consideration of regulatory notification requirements, the Franchisee has final approval on the dates for insertion.

E. PEG Channel Locations.

1. The PEG Access Channels shall be located on Franchisee's Local Broadcast Service tier within reasonable proximity to each other and to local broadcast channels in the Cable System's channel lineup and available at no charge to the City and its DAP.

2. PEG Channel Relocation. In the event Franchisee is required by Federal law or regulation to change the channel number of the PEG Access Channels, Franchisee shall provide thirty (30) days advance notice to the City, the DAP, and its subscribers. Should Franchisee decide to change the channel number for any other reason, Franchisee shall notify the City, the DAP, and subscribers of such a discretionary change at least sixty (60) days prior to the date of the proposed change. The Franchisee shall use notification techniques such as inserts in subscriber billings, display advertisements in local newspapers and the customer messaging function of its set-top units to provide customers the new channel assignments. If the notification provided to the City and the DAP with regard to a discretionary move is consistent with the deadline listed above, the Franchisee shall pay a fee of one thousand dollars (\$1,000) to the entity designated by the City to manage the PEG access channel(s) being moved. If the Franchisee fails to provide notice consistent with the discretionary move deadline listed above, the Franchisee shall pay a fee of two thousand dollars (\$2,000). The channel relocation fee paid to the DAP shall be used to replace print materials, channel ID's, and other promotional materials (as well as other video materials) containing the old channel number(s), and to otherwise promote the new location of the channel. Franchisee will not move any of the PEG access channels more than once in a three-year period, unless required to by law or regulation.

F. PEG Access Grants and Support for Access Channels

1. Commencing on the effective date of this Franchise, the Franchisee shall pay to the City one percent (1%) of Franchisee's Gross Revenues derived from the operation of the cable system to provide cable services in the City, to be used by the City for PEG access purposes ("PEG Grant"). The City acknowledges that Franchisee may pass these fees through to subscribers.

2. Following the effective date of this Franchise, Franchisee shall make quarterly payments of the PEG Grant to the City, for the preceding quarter. Each quarterly

payment shall be due and payable no later than forty-five (45) days after the quarter ending date.

3. The Franchisee shall submit to the City a late fee on PEG Grant payments that are submitted after the due date as described above. Late fees for late payment of the PEG Grant shall be computed in the same manner as late fees for the late payment of Franchise Fees as described in Section 10.3 of this Agreement.

4. The PEG Grant shall be paid in addition to any other fees, charges, or assessments required by the City. Franchisee agrees that the PEG Grant made pursuant to this Section 7.12.F. does not fall within the definition of Franchise Fees and shall not be offset against Franchise Fees that the Franchisee owes under this Agreement.

G. Complimentary Cable Drops and Cable Service to Public Buildings.

1. The Franchisee shall provide one free cable drop, installation of that drop, any necessary equipment (e.g., converter) and subscription to the Local Broadcast tier or its equivalent to nine (9) public buildings designated by the City during the term of this Franchise. On the effective date of this Franchise, the Franchisee was fulfilling the above obligation by providing a complimentary cable drop, subscription to its Local Broadcast tier of service and one piece of customer premise equipment necessary to receive that service to the public agencies listed in Appendix B. Nothing in this section shall require Franchisee to require any further service, installation or equipment beyond that which was provided on the effective date.

2. The City may change the locations designated for complimentary cable drops from those listed in Appendix B by providing the Franchisee thirty (30) days written notice. The new locations shall be located within the Franchise Area and require no more than standard aerial cable drop to be served. Each location receiving such free drop and service may extend that service to other locations within each building, without an additional service charge provided that the Franchisee is not required to provide any additional equipment on a complimentary or discounted basis to these locations. Internal video distribution systems or other equipment used by such public facilities must comply with the FCC's signal leakage and signal quality standards and must not interfere with or adversely affect the Cable System.

3. The Franchisee shall provide one standard service drop, standard installation of that drop, one piece of customer premises equipment capable of receiving HD signals and Franchisee's Local Broadcast Service Tier to the DAP, to enable them to monitor the HD transmission and reception of PEG Access programming. The DAP may extend that service to other locations within the Community Media Center without an additional service charge, ~~provided that the Franchisee is not required to provide any additional equipment on a complimentary or discounted basis for these other locations.~~ Internal video distribution systems or other equipment used by such public facilities must comply with the FCC's signal leakage and signal quality standards and must not interfere with or adversely affect the Cable System.

H. General.

1. If Franchisee makes changes to its Cable System that necessitate modifications to PEG Channel transmission facilities and equipment (including but not limited to the upstream paths), Franchisee shall provide thirty (30) days advance notice of such changes to the City and its Designated Access Providers. In addition, Franchisee shall provide any additional or modified facilities or equipment necessary to implement such modifications within sixty (60) days of the date that the system changes are to be made, so that PEG signal transmission

facilities and equipment may be used and operated as intended and without interruption, including, among other things, transmission of live and taped communications to subscribers.

2. The parties agree that all payments and costs of services provided by the Franchisee to the City in support of PEG Access and other in-kind commitments shall not be deemed "Franchise Fees" within the meaning of Section 622 of the Cable Act (47 U.S.C. 542). Any PEG Access grants, support fees, or any in-kind services required by this Franchise are intended to conform to provisions of Section 611 of the Cable Communications Policy Act of 1984 as amended, and are not to be or to constitute Franchise Fees.

7.13 No City Control. During the term of this Franchise, the City may not prohibit the Franchisee from providing any program or class of programs, or otherwise censor communications over the Cable System, except that nothing in this section shall be read to authorize the Franchisee to engage in communications which are prohibited by law.

7.14 Emergency Alert System.

A. Franchisee shall, at all times during the term of the Franchise, provide and maintain an Emergency Alert system ("EAS"), consistent with applicable Federal laws and regulations including 47 C.F.R., Part 11, and any Washington State Emergency Alert Plan requirements. The EAS shall provide for activation from the City's emergency operations center or an alternate location specified by the City in writing and, upon written request of the City, Franchisee will cooperate with the City to test the emergency override system for periods not to exceed one minute in duration and not more than once every six months. If Franchisee elects to participate in the voluntary Washington State EAS plan and local operational plan, Grantee shall follow all required procedures. Notwithstanding the foregoing, FCC rules governing emergency alert systems shall take precedence if in conflict with this Section. The EAS shall meet all technical standards required by the FCC.

SECTION 8. CONSTRUCTION STANDARDS

8.1. This Franchise does not confer the right to place or maintain facilities in any particular location, or in any particular manner, or at all times in the rights of way or any other property occupied pursuant to this Franchise.

8.2. Without limiting the provisions of Sections 1-3:

A. ~~Franchisee agrees that its occupation of the rights of way and such property is subject to the supervision and control of the City.~~

B. Franchisee agrees to move, relocate or remove its facilities as directed by the City upon reasonable notice. If the Franchisee fails to relocate or remove its facilities as directed by the City within the time agreed, the City may perform the work required and Franchisee shall pay the reasonable cost thereof. In the case of an emergency, the City may move, relocate or remove Franchisee's facilities without notice to Franchisee. Except as specifically stated, any action that the Franchisee may be required to take shall be at Franchisee's reasonable expense.

C. The construction, installation, operation, and maintenance of the Cable System and all parts thereof shall be performed in an orderly and workmanlike manner. All such work shall be performed in and comply with all federal, state, and local laws, regulations and safety

requirements, including but not limited to the regulations of the FCC, the Federal Aviation Administration, and the National Electrical Safety Code.

In the event of a conflict among codes and standards, the most stringent code or standard shall apply (except insofar as those standards, if followed, would result in a Cable System that could not meet requirements of federal, state, or local laws; and except for such minor modifications as are typical in the industry). The City may adopt reasonable additional standards after consultation with the Franchisee as required to ensure that work continues to be performed in an orderly and workmanlike manner, or to reflect changes in standards that may occur during the Franchise term.

SECTION 9. RATE REGULATION

9.1 For rates subject to rate regulation by the City, all charges to subscribers and users shall be uniform throughout the franchise area with a written schedule of fees for all services offered available upon request. Notwithstanding the foregoing, nothing in this Franchise shall be construed to prohibit Franchisee from reducing or waiving rates and charges in conjunction with marketing and promotional campaigns, retention efforts or discounted rates and charges for the provision of services on a bulk subscription or similar basis. The Franchisee hereby agrees to provide each new subscriber with prices and options for programming services and conditions of subscription to programming and other services.

9.2 The City may regulate Franchisee's rates and charges, except to the extent that it is prohibited from doing so by Federal or State law.

9.3 The Franchisee will notify subscribers and the City of any proposed increase at least thirty (30) days before said increase is to become effective. The notice will list the FCC community identifier for the Cable System and the name, address, and phone number of a contact person or department at the City.

9.4 The City reserves the right to prescribe reasonable rates and order refunds, to the extent permitted by applicable Federal or State law.

SECTION 10. FRANCHISE FEES

10.1 The Franchisee shall pay to the City an amount equal to five percent (5%) of the gross revenues derived from the operation of its Cable System to provide cable services in the City, or the maximum amount permitted by Federal law, if larger.

10.2 If Cable Services subject to the Franchise Fee required under this Section 10 are provided to Subscribers in conjunction with non-cable services, Grantee shall allocate revenue for such bundled services between Cable Services and non-cable services in a fair and reasonable manner and not in any manner whose purpose is to evade or substantially reduce Grantee's Franchise Fee obligations to the City. The combined revenues from such bundled services shall be allocated consistent with PAMC 11.14.170 E 1 i.

10.3 Pursuant to PAMC 11.14.170, Franchise Fee payments due the City under this provision shall be computed at the end of each calendar quarter and shall be due and payable no later than forty-five (45) days after the end of the calendar quarter. Each payment shall be

accompanied by a statement of gross revenue for the quarter in a format to be agreed upon by the City and the Franchisee.

10.4 No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the Franchise by the Franchisee.

10.5 The Franchisee shall submit to the City a late fee on Franchise Fee payments which are received after the due dates as described in Section 10.3. For each day after the due date in Section 10.3, the late fee shall be total franchise fee amount that is considered late, times an interest rate, times the number of days late up to the date of payment to the City. The interest rate will be determined based upon the Wall Street Journal Prime Rate +3%, divided by 365, to be updated for each 90-day period that the payment is late. The total payment to the City will be the underpaid franchise fees plus late fees computed in accordance with the section. Any unpaid late franchise fees will continue to accrue interest in accordance with this section until such fees plus the appropriate interest are paid to the City.

10.6 The Franchise Fee shall be paid in addition to fees, charges, or assessments required by the City. The parties agree that all payments and costs of services provided by the Franchisee to the City in support of PEG Access and other in-kind commitments shall not be deemed "Franchise Fees" within the meaning of Section 622 of the Cable Act (47 U.S.C. 542) and shall not be offset against Franchise Fees that Franchisee owes under this Agreement.

10.7 The City may, no more frequently than once in any twelve (12) month period, conduct a financial review to verify Franchise Fee payments made by the Franchisee. The City may use an independent auditor provided that the auditor is subject to a nondisclosure agreement that is reasonably acceptable to the Franchisee. The Franchisee will provide the records required by the City in reasonably sufficient detail to conduct the financial review to the City, electronically or at a location directed by the City.

10.8 When the Franchise terminates for any reason (other than through the issuance of a renewal or superseding Franchise), the Franchisee shall file with the City within ninety (90) calendar days of the date its operations in the City cease, a financial statement certified by a certified public accountant or the Franchisee's chief financial officer, showing the gross revenues received by the Franchisee since the end of the previous fiscal year. Adjustments will be made at that time for Franchise Fees due to the date that the Franchisee's operations under the terminated Franchise ceased.

SECTION 11. PROTECTION OF CITY AND ENFORCEMENT -- PERFORMANCE BOND

11.1 Pursuant to the PAMC 11.14.160 K 11, the Franchisee shall establish in the City's favor a performance bond in the amount of \$250,000 to secure the faithful performance of its responsibilities under this Franchise and to include an amount necessary to cover the removal of facilities and/or restoration of City facilities within the right-of-way. The performance bond shall be issued by a corporate surety authorized to transact a surety business in Washington.

11.2 In the event the Franchisee fails to comply with its obligations under this Franchise, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the Franchisee, or the cost

of completing or repairing the Cable System construction, upgrade, rebuild, or other work, plus a reasonable allowance for attorneys' fees, up to the full amount of the bond.

11.3 The performance bond shall contain the following endorsement or a similar endorsement acceptable to the City:

"This bond may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the City, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

11.4 The performance bond required by this Section is in addition to, and not in lieu of, any bonds required consistent with the City's normal practices for similar construction projects.

SECTION 12. PROTECTION OF CITY AND ENFORCEMENT -- APPROVAL OF SURETIES: RELATION TO OTHER REMEDIES

12.1 Any insurance, bonds, security fund, and letter of credit required by this Franchise and the PAMC11.14.160 shall be issued, respectively, by an admitted insurer in Washington, acceptable to the City, and by a financial institution located in Washington acceptable to the City.

12.2 The provision and maintenance of any insurance, bonds, security fund and letter of credit shall not in any respect limit the Franchisee's duty to indemnify the City nor shall recovery of any amounts in any respect prevent the City from exercising any other right or remedy it may have under law or in equity.

SECTION 13. TERMINATION, REVOCATION, FORFEITURE

13.1 In addition to all other rights, powers, and remedies reserved by the City, the City shall have the additional, separate, and distinct rights to revoke the Franchise, or to shorten the term of the Franchise to a period not shorter than thirty (30) months from the date of the City's action shortening the term, or if the remaining term is thirty-six (36) months or less, half the remaining Franchise term, if:

A. the Franchisee defrauds or attempts to defraud the City or subscribers, or submits materially misleading or incomplete information to the City;

B. ~~the Franchisee attempts to evade any material provision of the Enabling Ordinance and the Port Angeles City Code or applicable law relating to the construction, operation, or repair of its Cable System;~~

C. the Franchisee violates any material provision of the Franchise or any material rule, order, or regulation enacted by the City Council in accordance with this Franchise;

D. the Franchisee abandons its Franchise (the Franchisee shall be deemed to have abandoned its Franchise if it willfully refuses to operate the Cable System as required by its Franchise, when there is no event beyond the Franchisee's control that prevents the operation of the Cable System, and where operation would not endanger the health or safety of the public or property).

13.2 In the event that the City believes that grounds exist for revocation, termination, or forfeiture of the Franchise, the City shall notify the Franchisee in writing and follow the process described in PAMC Chapter 11.14.120 Y-Z.

13.3 Upon revocation of the Franchise, or upon any other termination of the Franchise by passage of time or otherwise, the City shall have the right to require the Franchisee to remove, at the Franchisee's expense, its Cable System from streets, public property, and any private property occupied pursuant to the revoked, canceled, or terminated Franchise. The City shall notify the Franchisee in writing that the Cable System should be removed and identify any period during which the Franchisee will be required to continue to operate the Cable System as provided in Section 16. In removing its Cable System, the Franchisee shall refill and compact, at its expense, any excavation that shall be made and shall leave all streets, public property, and private property in as good a condition as that prevailing prior to the Franchisee's removal of the Cable System. The provisions of Section 14 of this Franchise Agreement and applicable sections of the Port Angeles City Code shall remain in full force and effect until the Cable System is removed.

13.4 Upon revocation or termination of the Franchise, the Franchisee may, if the City declines to acquire ownership of the Cable System pursuant to the Enabling Ordinance, sell or transfer the ownership of the Cable System, subject to the Port Angeles City Code, so long as such transfer of ownership is completed within one hundred twenty (120) days of the date of termination or revocation.

SECTION 14. REMEDIES -- LIQUIDATED DAMAGES

14.1 Because the Franchisee's failure to comply with certain provisions of this Franchise will result in injury to the City, and because it will be difficult to estimate the extent of such injury, the City and the Franchisee hereby agree to the following liquidated damages, which represent both parties' best estimate of the damages resulting from the specified injury. Damage amounts may be adjusted throughout term of Franchise by the City by resolution to take into account increases in the consumer price index. Franchisee waives any claim or defense that the liquidated damages provisions in this Agreement are unenforceable as a penalty or on the basis that they do not fairly approximate the actual damages caused by the breach. Prior to assessing liquidated damages, the City shall follow the "Notice and Duty to Cure" procedures contained in PAMC Chapter 11.14.120 Y-Z. Franchisee agrees that the liquidated damage amounts represent the damages to the City and are collectible by and payable to the City.

14.2 For failure to complete construction or extend service in accordance with the Franchise: ~~\$1,500/day for each day the violation continues;~~

14.3 For failure to comply with material requirements for PEG Access use of the Cable System: \$750/day for each day the violation continues;

14.4 For repeated, willful, or continuing failure to submit reports, maintain records, provide documents or information: \$500/day for each day the violation continues;

14.5 For violation of customer service standards: \$500 per violation per day;

14.6 For failure to comply with transfer provisions: \$1,500/day from the date of any unlawful transfer; and

14.7 For all other material violations for which actual monetary damages are not readily ascertainable: \$500/day for each day the violation continues.

14.8 The total amount of liquidated damages due in any twelve (12) month period shall not exceed \$25,000.

SECTION 15. REMEDIES -- CUMULATIVE

15.1 If the City elects to pursue liquidated damages under Section 14 above for a particular event, the liquidated damages shall be the sole and exclusive remedy of the City for that particular event. With respect to any event or cause for which the City does not pursue liquidated damages, the City reserves all remedies it may have under this Franchise Agreement, the Enabling Ordinance, law, and in equity. All remedies provided under this Franchise Agreement or the Enabling Ordinance shall be cumulative, unless otherwise expressly stated. The exercise of one remedy shall not foreclose use of another, nor shall it relieve the Franchisee of its obligations to comply with the Franchise. Remedies may be used singly or in combination. PROVIDED HOWEVER, the parties do not intend that the City be entitled to multiple monetary recoveries for a single damage or loss. Therefore, notwithstanding the number or nature of the remedies asserted with respect to monetary damage, the City is entitled to be made whole only once.

SECTION 16. REMEDIES -- CONTINUITY OF SERVICE

16.1 Subscribers in the Franchise Area may receive all available services from the Franchisee as long as their financial and other obligations to the Franchisee are satisfied.

16.2 In the event of the termination or transfer of the Franchise, the Franchisee shall ensure that all subscribers receive continuous, uninterrupted service regardless of circumstances in accordance with this Section 16. At the City's request, the Franchisee shall cooperate with the City to operate its Cable System for a 12-month temporary period (the "Transition Period") following termination or transfer of the Franchise as necessary to maintain continuity of service to all subscribers and shall cooperate in the development of plans required to ensure an orderly transition from one operator to another. During such Transition Period, the Cable System shall be operated consistent with the terms and conditions of this Franchise. During the Transition Period, the Franchisee shall be entitled to continue to charge and collect amounts from subscribers for the services provided.

16.3 Except for outages caused by a Force Majeure event, if the Franchisee fails to operate the Cable System for ninety-six (96) hours during any seven (7) day period without prior approval of the City, or if the System is abandoned as defined in Section 13.1.D, the City may, at its option, commence enforcement or termination proceedings pursuant to this Franchise.

16.4 Franchisee shall comply with applicable law regarding any removal of the Cable System. Notwithstanding anything to the contrary set forth in this Franchise, Franchisee may, with the consent of the City, abandon any underground Cable System property in place so long as it does not materially interfere with the use of the public rights-of-way in which such property is located or with the use thereof by a public utility or other Cable Operator.

SECTION 17. BOOKS AND RECORDS -- INSPECTION

17.1 The City may request information in the control or possession of the Franchisee, or its affiliates: (1) to enforce the City's rights or assess compliance with the Franchise and applicable law, other than subject matter addressed by the City's audit rights under Section 10.7 above; (2) in the exercise of any power the City may have under this Franchise or applicable law; or (3) as may be necessary in connection with any proceeding the City may or must conduct under applicable law with respect to the Franchisee's Cable System. Franchisee shall provide materials in response to such requests that are reasonably necessary to determine the matter at issue. Franchisee may provide these materials in electronic format.

17.2 Subject to PAMC Chapter 11.14.160.L., any applicable privacy provisions of the Cable Act, and Washington Public Records Act RCW 42.56, the Franchisee shall provide books and records for the purposes described above in Section 17.1 and the City shall keep such materials confidential to the fullest extent permitted by applicable law. Material that the City requires the Franchisee to produce under this section shall be produced upon reasonable notice, no later than 30 days after a written request for production or 45 days after such request if the request is made during the two-week period following the end of a calendar quarter. Requests for extensions of time to respond shall not be unreasonably denied. Franchisee shall provide all materials requested by the City electronically or in a manner and location to be agreed upon by the parties.

17.3 The Franchisee may request that the City treat records containing trade secrets or proprietary information as confidential under the Washington Public Records Act RCW 42.56. The Public Records Act and other applicable Federal and State laws shall govern the City's treatment of any such request.

SECTION 18. PERFORMANCE MONITORING

18.1 Triennial Review

A. During the years which commence on the third and/or sixth anniversaries of the effective date of the Franchise, and every third year thereafter, the City may commence a review of the Franchisee's performance under the Franchise. As part of this review, the City may consider: (1) whether the Franchisee has complied with its obligations under the Franchise and applicable law; (2) whether customer service standards, technical standards, or bond or security fund requirements are adequate, inadequate, or excessive; and (3) other issues as may be raised by the Franchisee, the City, or the public.

B. The City shall conduct at least one public hearing at a lawfully noticed City Council meeting to provide the Franchisee and the public the opportunity to comment on the Franchisee's performance and other issues considered as part of this review.

SECTION 19. MISCELLANEOUS

19.1 Time of Essence. In determining whether the Franchisee has substantially complied with the Franchise, the City and the Franchisee agree that time is of essence.

19.2 Effect of Preemption; Federal and State Law. If the City's ability to enforce any provisions of this Franchise is finally and conclusively preempted by Federal or State law, then the provision shall be deemed preempted but only to the extent and for the period the preemption is required by law. If, as a result of a subsequent change in law or the interpretation of that law,

the provision of this Franchise would again be enforceable, it shall be enforceable, and the Franchisee will comply with all obligations thereunder after receipt of notice from the City.

19.3 Force Majeure. The Franchisee shall not be deemed in default or non-compliance with provisions of its Franchise where such non-compliance was due to causes beyond Franchisee's control such as war, riots, civil disturbance, floods, other natural catastrophes, or similar events beyond the Franchisee's control, fire, vandalism, inability to obtain equipment, materials or other supplies due to strike, lockout, or work stoppage or any law, order regulation, direction, action or request of any civil or military governmental authority. Franchisee shall notify the City of the occurrence or existence of any of these events and the cessation of such event. The Franchisee agrees to take prompt and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with its Franchise without unduly endangering the health, safety, and integrity of the Franchisee's employees or property, or the health, safety, and integrity of the public, streets, public property, or private property.

19.4 Settlement and Release. As of the Effective Date of this Franchise Agreement, the prior Franchise is superseded and is of no further force and effect, and the City hereby waives and forever irrevocably releases Franchisee from any claims the City had, has or may have against Franchisee under the prior Franchise.

19.5. Consideration for Release. The parties agree that the all payments and costs of services provided by the Franchisee to the City in support of PEG Access and other in-kind commitments set forth in this Franchise Agreement are consideration given to the City by Franchisee in return for the City's release as set forth in Section 19.4 above, and therefore do not constitute franchise fees within the meaning of the Cable Act, 47 U.S.C. 542.

19.6 Written Notice. Notices shall be given as follows:

To the City:

City Manager
City Hall
321 E. 5th Street
Port Angeles, Washington 98362
with copies to:

To Franchisee:

Legal Department
WaveDivision Holdings, LLC
401 Parkplace Center, Suite 103
Kirkland, WA 98033

With copies to:

WaveDivision Holdings, LLC
c/o RCN Telecom Services, LLC
105 West First Street
South Boston, MA 02127
Attn: Regulatory Department

Notice shall be deemed given three (3) business days after posting with pre-paid postage, first class mail, or immediately upon hand-delivery to the person identified above, at the address specified above.

19.7 Indemnification.

A. Franchisee shall be responsible to the City for all damages, costs, losses, or expenses for the repair, replacement, or restoration of City's property, equipment, materials, structure and facilities if and to the extent damaged, destroyed or found to be defective as a result of Franchisee's negligence, willful misconduct, or strict liability.

B. Franchisee, hereby releases, waives, covenants not to bring suit against the City, its subcontractors, agents, representatives, assigns, officers, employees, and elected officials on any claim, demands, or causes of action, and judgements for: (1) damage to or loss of property of any person, (including, but not limited to Franchisee, its agents, officers, employees, directors and subcontractors, City's agents, officers and employees, and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income to any person except to the extent such damage loss death or bodily injury is caused by the sole and exclusive negligence or wrongdoing of the City.

C. Franchisee, for itself and its agents, employees, directors, officers, contractors and subcontractors, hereby agrees to defend, indemnify, and hold the City, agents, representatives, employees, officers, elected officials, assigns, contractors and subcontractors, harmless from and against any and all claims, demands, suits, causes of action and judgements, losses, damages, and costs, including without limitation, attorney's fees and the costs of litigation, for: (1) damage to or loss of property and/or (2) death, bodily injury, illness, disease, worker's compensation injury, loss of services, or loss of income to any person, to the extent the claims arise out of or result from the negligent acts or omissions, willful misconduct, or strict liability activity of the Franchisee, its agents, employees, directors, officers, contractors and subcontractors, and the agents and employees of said contractors or subcontractors as the proximate cause. The Franchisee further agrees to indemnify, defend, and hold harmless the City, its officers and employees from any and all claims, costs, judgments, awards or liability to the Franchisee's own officers and employees, including those claims to which the Franchisee might otherwise have immunity under title 51 RCW.

D. In the event that any claim or loss is found by a court of competent jurisdiction or administrative tribunal to be caused by the concurrent fault of both Franchisee and City, then each party shall be responsible to the extent found by such court or administrative tribunal.

E. Franchisee shall use its commercially reasonable efforts to ensure that the terms of each contract awarded to a contractor by the Franchisee for work in the public-rights of way or on City property to be undertaken pursuant to this Franchise shall contain indemnity and insurance provisions whereby the contractor shall indemnify City and provide insurance coverage to the same extent as described in PAMC 11.14.

F. The City shall be responsible to the Franchisee for all damages, costs, losses, or expenses for the repair, replacement, or restoration of Franchisee's property, equipment, materials, structured and facilities, if and to the extent damaged, destroyed or found to be defective as a result of the City's negligence, willful conduct, or strict liability.

G. The City, for itself and its agents, employees, officers, elected officials, contractors and subcontractors hereby agree to defend, indemnify, and hold Franchisee, its successors, agents, representatives, assigns, officers, employees, and contractors and subcontractors harmless from and against any and all claims, demands, suits, causes of action, and judgements losses, damages and costs, including without limitation attorney's fees and costs

of litigation for: (1) damage to or loss of the property of any person; and/or (2) death, bodily injury, illness, disease, worker's compensations, loss of services, or loss of income to any persons to the extent the claims arise out of or result from negligence acts or omissions, willful misconduct or strict liability of the City, its agents, employees, directors, officers, contractors or subcontractors and the agents and employees of said contractors and subcontractors as the proximate cause.

H. Either party shall give the other party prompt written notice of any claims or suits. Either party shall, at its sole cost and expense, have the right to investigate and defend same to the extent of its own interest.

19.8 Benefit to City. This Franchise shall be subject to the provisions of the Port Angeles City Code. In the event of a conflict between this Franchise and the City Code, the provisions which afford the greatest benefit to the City shall apply.

19.9 Third Party Right of Action. This Franchise does not confer any contractual rights of action on any persons or entity other than City and Franchisee. No third party has standing to enforce or sue under this Franchise.

19.10 Washington Law Applies. Except as to matters that are governed solely by Federal law, this Franchise will be governed by and construed in accordance with the laws of the State of Washington.

PASSED & APPROVED by the City of Port Angeles, Washington and approved by the City Council on this 15th day of January, 2019.

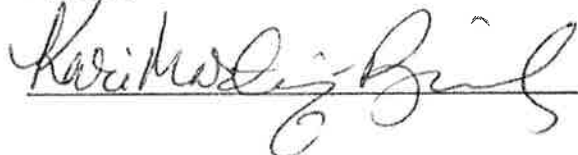
THE CITY OF PORT ANGELES, WASHINGTON

BY:



Nathan West, City Manager

ATTEST:



(City Clerk)

APPROVED this _____ day of _____, 2019

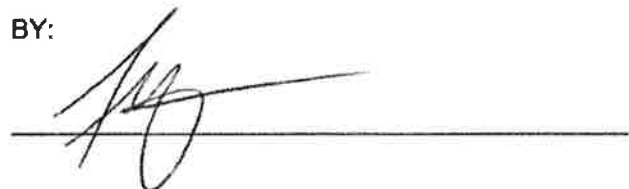
BY:



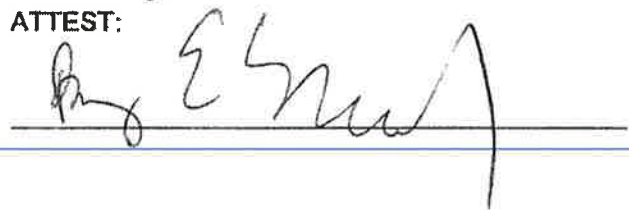
(City Attorney)

^{Division}
WAVE CABLE, III LLC,

BY:



ATTEST:



APPENDICES

A. PEG Links

B. Complimentary Cable Drops and Service

C. Customer Service Standards

APPENDIX A

PEG Links

Location	Address
City Hall	321 E. Fifth Street, Port Angeles, WA 98362
Port Angeles High School	304 E. Park Ave, Port Angeles, WA 98362
Community Media Center	215 S. Lincoln Street, Port Angeles, WA 98362

APPENDIX B

Complimentary Cable Drops and Service

Location	Address
City Hall	321 E. Fifth Street, Port Angeles, WA 98362
Police Dispatch	321 E. Fifth Street, Port Angeles, WA 98362
911 Center	321 E. Fifth Street, Port Angeles, WA 98362
Vern Burton Center	308 E. Fourth Street, Port Angeles, WA 98362
William R. Fairchild Int'l Airport	1402 Fairchild Airport Rd., Port Angeles, WA 98362
Peninsula College	1502 E. Lauridsen Blvd., Port Angeles, WA 98362
Senior Center	328 E. Seventh Street, Port Angeles, WA 98362
Fire Station	102 E. Fifth Street, Port Angeles, WA 98362
Port Angeles High School	304 E. Park Avenue, Port Angeles, WA. 98362
Community Media Center	215 S. Lincoln Street, Port Angeles, WA 98362

APPENDIX C

CUSTOMER SERVICE STANDARDS

The Franchisee shall comply with the following Customer Service and reporting requirements. These requirements include, but are not limited to, the requirements set forth in FCC regulations, including 47 C.F.R. §76.309, 47 C.F.R. §76.1602, and other applicable federal and state laws. To the extent the provisions of these Customer Service Standards differ from applicable FCC regulations or any applicable law, the provision or provisions that impose the highest standard or greatest legal duties or obligations upon the Franchisee shall take precedence, unless a different order of precedence is expressly set herein.

DEFINITIONS

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below:

"Cable Operator" shall have the meaning set forth in Section 602(5) of the federal Communications Act., 47 U.S.C. 522(5).

"Cable Services" shall mean (a) the one-way transmission to Customers of video programming, or other programming service, and (b) Customer interaction, if any, which is required for the selection and use of such video programming or other programming service.

"Cable System" shall have the meaning set forth in Section 602(7) of the federal Communications Act, 47 U.S.C. § 522(7).

"City" means the City of Port Angeles, Washington.

"Complaint" shall mean any issue raised by a Customer that is a violation of the Customer Service Standards notification of which has been made to the Cable Operator either through the Franchisee's Customer Service Center (as described in Section 2.1 below), Franchisee's customer support call center (as described in Section 3.2 below) or in writing sent to Franchisee's headquarters address.

"Customer" means any person who lawfully receives Cable Services or Other Services from the Cable Operator.

"Customer Service Representative" ("CSR") means any person employed by the Franchisee to assist, or provide service to Customers, whether by answering public telephone lines, writing service or installation orders, answering Customers' questions, receiving and processing payments, or performing other Customer service related tasks.

"Escalated Complaint" means a Complaint that is referred to a Cable Operator by the City.

"Franchisee" shall mean a Cable Operator who has been granted a franchise by the City of Port Angeles to provide Cable Services.

"Other Service" means any wire or radio communications service, including, but not limited to, any interactive television or Internet Service, provided through the use of any of the facilities of a Franchisee that are used in the provision of a Cable Service.

"Normal Business Hours" means the hours of 8:00 a.m. to 8:00 p.m. on Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday, excluding legal holidays.

"Normal Operating Conditions" means service conditions within the control of a Franchisee. Those conditions that are not within the control of a Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of a Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

1. Customer Service.

- 1.1. All officers, agents, and employees of the Franchisee, its contractors and subcontractors who are in contact with Customers by telephone, in writing, or in person shall:
 - 1.1.1. be courteous, knowledgeable and helpful; provide complete and accurate information; and deliver effective, timely and satisfactory service in all contacts with Customers;
 - 1.1.2. be fluent in English and able to communicate clearly with Customers in English; and
 - 1.1.3. (for those who are in personal contact with Customers at the Customer's premises) have visible identification cards bearing their name and photograph. The Franchisee shall account for all identification cards at all times. All CSRs shall identify themselves orally to callers immediately following the greeting during each telephone contact with the public. Every vehicle of the Franchisee used for providing services to Customers shall be clearly visually identified to the public as working for the Franchisee.
- 1.2. The Franchisee shall use its best efforts to make all customer services available in Spanish and other languages, in addition to English.
- 1.3. Trees and shrubs or other landscaping on a Customer's property that are damaged by Franchisee, or any employee or agent during installation or construction for the Customer or in the process of serving adjacent structures, shall be restored to their prior condition or replaced. Trees and shrubs shall not be removed without the prior permission of the owner of the property on which they are located.
- 1.4. The Franchisee shall, at its own cost and expense, and in a manner approved by the property owner and the City, restore any property to as good condition as before the work causing such disturbance was initiated. The Franchisee shall repair, replace or compensate all property owners for damages resulting from the Franchisee's installation, construction, service or repair activities for a Customer.
- 1.5. The Franchisee shall clean all areas surrounding any work site of debris caused by the Franchisee's activities and ensure that all cable materials are disposed of properly.
- 1.6. Satisfaction Guaranteed. The Franchisee shall guarantee Customer satisfaction for every Customer who requests new installation of Cable Services or Other Services or adds any additional programming service to the Customer's cable subscription by allowing for a risk-free discontinuation of unsatisfactory services. Any such Customer who adds Cable Services or Other Services to his or her account, and then requests discontinuation of such

service within thirty (30) days due to dissatisfaction with the service, shall receive a credit to his/her account in an amount equal to the pro rata charge for the remaining days of service following the request to disconnect. If a Customer subscribes to a service under a promotion that provides free service and chooses to disconnect during the promotion window, there shall be no charge of any kind for the service or for disconnection of the service. Upon a Customer's request, a Franchisee will promptly downgrade or disconnect the Customer from the Franchisee's Cable system.

2. Office Availability.

2.1. Franchisee will maintain a Customer Service Center within or near the City limits. The Customer Service Center will be open for walk-in traffic at least nine (9) hours per day (except legal holidays) Monday through Friday, with some evening hours, and at least six (6) hours on Saturday to allow Subscribers to pay bills, drop off equipment and to pick up equipment.

2.2. Each Franchisee will perform service calls, installations, and disconnects at least twelve (12) hours per day Monday through Saturday, except legal holidays, provided that a Franchisee will respond to outages twenty-four (24) hours a day, seven (7) days a week.

3. Telephones. All Call Response statistics shall be measured on the basis of call response statistics for all call centers that serve Subscribers. If the call centers serve Subscribers located in other communities, the Franchisee shall insure that call center representatives do not give priority or preferential treatment to Subscribers located in other communities.

3.1. Definitions of Call Response terms.

3.1.1. "Answer Time" is the interval between when the Franchisee receives a call and when an interactive voice response (IVR) or agent answers.

3.1.2. "Speed of Answer" is the amount of time between when the Customer is transferred into the agent queue from either an IVR or an agent and the time an agent answers.

3.1.3. "Calls Abandoned" is the percentage of calls in any agent queue that are abandoned, disconnected or dropped for any reason.

3.2. Each Franchisee shall establish a publicly listed local toll-free telephone number. The phone will be answered by a CSR twenty-four (24) hours per day, seven (7) days per week, so that the Franchisee can respond to requests for service, complaints, inquiries and outages as required herein.

3.3. Standards for Call Response.

3.3.1. Answer Time will not exceed thirty (30) seconds. Under Normal Operating Conditions, the Franchisee shall meet this requirement at least ninety (80) percent of the time measured on a quarterly basis.

3.3.2. The average Speed of Answer shall not exceed thirty (30) seconds. Under Normal Operating Conditions, the Franchisee shall meet this requirement at least ninety (80) percent of the time measured on a quarterly basis...

- 3.3.3. The percentage of Calls Abandoned shall not exceed three (3) percent under Normal Operating Conditions.

3.4. Customer Service Reports.

- 3.4.1. At the request of the City, a Franchisee shall submit reports on all Customer Service Standards identified herein during each successive calendar quarter for the term of the Franchise, except as otherwise might be provided herein. If a Franchisee's reports for two (2) quarters within a calendar year fail to demonstrate that the Franchisee has complied with any Customer Service Standard, the Franchisee shall thereafter submit monthly reports about performance of each such requirement until it reports three (3) consecutive months with less than five (5) percent deviation from any minimum required standard, unless the Franchisee demonstrates to the City's satisfaction that the deviation occurred when it was not operating under Normal Operating Conditions as defined in 47 C.F.R. §76.309, and the Franchisee submits a report to the City regarding the nature and duration of such non-Normal Operating Conditions.

- 3.4.2. Timing. A Franchisee shall submit quarterly reports if requested by the City within thirty (30) days after the close of the applicable reporting period. Each report shall include data from the applicable reporting period.

- 3.4.3. Compliance. If a quarterly report indicated that a Franchisee has failed to meet any of the minimum required standards, the Franchisee shall provide a written explanation of the deviation within ten (10) business days of the report, including steps being taken to cure the deviation, and the time expected to implement the cure. A Franchisee must cure within thirty (30) days unless a longer period is agreed to in writing by the City, which agreement shall not be unreasonably withheld.

- 4. Confirmation of Initial Service Request, Change in Service, or Disconnection. Promptly after a Subscriber request for initial service, for service changes/upgrades/downgrades, and/or for scheduling of service call, a Franchisee shall send electronically clear and concise written confirmation to the Subscriber. This confirmation should include the services chosen by the Subscriber including any up upfront costs, and a reasonable summary of the subscribers' regular bill including taxes and fees.

5. Scheduling Work.

- 5.1. All appointments for service, installation, or disconnection will be specified by date. Each Franchisee will set a specific time at which the work will be done, or offer a choice of time blocks, which will not exceed four (4) hours in length. A Franchisee may also, upon request, schedule service installation calls outside normal business hours, for the express convenience of the Customer.
- 5.2. If at any time an installer or technician is late for an appointment and/or believes a scheduled appointment time will be missed, an attempt to contact the Customer will be made before the end of the appointment window and the appointment rescheduled at a time convenient to the Customer.
- 5.3. Franchisee will offer to Subscribers who have experienced a missed appointments (where the missed appointments was due to the fault of the Franchisee) a credit on the Subscriber's bill in the amount of twenty dollars (\$20) or a substantially similar benefit.

- 5.4. If the Franchisee makes reasonable and no less than three (3) attempts to confirm an appointment during the scheduled appointment time or appointment window and is unsuccessful in obtaining such confirmation, the Franchisee may assume that the Customer has cancelled the appointment.
- 5.5 Under normal operating conditions, the service standards set forth in Sections 4.1-4.4 will be met at least ninety-five percent (95%) of the time, measured on a quarterly basis.
6. Service Standards.
- 6.1. Under Normal Operating Conditions, requests for service, repair, and maintenance must be acknowledged by a trained Customer Service Representative within twenty-four (24) hours, or before the end of the next business day, whichever is earlier.
- 6.2. A Franchisee will respond to all other customer inquiries (including billing inquiries) within twenty-four (24) hours of the inquiry or Complaint.
- 6.3. Under Normal Operating Conditions, repairs and maintenance for outages or service interruptions that are caused by Franchisee's equipment and that involve a loss reception on all channels or affect five (5) or more customers must be completed within twenty-four (24) hours after the outage or interruption becomes known to Franchisee, where the Franchisee has adequate access to facilities to which it must have access in order to remedy the problem.
- 6.4. Under Normal Operating Conditions, work to correct all other service problems must be begun by the next business day after notification of the service problem, and must be completed within five (5) business days from the date of the initial notification of a problem.
- 6.5. When Normal Operating Conditions do not exist, a Franchisee will complete the work in the shortest time possible.
- 6.6. A Franchisee will not cancel a service or installation appointment with a Customer after the close of business on the business day preceding the scheduled appointment, whichever is earlier.
- 6.7. Under Normal Operating Conditions, the service standards set forth in Sections 5.1 - 5.7 will be met at least ninety-five percent (95%) of the time, measured on a quarterly basis.
7. Disabled Services. With regard to Subscribers with verified disabilities that would prevent them from picking up or delivery equipment, upon Subscriber request, each Franchisee will arrange for pickup and/or replacement of converters or other Franchisee equipment at the Subscriber's address or by a satisfactory equivalent (such as the provision of a postage-prepaid mailer) at no charge to the Subscriber.
8. Notice to Subscribers regarding Service. A Franchisee will provide each Subscriber at the time service is installed, and annually thereafter in correspondence in a manner consistent with federal law, clear and accurate written information with regard to:
- 8.1. Products and services offered by a Franchisee, including its channel lineup;
- 8.2. Process and procedures for a service call, filing a Complaint, or requesting an adjustment (including when a Subscriber is entitled to refunds for outages and how to obtain them);

- 8.3. The telephone number and address of the City office responsible for administering the Cable Television Franchise;
- 8.4. Information regarding the current rates and charges for all services, products, and equipment provided by the Franchisee, Channel positions, delinquent Subscriber disconnect and reconnect procedures; information regarding the availability of parental control devices, the conditions under which they will be provided, and the cost (if any) to be charged;
- 8.5. Descriptions of any discounts, services, or specialized equipment available to Subscribers who are seniors or with disabilities; explaining how to obtain them; and explaining how to use any accessibility features;
- 8.6. Installation and service maintenance policies, including the Customer responsibilities for equipment;
- 8.7. Instruction on the use of cable TV service, remote control, and all other equipment provided by a Franchisee; and
- 8.8. Days, hours of operation, and locations of the Customer Service Centers.
9. Changes in Noticed Information. Franchisee will provide to the City (or designee) at least thirty (30) days in advance, and to all Subscribers at least thirty (30) days in advance, written notice of any material changes in the information required to be provided under these Customer Service Standards, except that, if federal law establishes a shorter notice period and preempts this requirement, the federal requirement will apply.
10. Truth in Advertising. Each Franchisee will take appropriate steps to ensure that all written Franchisee promotional materials, announcements, and advertising of residential Cable Services to Subscribers and the general public, where price information is listed in any manner, clearly and accurately discloses price terms and is in compliance with FCC Section 76.946. In the case of telephone orders, a Franchisee will take appropriate steps to ensure that price terms are clearly and accurately disclosed to potential Customers in advance of taking the order.
11. Interruptions of Service. A Franchisee shall inform Subscribers and the City three (3) days prior to any scheduled or planned interruption of service for planned maintenance or construction; provided, however, that planned maintenance that does not require more than one (1) hour interruption of service and/or that occurs between the hours of 12:00 a.m. and 6:00 a.m. will not require such notice to Subscribers. Notification to Customers of a planned outage may take the form of a door hanger, a message or insert into the monthly bill, or a telephone call, supplemented with on-screen messages announcing the planned outage. The Franchisee's Internet Service Customers may receive notification by e-mail to the address specified by the Customer.
12. Billing Statement.
 - 12.1. A Franchisee's monthly billing statement must be clear, concise, and understandable; must itemize each category of service and equipment provided to the Subscriber; and must state clearly the charges therefor. The Franchisee shall provide a due date on each bill that is at least 30 days from the beginning date of the applicable billing cycle. A monthly bill shall be issued to all customers regardless of balance due. The customer shall retain the option of whether to receive bills by mail or electronically.

- 12.2. The Franchisee shall respond to a customer's billing inquiry, general question, or comment made by telephone or e-mail within 48 business hours after receipt.
- 12.3. If a Customer's service bill is not paid by the due date the Franchisee may apply an administrative/late fee to the Customer's account. If the Customer's bill is not paid within 45 days of the beginning date of the applicable service period, the Franchisee may perform a "soft" disconnect of the Customer's service. If the Customer's service bill is not paid within 52 days of the beginning of the applicable service period, the Franchisee may disconnect the Customer's service, but only upon showing that it provided ten days' notice to the Customer that such disconnection may result.
- 12.3. An administrative/late fee may not be imposed unless the outstanding balance exceeds \$10.00 and late fees may not exceed \$10.00 per incident.
- 12.4. Subscribers will not be charged a late fee or otherwise penalized for any failure by a Franchisee, including failure to timely or correctly bill the Subscriber, or failure to properly credit the Subscriber for a payment timely made. Payments will be considered timely if postmarked on the due date.
- 12.5. A Franchisee's bill must permit a Subscriber to remit payment by mail, electronically, or in Person at the Franchisee's local office or at a listed drop-off location.
13. Credit for Service Impairment.
- 13.1. A Subscriber's account will be credited a prorated share of the monthly charge for the service upon Subscriber request if a Subscriber is without service or if service is substantially impaired for any reason for a period exceeding four (4) hours during any twenty-four (24) hour period.
- 13.2. A Franchisee need not credit Subscriber where it establishes that a Subscriber will obtain a refund for a loss of service or impairment caused by the Subscriber or by Subscriber-owned equipment (not including, for purposes of this Section 13.2, in-home wiring installed by Franchisee).
14. Billing Complaints. Franchisee shall provide an initial response or acknowledgement to all written billing Complaints from Subscribers within 48 hours of receipt of the Complaint and a final written response within thirty (15) days of receipt of the Complaint.
15. Billing Refunds. Refunds to Subscribers will be issued no later than:
- 15.1. The later of the Subscriber's next billing cycle following resolution of the refund request, or thirty (30) days; or
- 15.2. The date of return of all Equipment to Franchisee, if Cable Service has been terminated.
16. Credits for Cable Service. Credits for Cable service will be issued no later than the Subscriber's next billing cycle after the determination that the credit is warranted.
17. Disconnection/Downgrades.
- 17.1. A Subscriber may terminate service at any time.

- 17.2. If a Customer requests cancellation of any or all services, billing for affected services shall end on the same day, or on the future date for which the cancellation is requested. After the requested, cancellation date, the Customer shall not be responsible for cable services delivered. The Franchisee must refund any credit balance owed the Customer, less any owed or disputed amounts, within 30 days after the close of the Customer's billing cycle following the return of the equipment and request for cancellation. No period of notice before voluntary termination or downgrade of Cable service may be required of Subscribers by any Franchisee. There will be no charge for disconnection and any downgrade charges will conform to applicable law.
18. Security Deposit. Any security deposit and/or other funds due a Subscriber that disconnects or downgrades service will be returned to the Subscriber within thirty (30) days or in the next billing cycle, whichever is later, from the date disconnection or downgrade was requested except in cases where the Subscriber does not permit the Franchisee to recover its equipment, in which case the amounts owed will be paid to Subscribers within thirty (30) days of the date the equipment was recovered, or in the next billing cycle, whichever is later.
19. Disconnection due to Nonpayment.
- 19.1. A Franchisee may not disconnect a Subscriber's Cable service for non-payment unless:
- 19.1.1. The Subscriber is delinquent in payment for Cable service;
- 19.1.2. The Subscriber fails to pay the amounts owed to avoid disconnection by the date of disconnection; and
- 19.1.3 Franchisee has responded in writing to any pending written inquiry regarding the bill at issue.
- 19.2. If the Subscriber pays all amounts due, including late charges, before the date scheduled for disconnection, the Franchisee will not disconnect service. Service may only be terminated on days in which the Customer can reach a representative of the Franchisee either in person or by telephone.
- 19.3. The Franchisee will promptly reinstate service after disconnection (except as noted below) upon payment by the Subscriber in full of all proper fees or charges, including the payment of the reconnection charge, if any.
20. Immediate Disconnection. A Franchisee may immediately disconnect a Subscriber for any lawful reasons, including but not limited to:
- 20.1. The Subscriber is damaging, destroying, or unlawfully tampering with or has damaged or destroyed or unlawfully tampered with the Franchisee's Cable System;
- 20.2. The Subscriber is not authorized to receive a service, and is facilitating, aiding or abetting the unauthorized receipt of service by others; or
- 20.3. Subscriber-installed or attached equipment is resulting in signal leakage that is in violation of FCC rules.
- 20.4. Abusive behavior by Customer toward a Franchisee or a Franchisee's employee.

21. Deposits. A Franchisee may require a reasonable, non-discriminatory deposit on equipment provided to Subscribers. Deposits will be placed in an interest-bearing account, and the Franchisee will return the deposit, plus interest earned to the date the deposit is returned to the Subscriber, less any amount the Franchisee can demonstrate should be deducted for damage to such equipment.
22. Parental Control Option. Without limiting a Franchisee's obligations under Federal law, a Franchisee must provide parental control devices at no charge to all Subscribers who request them that enable the Subscriber to block the video and audio portion of any Channel or Channels of programming.
23. Escalated Complaint. Any Customer who is dissatisfied with any proposed disposition of a Complaint by a Franchisee or who has not received a decision within the required fifteen (15) day period shall be entitled to have the Complaint reviewed by the City.
 - 23.1. The Customer may initiate the review either by calling the City or by filing a written Complaint, by letter or in electronic form, together with a Franchisee's written decision, if any, with the City.
 - 23.2. The Franchisee must attempt to contact the Subscriber who is the subject of the Escalated Complaints within two business days of receiving the Escalated Complaint notice from the City.



AGENDA ITEM SUMMARY

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

12
3/15/21
49

Department: BOCC

WORK SESSION ☒ Meeting Date: 3/15/21

REGULAR AGENDA ☒ Meeting Date: 3/16/21

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 - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on March 30, 2021

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

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?** ☐

Park & Facilities – \$18,651

Non Departmental - \$15,000

Non Departmental - \$500

BOCC Operations - \$18,206

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

Approve the attached notice of debatable emergencies.

County Official signature & print name: _____

Handwritten signature of Morgann Halencak in blue ink.

Morgann Halencak

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: March 8, 2021

- * 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)

Budget Debatables 03-16-21
Revised: 3-04-2019



BUDGET RESOLUTION _____, 2021

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

Parks & Facilities – Additional funding for expenses related to COVID-19 for goods and services incurred in January and February, 2021 expected to be reimbursed through FEMA /\$18,651

Non Departmental

- Funding for relocation expenses for newly hired Department Head/\$15,000
- Additional funding for North Olympic Peninsula Resource Conservation & Development 2021 Membership Dues/\$500

BOCC Operations – Funding for additional hours for the BOCC Analysis position to be reimbursed by grant funds/\$18,206

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

1. A public hearing on the debatable emergencies listed above will be held March 30, 2021 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 16th day of March 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

Publish: March 21, 2021

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: February 22, 2021 ✓ **Budget Hearing/Meeting Date:** March 30, 2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.911. ✓	Budget Name	Parks & Facilities ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME <i>Fund</i>	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293	General Reserves	50800.00.0000 ✓	Ending Fund Balance	\$18,651
Total				\$18,651 ✓

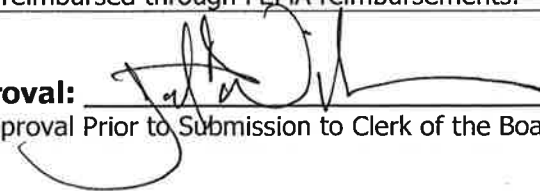
EXPENDITURES

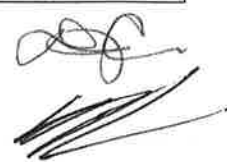
BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.911. ✓	Parks & Facilities ✓	57680.31.0035 ✓	Cleaning and Sanitation Supplies	\$185
00100.911. ✓	Parks & Facilities ✓	57680.31.0045 ✓	Building Supplies and Materials	\$750
00100.911. ✓	Parks & Facilities ✓	57680.41.1030 ✓	Personnel Services	\$17,716
Total				\$18,651 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To pay for additional expenses related to the Covid 19 virus event in Clallam County that were paid from the Parks and Facilities budget in 2021. This is to cover the goods and services expenditures incurred in January and February, 2021, and are expected to be reimbursed through FEMA reimbursements.

County Official Approval:  02/22/2021
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)



CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2/23/2021 ✓

Budget Hearing/Meeting Date: 3/30/2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.291 ✓	Budget Name	NonDepartmental ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	15,000
Total				15,000 ✓

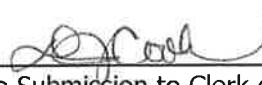
EXPENDITURES

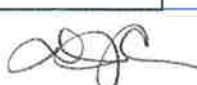
BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.291 ✓	NonDepartmental ✓	51420.49.0260 ✓	Relocation Expenses	15,000
Total				15,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding in the amount of \$15,000 to cover relocation expenses for newly hired Department Head.

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)




CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 3/08/2021 ✓

Budget Hearing/Meeting Date: 3/30/2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	19941.291 ✓	Budget Name	NonDept – Opportunity Fund ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19941.291 ✓	NonDept – Opportunity Fund ✓	50800.00.0000	Ending Fund Balance	500
Total				500

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
19941.291 ✓	NonDept – Opportunity Fund ✓	55210.41.0134 ✓	North Olympic Development Council	500
Total				500

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Additional funding is needed for the North Olympic Peninsula Resource Conservation & Development 2021 Membership dues.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

A handwritten signature in dark ink, appearing to be "J. Cole", written over a horizontal line.

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2/22/2021 ✓

Budget Hearing/Meeting Date: 3/30/2021 ✓

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- X ✓ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.241 ✓	Budget Name	BOCC Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	18,206
Total				18,206 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.241 ✓	BOCC Operations ✓	51160.10.0010 ✓	Regular Time	14,777
00100.241 ✓	BOCC Operations ✓	51160.20.0020 ✓	Benefits	3,429
Total				18,206 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Funding for additional hours for the BOCC Analysis position to provide analysis and grant functions originating from the BOCC. These additional hours will be reimbursed by grant funds.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Handwritten signature]

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AGENDA ITEM SUMMARY

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

13
3/15/21
yb

Department: BOCC

WORK SESSION ☒ Meeting Date: 03/15/21

REGULAR AGENDA ☒ Meeting Date: 03/16/21

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 - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on March 30, 2021

Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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?** ☐

Health and Human Services – Operations - \$11,822
Health and Human Services – Operations - \$14,582
Health and Human Services – Operations - \$411,368
Health and Human Services – Operations - \$27,953
Health and Human Services – Operations - \$601,269
Health and Human Services – Environmental Health - \$126,097
Health and Human Services – Developmental Disabilities - \$393,994
Health and Human Services – Administration - \$58,000
Superior Court - \$16,000
Superior Court - \$11,487
Sheriff - \$3,426

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve the attached notice of supplemental appropriations.

County Official signature & print name:  Morgann Halencak

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

Date submitted: March 8, 2021

- * 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)

Budget Supplementals 03-16-21
Revised: 3-04-2019



NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on March 30, 2021 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

Health and Human Services – Operations

- Additional funds from Department of Health Consolidated Contract amendment #19 for Opioid Prevention Program/\$11,822
- Additional funds from Department of Health Contract #19 for COVID-19 vaccine services/\$14,582
- Department of Health Consolidated Contract #19 extended to 12/2021 for professional services related to COVID-19 activities/\$411,368
- Department of Health Consolidated Contract #19 extended to 06/2021 for COVID-19 contact tracing activities/\$27,953
- Department of Health Consolidated Contract #19 extended to 06/2021 to expend COVID-19 LHJ CARES allocation/\$601,269

Health and Human Services – Environmental Health – Additional funds from Department of Health Consolidated Contract #19 for environmental water quality services in the onsite program/\$126,097

Health and Human Services – Developmental Disabilities – Additional funds from Department of Social and Health Services Developmental Disabilities biennial state contract/\$393,994

Health and Human Services – Administration – Additional funds from Department of Health Consolidated Contract #19 for salaries and benefits for providing public health services/\$58,000

Superior Court

- Additional funds for costs related to the Uniform Guardianship Act/\$16,000
- Reimbursement from Administrative Office of the Courts CARES Act for technology equipment due to COVID regulations/\$11,487

Sheriff – Emergency Services – Additional funds from Washington State Military Department for translator service costs for COVID-19 event/\$3,426

Copies of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: 16 March 2021

Mark Ozias, Chair

Publish: 21 and 28
Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2-19-21 ✓ Budget Hearing/Meeting Date: 3-30-21 ✓

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11301.511 ✓	Budget Name	HHS Operations
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	33393.13.6000 ✓	DOH Prescription Drug Overdoes Prevention	11,822
Total				11,822 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	56210.31.0010 ✓	Office Supplies	100
11301.511 ✓	HHS Operations ✓	56210.43.0010 ✓	Travel Business	1,000
11301.511 ✓	HHS Operations ✓	56210.41.0020 ✓	Professional Services	3,000
11301.511 ✓	HHS Operations ✓	50800.00.0000 ✓	Ending Fund Balance	7,722
Total				11,822 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Department of Health Consolidated Contract #19 adds funding for the Opioid Prevention Program. \$11,822 is being added to the 2021 budget. The remainder of the funding is already reflected in the 2021 budget.

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)




CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2-19-21' Budget Hearing/Meeting Date: 3-30-21

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11301.511	Budget Name	HHS Operations
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	33393.26.8015 ✓	DOH Covid-19 Vaccine Services	14,582
Total				14,582 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	56210.10.0500 ✓	Overtime	5,000
11301.511 ✓	HHS Operations ✓	50800.00.0000 ✓	Ending Fund Balance	9,582
Total				14,582 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Department of Health Consolidated Contract #19 adds funding to provide COVID-19 vaccine services through June, 2021.

County Official Approval: _____
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2-19-21 ✓ Budget Hearing/Meeting Date: 3-30-21 ✓

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11301.511 ✓	Budget Name	HHS Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	33321.01.9000 ✓	BITV COVID Ed LHJ Allocation	102,842
11301.511 ✓	HHS Operations	33397.03.6020 ✓	BITV COVID Ed LHJ Allocation - GARES	308,526
Total				411,368 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	56210.41.0020	Professional Services	205,684
11301.511 ✓	HHS Operations ✓	50800.00.0000 ✓	Ending Fund Balance	205,684
Total				411,368 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Department of Health Consolidated Contract #19 extends the end date for the county to expend funding to provide culturally and linguistically responsive testing, investigations, and contract tracking for Covid-19 activities from 12/2020 to 12/2021. The unspent balance of \$411,368 is being carried forward from 2020 into the 2021 budget.

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2-19-21 ✓ Budget Hearing/Meeting Date: 3-30-21 ✓

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11301.511 ✓	Budget Name	HHS Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	33393.32.3000 ✓	DOH ELC COVID-19	27,953
Total				27,953 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	50800.00.0000 ✓	Ending Fund Balance	25,953
Total				27,953 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Department of Health Consolidated Contract #19 extends the end date for the county to expend the LHJ ELC CARES allocation that was awarded in 2020 from December, 2020 to June, 2021 for COVID-19 contact tracing activities. The unspent balance of \$27,954 is being carried forward from 2020 into the 2021 budget.

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)



CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2-24-21 ✓ Budget Hearing/Meeting Date: 3-30-21 ✓

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11301.511 ✓	Budget Name	HHS Operations ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	33321.01.9010 ✓	DOH COVID-19 LHJ Local CARES	601,269
Total				601,269 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11301.511 ✓	HHS Operations ✓	56230.31.0020 ✓	Operating Supplies	2,500
11301.511 ✓	HHS Operations ✓	56230.31.0065 ✓	Food	35,000
11301.511 ✓	HHS Operations ✓	56230.35.5500 ✓	IT Equipment	20,000
11301.511 ✓	HHS Operations ✓	56230.41.0020 ✓	Professional Services	68,769
11301.511 ✓	HHS Operations ✓	56230.47.0090 ✓	Utilities	10,000
11301.511 ✓	HHS Operations ✓	56230.41.4410 ✓	Advertising	15,000
11301.511 ✓	HHS Operations ✓	50800.00.0000 ✓	Ending Fund Balance	450,000
Total				601,269 ✓

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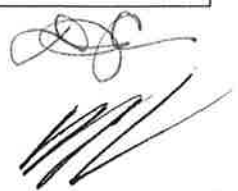
Revenue/Source and Expenditure totals must agree.

FEB 25 2021

REASON FOR BUDGET ACTION:

Department of Health Consolidated Contract #19 extends the end date for the county to expend the Covid-19 LHJ CARES allocation to June, 2021. The unspent balance of \$601,269 is being added to the 2021 budget.

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)



CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2-24-21 ✓

Budget Hearing/Meeting Date: 3-30-21 ✓

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
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Budget Number xxxxx.xxx.	00100.511 ✓	Budget Name	HHS Environmental Health ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS Env Health ✓	33366.12.3080 ✓	EPA NEPPIC Near Term Action	126,097
Total				126,097 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.511 ✓	HHS Env Health ✓	56260.41.0020 ✓	Professional Services	122,700
00100.511 ✓	HHS Env Health ✓	56260.42.0020 ✓	Postage	60
00100.511 ✓	HHS Env Health ✓	56260.31.0010 ✓	Office Supplies	649
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	2.688
Total				126,097 ✓

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CLALLAM CO. FINANCE

FEB 25 2021

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Department of Health Consolidated Contract #19 adds funding for environmental water quality services in the onsite program. \$126,097 is for use in budget year 2021 and the additional contract allocation of \$202,718 will be for use in budget year 2022.

County Official Approval: 
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

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CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2-24-21

Budget Hearing/Meeting Date: 3-30-21

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
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- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	11331.511 ✓	Budget Name	HHS - Developmental Disabilities ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11331.511 ✓	HHS – Developmental ✓ Disabilities	33404.68.1552 ✓	DSHS State Grant	369,219
11331.511 ✓	HHS – Developmental/ Disabilities	33404.68.1554 ✓	DSHS State Grant Administration	24,775
Total				393,994 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11331.511 ✓	HHS – Developmental ✓ Disabilities	56800.41.0350 ✓	Developmental Disabilities Services	369,219
11331.511 ✓	HHS – Developmental Disabilities ✓	50800.00.0000 ✓	Ending Fund Balance	24,775
Total				393,994 ✓

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CLALLAM CO. FINANCE

FEB 25 2021

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

DSHS Developmental Disabilities biennial state contract adds funding of \$55,391 for State Fiscal Year 21 which ends on June, 2021 and \$338,603 for the first half of State Fiscal Year 22 which ends December, 2021.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

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X **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds

— **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law

— **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase

Budget Reduction – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.513 ✓	Budget Name	HHS Administration ✓
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BUDGET NUMBER XXXXX.XXX.	DEPT NAME	BARS NUMBER XXXXX.XX.XXXX	ACCOUNT DESCRIPTION	AMOUNT
00100.513 ✓	HHS Administration ✓	33604.25.0000 ✓	DOH FPHS Services	58,000
Total				58,000

BUDGET NUMBER XXXXX.XXX.	DEPT NAME	BARS NUMBER XXXXX.XX.XXXX	ACCOUNT DESCRIPTION	AMOUNT
00100.513 ✓	HHS Administration ✓	56210.10.0010✓	Regular Time	34,120
00100.513 ✓	HHS Administration ✓	56210.20.0020✓	Benefits	23,880
Total			RECEIVED CLALLAM CO. FINANCE FEB 25 2021	58,000

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FEB 25 2021

Department of Health Consolidated Contract #19 adds funding for providing fundamental public health services. The increase of \$58,000 is to pay for salaries and benefits for the communicable disease programs and covid-19.

County Official Approval:

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2/10/21 ✓

Budget Hearing/Meeting Date: 3/30/21 ✓

- X ✓ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
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- **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.861 ✓	Budget Name	Superior Court ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.861 ✓	Superior Court	33401.20.0065 ✓	AOC Uniform Guardianship Act	16,000
Total				16,000

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.861 ✓	Superior Court	51221.41.0088 ✓	Minor Guardianship	16,000
Total				16,000

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Superior Court is asking for funds in the amount of \$16,000 to be entered into our 2021 budget in support of costs associated with the Uniform Guardianship Act (UGA) in connection with minor guardianship cases. An Interagency Agreement was entered by the Administrative Office of the Courts and Clallam County Superior Court for the time period of January 1, 2021, through June 30, 2021 in support of these funds.

County Official Approval: _____

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM CO. COMMISSIONERS

FEB 11 2021

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 2/25/2021

Budget Hearing/Meeting Date: 3/30/21

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
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- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

Budget Number xxxxx.xxx.	00100.861 ✓	Budget Name	Superior Court ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.861 ✓	Superior Court ✓	33401.20.0070 ✓	AOC JAVS Global Courtroom	\$11,487
Total				\$11,487 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserves ✓	50800.00.0000 ✓	Ending Fund Balance	\$11,487
Total				\$11,487 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Superior Court was approved a grant on 12/23/20 in the amount of \$11,487 for reimbursement of funds through the Administrative Office of the Courts CARES Act for the full balance of technology equipment needed for Superior Court employees to be able to work from home due to COVID regulations. This is additional grant revenue that is not yet budgeted for in 2021.

County Official Approval: [Signature]
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Signature]

Budget Hearing/Meeting Date: 03/30/2021 ✓

- | | | | |
|---------------------------------|-------------|--------------------|------------------------------|
| Budget Number xxxxx.xxx. | 00100.817 ✓ | Budget Name | Sheriff – Emergency Services |
|---------------------------------|-------------|--------------------|------------------------------|

BUDGET NUMBER XXXXX.XXX.	DEPT NAME	BARS NUMBER XXXXX.XX.XXXX	ACCOUNT DESCRIPTION	AMOUNT
00100.817 ✓	Sheriff – Emergency Services	33397.04.2040 ✓	Homeland Security COVID19 Emergency Mgmt	\$ 3,426
				\$ 3,426

BUDGET NUMBER XXXXX.XXX.	DEPT NAME	BARS NUMBER XXXXX.XX.XXXX	ACCOUNT DESCRIPTION	AMOUNT
00100.817 ✓	Sheriff – Emergency ✓ Services	52510.410020 ✓	Professional Services	\$ 3,426
RECEIVED				
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FEB 25 2021				
				\$ 3,426

Revised: J:\SDATA\BUDGETS\ 2021\Budget Changes\817 EMPG COVID19 033021.docx



MEETING INFORMATION

CLALLAM COUNTY BOARD OF COMMISSIONERS

meeting
Dnr
3/15/21
@ 1 PM

****ATTENTION****

In response to the current Governors order Clallam County has moved Phase 2 of the Healthy Washington Roadmap to Recovery Plan. To be in compliance with the Healthy Washington Roadmap to Recovery Plan the following general requirements for COVID safety for meetings held in the Board of Commissioners Board Room are as follows:

1. All attendees are encouraged to provide contact information on a sign in sheet which will be retained for 28 days for contact tracing purposes.
2. Public seating areas and Board member seating must be arranged to ensure physical distancing is maintained.
3. Meeting attendees must wear a proper face covering and maintain six feet of physical distance between other persons.
4. No food or drink should be consumed in the BOCC Board Room.
5. Meeting organizers shall clean or arrange to have cleaned high-touch surfaces before and after each meeting.
6. Hand sanitizing stations will be available in the BOCC Board Room.
7. Keep doors and windows open where possible to improve ventilation.
8. The Chair of the meeting shall ensure masking and social distancing practices are enforced and practices by all event attendees.

This meeting can be viewed on a live stream at this link: <http://www.clallam.net/features/meetings.html>

If you would like to participate in the meeting via BlueJeans audio only, call 408-419-1715 and join with Meeting ID: 875 561 784

If you would like to participate in the meeting via BlueJeans video conference, visit www.bluejeans.com and join with Meeting ID: 875 561 784

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or agores@co.clallam.wa.us.



DNR
3/15/21@
18m

January 28, 2021

The Honorable Mark Ozias, Chair
Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3000

Dear Commissioner Ozias:

To protect the safety of staff and community members across the state, the Washington State Department of Natural Resources has closed its offices to the public during the COVID-19 outbreak. However, DNR remains open for business, even with many of its staff working remotely. Please contact agency staff via phone or email as much as possible.

We are working to navigate through the disruptions to normal operations, and we appreciate your patience during this time of uncertainty. For further information on changes across the agency related to the COVID-19 outbreak, please go to dnr.wa.gov.

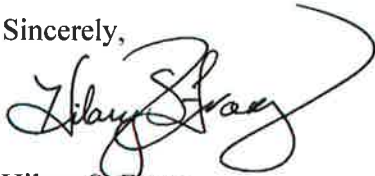
The Washington State Department of Natural Resources (DNR) manages approximately **93,301** acres of State Forest Transfer and Purchase Lands that benefit **Clallam** County. These lands generated **\$5,617,000** in **calendar year 2020**. Net value under contract for **calendar year 2021** is estimated at **\$4,959,000** from activities expected to occur under current contracts.

The income information in this report does not include anticipated revenues from additional planned activities (contracts harvests, leases, easements, etc.) for which contracts have not been finalized. These income estimates are net after the current agency management cost percentage has been applied.

Some counties receive portions of their income from leases and fees; however, the majority of income reflected in this report is derived from timber sales. As most revenue stems from timber sales, these projections can fluctuate depending upon when timber harvests occur. Market conditions, weather, contract requirements, and regulatory requirements influence timber purchasers' decisions about when to harvest.

I appreciate how necessary revenue is to the success of county functions. DNR consistently strives to ensure that we realize the maximum available income from the State Forest Transfer and Purchase Lands. Should you have any questions regarding this information, please contact **Mona Griswold, Olympic** Region Manager, at **360-374-2800** or at mona.griswold@dnr.wa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Hilary S. Franz", with a large, sweeping flourish extending from the end of the signature.

Hilary S. Franz
Commissioner of Public Lands

Enclosures

COUNTY INCOME REPORT
EXPLANATION OF TABLES
January 2021

Two categories of lands are managed by the Washington State Department of Natural Resources (DNR) specifically to benefit counties:

1. **State Forest *Transfer* Lands.** Lands acquired by counties through tax foreclosures were transferred to DNR to manage. Management fee rates are established by the Board of Natural Resources. Currently, counties receive 75 percent of the revenue from these lands.
2. **State Forest *Purchase* Lands.** State-issued bonds were used to acquire certain parcels from private owners. Typically, these forest lands had been severely logged and were in need of active management. Allocation of revenue from these lands was determined when purchase was authorized, as follows: 26.5 percent to the county in which the property is located; 50 percent to DNR for management expenses; and the remaining 23.5 percent to the State General Fund.

Nineteen counties include these types of State Forest Lands within their county boundaries.

Income from management activities on State Forest Lands is designated for allocation to several taxing districts in each county. Only a small amount is available to the county for discretionary use.

Revenue from State Forest Lands originates primarily from timber sales. These amounts vary widely as market conditions fluctuate. Smaller portions of revenue are derived from activities such as communication site leases, rights-of-way easements for utilities and roads, special forest products, special uses, and interest. Income will also vary with the number of revenue-generating activities within a given year. Variables responsible for high revenues in one year can lead to reduced income the following year.

- **Table 1** shows the annual revenue for each county from calendar year 2010 through calendar year 2020. This table illustrates the variability in total revenues from year to year.
- **Table 2** shows *projected* revenue for all 19 counties from all activities on State Forest Lands for calendar year 2021.
- **Table 2A** shows *projected* revenue for each timber sale on State Forest Lands *in your county* anticipated to occur for 2021 and beyond (enclosed if applicable).
- **Table 3** shows the volume and net value *under contract* as of December 31, 2020 that is *not currently scheduled for harvest until after December 2021* (enclosed if applicable).

Projections were developed by DNR region staff by contacting each timber purchaser that has rights to an upcoming sale. Purchasers were asked how much and when they planned to harvest the timber from each sale. These projected timber revenues should be considered *rough estimates only*; actual activity will depend on individual sale characteristics (species, volume, location, etc.), combined with outside market factors as determined by each purchaser.

The schedule of future timber sales from State Forest Lands in your county is available upon request from Department of Natural Resources' region staff.

Table 1. Revenue to Counties from State Forest Transfer and Purchase Lands (Calendar Years)

Updated: 1/12/2021

County	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020 Jan-Dec
Clallam	5,502,033	4,738,336	5,643,329	8,487,731	3,376,506	7,938,764	6,543,420	2,987,754	6,611,511	5,617,183
Clark	4,601,597	8,528,782	7,191,261	6,388,518	5,846,269	4,791,957	5,192,493	1,486,670	2,577,304	2,605,749
Cowlitz	1,534,691	1,557,816	1,598,498	1,067,106	4,025,043	1,358,909	1,358,770	1,417,984	68,780	1,706,749
Grays Harbor	1,991,750	2,168,671	1,075,212	875,687	1,245,311	2,838,170	1,881,541	1,151,469	1,608,663	2,503,031
Jefferson	3,082,453	740,481	661,568	1,085,477	2,906,961	1,603,428	1,085,544	2,573,648	1,632,243	3,495,847
King	2,474,997	1,112,153	741,392	2,818,269	952,755	2,397,790	905,021	1,245,122	4,708,952	1,613,241
Kitsap	55,958	877,589	743,958	293,314	851,397	824,969	1,130,540	556,973	1,566,788	444,966
Klickitat	209,403	559,355	289,623	215,737	352,380	26,797	25,551	10,947	518	(891)
Lewis	11,076,482	3,439,911	4,280,541	8,677,045	4,053,711	5,416,025	5,411,157	7,666,065	12,440,080	12,926,965
Mason	2,616,802	2,024,430	1,337,166	3,067,093	8,005,336	3,621,960	2,810,189	6,970,807	4,512,364	2,476,195
Pacific	2,547,153	441,369	3,446,724	1,267,286	1,227,526	2,653,344	1,387,737	3,505,380	4,651,968	1,511,182
Pierce	214,159	178,426	121,558	222,815	32,691	335,489	437,463	1,307,281	767,430	0
Skagit	11,679,594	9,093,422	5,976,604	7,452,783	7,425,535	8,592,232	14,533,379	15,534,103	11,695,390	8,582,680
Skamania	747,982	926,532	1,367,876	2,415,852	1,234,445	2,131,536	1,566,271	2,930,483	4,148,517	1,215,912
Snohomish	13,981,341	5,682,380	11,786,058	9,251,851	7,256,233	5,652,325	7,678,567	6,178,109	7,627,248	8,056,729
Stevens	59,973	64,654	69,322	70,725	63,533	94,918	90,768	110,709	96,010	103,852
Thurston	4,200,388	1,660,728	5,017,407	2,999,025	4,368,240	8,747,144	2,947,101	3,065,897	5,787,365	9,220,953
Wahkiakum	1,400,872	1,956,441	1,742,003	1,631,697	802,706	2,026,441	1,443,199	3,146,937	2,583,841	1,374,372
Whatcom	3,543,071	4,468,281	3,763,694	2,178,129	4,022,292	2,061,161	1,481,660	3,077,070	4,279,585	3,872,826
Totals	\$73,579,929	\$71,520,698	\$50,219,757	\$56,853,794	\$60,466,140	\$58,048,870	\$ 63,113,359	\$ 57,910,371	\$ 77,364,557	\$67,327,541

Note: Revenue is received daily by the Department of Natural Resources for activities on State Forest lands and deposited daily at the Office of State Treasurer. Effective February 1998 these monies are remitted to each county via wire transfer a minimum of four times per month. Due to the specific date monies are received by the Department and the cutoff dates used by the State Treasurer for wire transfers, the revenue for the current period may be different than actual remittances to date.

**Table 2. Total Projected Revenues to Counties from State Forest
Transfers and Purchase Lands ^{1/}**
(Dollars in Thousands)

County	January thru June 2021		July thru December 2021	
	High	Medium	High	Medium
Clallam	\$1,968.1	\$2,326.6	\$899.8	\$2,632.8
Clark	1,231.5	1,436.2	57.5	169.7
Cowlitz	10.2	10.2	214.4	214.4
Grays Harbor	2.6	836.0	0.6	904.4
Jefferson	9.0	9.0	9.0	9.0
King	3,945.1	4,043.2	110.0	404.3
Kitsap	288.6	530.7	29.2	29.2
Klickitat	3.0	85.9	0.5	17.1
Lewis	2,377.8	3,552.0	922.1	1,038.3
Mason	690.3	1,600.4	896.4	896.4
Pacific	4.5	744.2	652.1	1,374.4
Pierce	4.0	4.0	0.0	0.0
Skagit	2,621.1	4,390.0	86.2	350.2
Skamania	425.5	808.3	289.7	289.7
Snohomish	2,855.8	3,635.8	207.5	1,382.5
Stevens	30.3	30.3	73.4	73.4
Thurston	4,834.9	7,623.9	1,444.7	3,755.3
Wahkiakum	1.4	1.4	1,429.7	1,429.7
Whatcom	595.9	595.9	18.6	18.6
Totals	\$21,899.5	\$32,264.0	\$7,341.3	\$14,989.1

^{1/} High - 90 percent reliability that timber harvest will occur and stated revenue will be transmitted.
Medium - 50 percent reliability that timber harvest will occur and stated revenue will be transmitted.

Note: Projected revenues are based on timber purchaser's logging plans as of **December 2020**. These plans change with changes in the economy and the business needs of each purchaser. Department of Natural Resources' region staff should be contacted concerning possible fluctuations in timber harvest for sales currently under contract and the schedule of future sales on State Forest Lands in your county.

Table 2A. Projected Timber Harvest Revenues to **Clallam County** from State Forest Transfer and Purchase Lands by Legal Description
(Thousands of Dollars) ^{1/}

Sale App. Number	Sale Name	Expiration Date	Legal Description			January thru June 2021		July thru December 2021		Value Under Contract after Dec-21
			Section	Township	Range	High	Medium	High	Medium	
91527	Lone Spruce	10/15/21	23, 26, 27, 34	29N	14W	595.8	595.8	31.4	31.4	0.0
96309	Agate Bay VDT VRH	10/31/21	5 4, 6 19, 28-30	30N 30N 31N	8W 9W 8W	294.4	294.4	0.0	0.0	0.0
97154	Sadie Hawkins	10/31/21	32	31N	9W	0.0	0.0	57.0	57.0	0.0
97443	Park Line	10/31/21	12, 13	28N	13W	0.9	0.9	0.0	0.0	0.0
97814	Ozette	04/30/21	3, 10, 11, 15	29N	15W	285.4	285.4	0.0	0.0	0.0
98722	Boulderdash	10/31/22	24 2 34, 35	28N 29N 30N	15W 15W 15W	0.0	0.0	0.0	0.0	364.9
98878	Spruced Up	09/30/22	3 2, 23-26	29N 29N	13W 14W	107.6	107.6	53.8	53.8	53.8
99241	Whiskey Creek Limit	10/31/22	5, 9, 16, 22, 23	30N	8W	0.0	0.0	0.0	691.9	691.9
99255	South Chicago	10/31/22	5, 6 27, 28 29, 30, 31	30N 31N 31N	9W 8W 9W	548.1	548.1	0.0	342.6	251.2
99655	Flutterby	12/31/22	7, 8, 17, 18 33	30N 31N	7W 7W	0.0	0.0	512.2	512.2	56.9
100646	Kings Silver	10/31/22	28, 30, 33	30N	4W	0.0	170.0	0.0	510.0	170.0
100647	Good Golly	10/15/22	6, 22, 23, 27, 28	27N	13W	0.0	188.5	0.0	188.5	377.1
101114	Homeward	09/30/22	16-19, 21 1 31	28N 28N 29N	14W 15W 14W	0.0	0.0	0.0	0.0	136.6
Total						\$1,832.2	\$2,190.7	\$654.4	\$2,387.4	\$2,102.4

^{1/} High - 90 percent reliability that timber harvest will occur and stated revenue will be transmitted.
Medium - 50 percent reliability that timber harvest will occur and stated revenue will be transmitted.
Values are cumulative from high to medium probability.

Note: Projected revenues are based on timber purchaser's logging plans as of **December 2020**. These plans change with changes in the economy and business needs of each purchaser. Department of Natural Resources regional staff should be contacted concerning possible changes in timber harvest plans and for copies of sale area maps for specific locations of timber sales within the legal descriptions listed above.

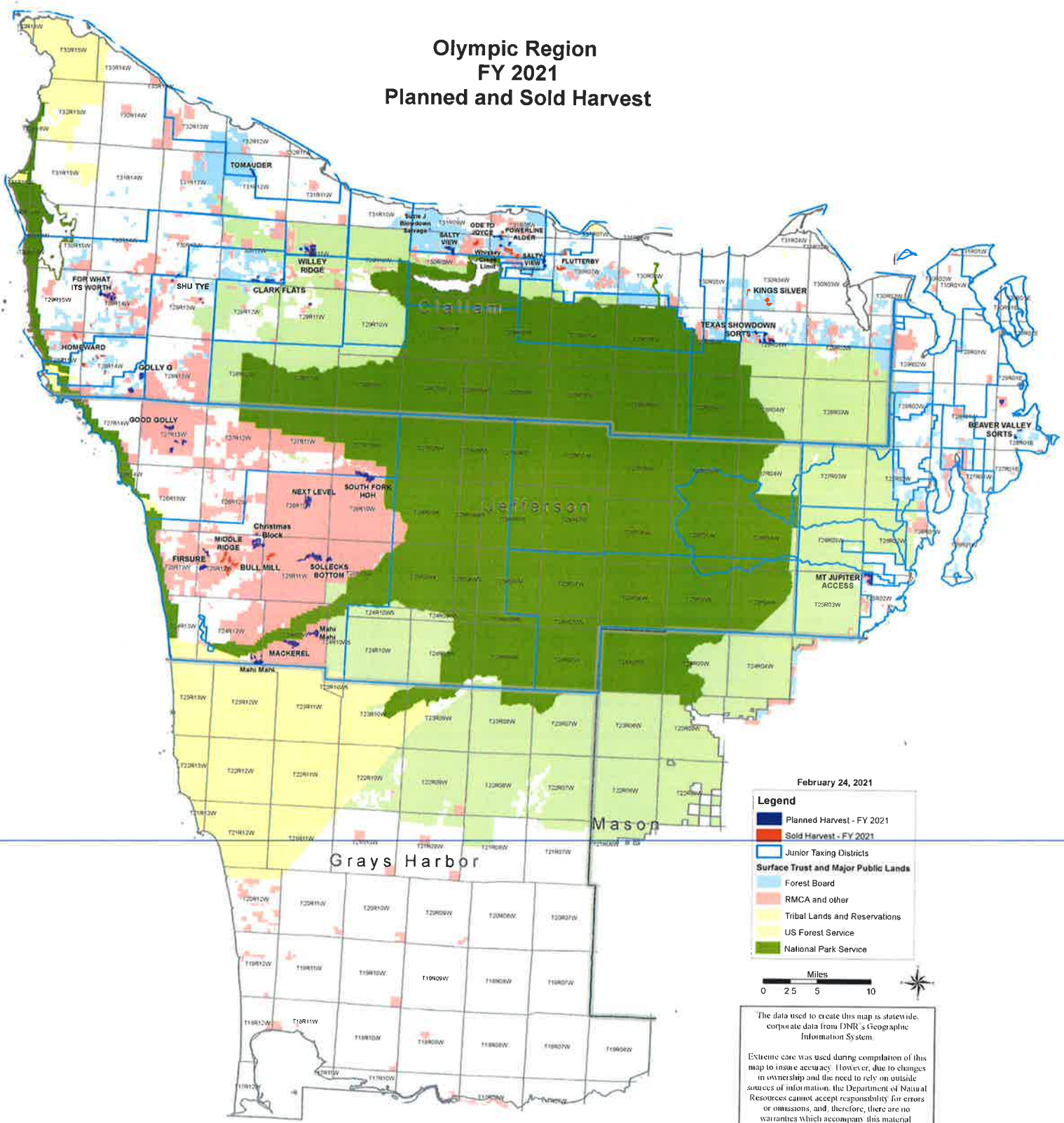
Table 3. Volume and Net Value of Timber under Contract on State Forest Transfer and Purchase Lands for Harvest after Calendar Year 2021 ^{1/}

County	Volume (mbf)	Net Value
Clallam	8,773	\$2,102,366
Clark	2,021	1,624,521
Cowlitz		0
Grays Harbor		0
Jefferson		0
King	4,137	1,147,877
Kitsap		0
Klickitat		0
Lewis	13,514	4,783,961
Mason		0
Pacific		0
Pierce	3,244	811,217
Skagit	13,714	4,686,572
Skamania	1,905	406,064
Snohomish	12,262	2,772,061
Thurston	1,833	560,203
Wahkiakum		0
Whatcom		0
Totals	61,402	\$18,894,841

^{1/} Counties currently receive **75%** of revenue from State Forest Transfer land and **26.5%** of revenue from State Forest Purchase land.

Note: The sales represented here are currently under contract as of **December 2020**. This timber could be harvested at any time depending on market conditions and business needs as determined by each purchaser. Sales to be sold in the future could provide additional revenue to your county. Department of Natural Resources' region staff should be contacted concerning future sale activity and dates.

Olympic Region FY 2021 Planned and Sold Harvest



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ, COMMISSIONER OF PUBLIC LANDS

CLALLAM COUNTY REVENUE PROJECTIONS FOR 2020 (ALL NUMBERS ARE ESTIMATES AND ARE SUBJECT TO CHANGE)																											
SALES CURRENTLY UNDER CONTRACT:																											
SALE NAME	CONTRACT NO.	SALE TYPE	SALE DATE	EXP. DATE	Total Volume	TOTAL VALUE	% COUNTY	Total Value to County	TAX DIST.		2017 TRANSFERS	2018 TRANSFERS	2019 TRANSFERS	1st Quarter		2nd Quarter		3rd Quarter		4th Quarter		Yearly Total Wired	SALE TOTAL WIRE TO COUNTY	2021 under contract			
														Projected	Wired to County	Projected	Wired to County	Projected	Wired to County	Projected	Wired to County						
Center 16 Thinning	C3000093097	Weight Scale	5/24/2017	10/31/2020	4659	\$908,709	19.99%	\$136,306	202- 74%		\$11,396	\$32,116	\$65,199	\$4,440	\$9,926	\$4,440	\$574	\$4,690	\$4,690	\$0	\$0	\$15,191	\$123,902	CLOSED			
									203- 26%		\$4,004	\$11,284	\$22,908	\$1,560	\$3,488	\$1,560	\$202	\$1,648	\$1,648	\$0	\$0	\$5,337	\$43,534				
TIMBER TIME THINNING	C3000095563	WEIGHT SCALE	12/13/2017	10/31/2020	3,395	\$1,145,128	47.74%	\$410,013	502- 100%		\$39,908	\$82,504	\$372,328	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$494,740	CLOSED			
COYOTE COUNTRY	C3000095692	LUMP SUM	1/24/2018	10/31/2020	5850	\$1,321,862	100.00%	\$991,396	302- 100%		\$0	\$94,911	\$187,106	\$150,000	\$364,364	\$115,005	\$103,397	\$253,738	\$253,738	\$0	\$0	\$721,499	\$1,003,516	CLOSED			
WEST TEXAS	C3000095601	LUMP SUM	2/21/2018	10/31/2020	5,445	\$2,302,581	13.23%	\$228,474	203-100%		\$0	\$22,371	\$0	\$0	\$0	\$104,000	\$67,198	\$80,000	\$139,264	\$0	\$0	\$206,462	\$228,833	CLOSED			
PLEASANT PUSH	C3000096665	LUMP SUM	5/23/2018	10/31/2020	6,042	\$2,131,406	71%	\$1,134,974	101- 15.55%		N/A	\$17,210	\$0	\$31,100	\$41,685	\$39,198	\$63,257	\$54,425	\$54,271	\$25	\$17	\$159,230	\$176,440	CLOSED			
									102- 84.45%		N/A	\$93,464	\$0	\$168,900	\$226,388	\$212,877	\$343,543	\$295,575	\$294,740	\$136	\$90	\$864,761	\$958,225				
AGATE BAY CT	C3000096309	WEIGHT SCALE	6/13/2018	10/31/2021	4,550	\$898,829	45.16%	\$304,433	153-100%		N/A	\$29,147	\$10,176	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,194	\$34,194	\$73,517	\$230,916			
OLD CROWN VRH VDT	C3000097258	WEIGHT SCALE	1/30/2019	10/15/2021	5,944	\$909,157	100%	\$681,867.75	302-100%		N/A	N/A	\$829,391	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$829,391	CLOSED			
PARK LINE	C3000097443	LUMP SUM	1/30/2019	10/31/2020	3,373	\$602,200	1.34%	\$6,052.11	503-100%		N/A	N/A	\$3,021	\$0	\$0	\$0	\$0	\$0	\$0	\$863	\$863	\$863	\$3,884	\$2,168			
FISHER COVE SORTS	MULTIPLE	SORT	3/27/2019	10/31/2019	1414	\$171,747	80.03%	\$103,087	152-31.24%		N/A	N/A	\$167	\$46,564	\$46,564	\$0	\$0	\$0	\$0	\$0	\$0	\$46,564	\$46,731	CLOSED			
									102- 68.76%				\$368	\$102,489	\$102,489	\$0	\$0	\$0	\$0	\$0	\$102,489	\$102,857					
OZETTE	C3000097814	LUMP SUM	4/24/2019	4/30/2021	3,814	\$682,226	100%	\$511,670	502-100%		N/A	N/A	\$0	\$0	\$226,230	\$0	\$0	\$0	\$0	\$0	\$172,093	\$398,323	\$398,323	\$113,347			
BURNT BLOCK	C3000097513	LUMP SUM	4/24/2019	10/31/2020	4239	\$1,034,137	14.88%	\$115,410	202-100%		N/A	N/A	\$0	\$15,000	\$7,819	\$30,000	\$27,633	\$80,000	\$68,795	\$11,163	\$0	\$104,247	\$104,247	\$11,085			
BLYN HILL SORTS	MULTIPLE	SORT	6/12/2019	6/30/2020	6022	\$2,071,064	100.00%	\$1,553,298	202-21.22%		N/A	N/A	\$0	\$117,771	\$117,771	\$0	\$236,667	\$0	\$0	\$0	\$0	\$354,438	\$354,438	CLOSED			
									203-78.78%				\$0	\$437,229	\$437,229	\$0	\$878,635	\$0	\$0	\$0	\$1,315,864	\$1,315,864					
TAYLOR FISH	C3000098721	LUMP SUM	8/28/2019	10/31/2020	1098	\$328,000	91.40%	\$238,948	202-100%		N/A	N/A	\$80,573	\$50,000	\$77,484	\$1,771	\$49,130	\$22,045	\$22,045	\$0	\$0	\$148,659	\$229,233	CLOSED			
BOULDER DASH	C3000098722	LUMP SUM	8/28/2019	10/31/2022	7202	\$924,000	55.74%	\$386,278	502-100%		N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,416	\$21,416	\$21,416	\$364,862			
SHUWAGAIN	C3000099285	SCALE	10/30/2019	10/30/2020	969	\$213,340	100.00%	\$160,005	503-100%		N/A	N/A	N/A	\$50,000	\$15,156	\$60,000	\$68,137	\$0	\$0	\$43,957	\$43,958	\$127,251	\$127,251	CLOSED			
SALT AND SAND	C3000099547	LUMP SUM	1/29/2020	10/30/2020	521	\$225,779.16	100%	\$169,334	102-100%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$150,000	\$152,745	\$16,589	\$16,589	\$169,335	\$169,335	CLOSED			
FALLS CREEK	C3000099249	LUMP SUM	2/26/2020	10/15/2022	6432	\$859,878	100.00%	\$644,908	302-100%		N/A	N/A	N/A	\$0	\$0	\$0	\$26,540	\$440,000	\$561,386	\$56,982	\$0	\$587,926	\$587,926	CLOSED			
FOOT TRAIL	C3000097642	LUMP SUM	3/25/2020	10/31/2022	6472	\$1,734,478	97.93%	\$1,273,931	101-100%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,273,931			
LONE SPRUCE	C3000091527	LUMP SUM	5/27/2020	10/15/2021	3650	\$881,233.50	75%	\$495,694	502-100%		N/A	N/A	N/A	\$0	\$0.00	\$0	\$0	\$0	\$0	\$125,000	\$422,954	\$422,954	\$422,954	\$72,740			
SPRUCED UP	C3000098878	LUMP SUM	5/27/2020	9/30/2022	7672	\$1,922,487.00	43%	\$620,002	502-100%		N/A	N/A	N/A	\$0	\$0.00	\$0	\$0	\$0	\$0	\$0	\$1,088	\$1,088	\$1,088	\$618,914			
SOUTH CHICAGO	C3000099255	LUMP SUM	6/17/2020	10/31/2022	8984	\$1,602,720.00	99%	\$1,190,020	153-100%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,190,020			
HOT LEAD SORTS	VARIOUS	SORT	6/17/2020	11/15/2020	4925	\$885,525.00	33%	\$219,167	503-100%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20	\$20	\$20	\$219,167			
WHISKY CK. LIMIT	C3000099241	LUMP SUM	8/26/2020	10/31/2022	9692	\$2,710,419.57	70.56%	\$1,434,354	102-9.05%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,883	\$5,883	\$5,883	\$1,369,353			
									153-90.95%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$59,118	\$59,118	\$59,118				
POWERLINE ALDER	30-100692	DIRECT SALE	9/10/2020	1/25/2021	156	\$14,384.85	100%	\$10,789	153-100%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$26,250	\$0	\$0	\$0	\$10,800			
FLUTTERBY	C3000099655	LUMP SUM	10/28/2020	12/31/2022	3282	\$1,005,001.00	76%	\$569,157	102-43.24%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$569,157			
									153-56.76%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
KINGS SILVER	C3000100646	LUMP SUM	10/28/2020	10/31/2022	3094	\$1,133,281	100%	\$849,961	202-100%		N/A	N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$849,961			
HOMEWARD	C3000101114	LUMP SUM	12/16/2020	9/30/2022	4527	\$1,267,000	79%	\$750,698	506-100%		N/A	N/A	N/A	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0	\$750,698			
TOTALS					118,896	\$28,619,573		\$14,439,528						\$55,308	\$383,007	\$1,571,237	\$1,175,053	\$1,676,593	\$568,851	\$1,864,913	\$1,382,121	\$1,553,324	\$280,964	\$778,283	\$5,873,112	\$7,882,665	\$6,896,421

ALL NUMBERS ARE ESTIMATES AND ARE SUBJECT TO CHANGE
All revenue figures are for calendar years, and already have DNR management fees deducted.

	2020 TOTAL
All Revenue:	\$6,328,602.00
Non-timber:	\$455,490.00
Com. Sites	\$388,490.00
ROW/RUP	\$54,439.00
SPECIAL FOREST PROD.	\$12,561.00
Timber:	\$5,873,112.00