



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, March 8, 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. Clallam Conservation upcoming project discussion

Discussion 

Community Development

3. Aquatic Lands Conservation License agreement with Washington State Department of Natural Resources regarding Lower Dungeness River Floodplain

License agreement 

Board of Commissioners

4. Washington State Association of Counties discussion on legislation with law and justice – 9:30 a.m.

Discussion 

5. U.S. Forest Service Title II funding presentation – Tom Mix and Larry Baysinger – 10 a.m.

Discussion 

Continued Work Session - 1 p.m.

6. USDA Forest Service discussion

Discussion 

General Discussion/Items for Future Agendas

- A. Charter Review Commission recommendation (March 15)
- B. Department of Natural Resources quarterly report (March 15 at 1 p.m.)
- C. Commissioners Conversation Meeting – Topic TBD (April 5 at 7:30 a.m.)
- D. Continued Work Session – Topic TBD (April 12 at 1 p.m.)
- E. Charter Review Commission recommendation hearing (April 6 at 10:30 a.m.)
- F. Charter Review Commission recommendation hearing (April 12 at 1 p.m.)
- G. Charter Review Commission recommendation hearing (April 13 at 10:30 a.m.)
- H. Charter Review Commission recommendation hearing (April 19 at 1 p.m.)
- I. Joint Meeting with the Port of Port Angeles (April 26 at 11 a.m.) – Location TBD
- J. Noise Ordinance (TBD)

EXECUTIVE SESSION

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

- Other items may be added at the discretion of the Board and additional Work Sessions may be scheduled if more time is needed to allow for adequate discussion.

- Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board.
- Copies of public documents from Board meetings are available by contacting the Public Records Department.



AGENDA ITEM SUMMARY

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

2
3/8/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 3-8-21 - 9:00 a.m.

REGULAR AGENDA ☐ Meeting Date:

Item summary:

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

Executive summary:

Commissioner Peach has invited Meghan Adamire – Clallam Conservation District and Cathy Lear – Clallam County to update the Board of Commissioners on upcoming projects
Clallam Conservation District will present on a culvert project seeking funding at milepost 16.1 on the USFS 2900 Road in the Sitkum watershed, as well as upcoming and recently implemented projects designed to protect water quality in the Sitkum River.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners Meghan Adamire – Clallam Conservation District, and Cathy Lear – Clallam County

Relevant Departments: Board of Commissioners

Date submitted: February 26, 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)

Sitkum FS Rd 2900 Milepost 16.1 Culvert Replacement



Sitkum FS Rd 2900 Milepost 16.1 Culvert Replacement



Project Sponsor

Clallam Conservation District

Meghan Adamire – Conservation Planner

Project Partners

USFS (Landowner)

Wild Salmon Center

Betsy Krier – Fish Habitat Specialist

Trout Unlimited

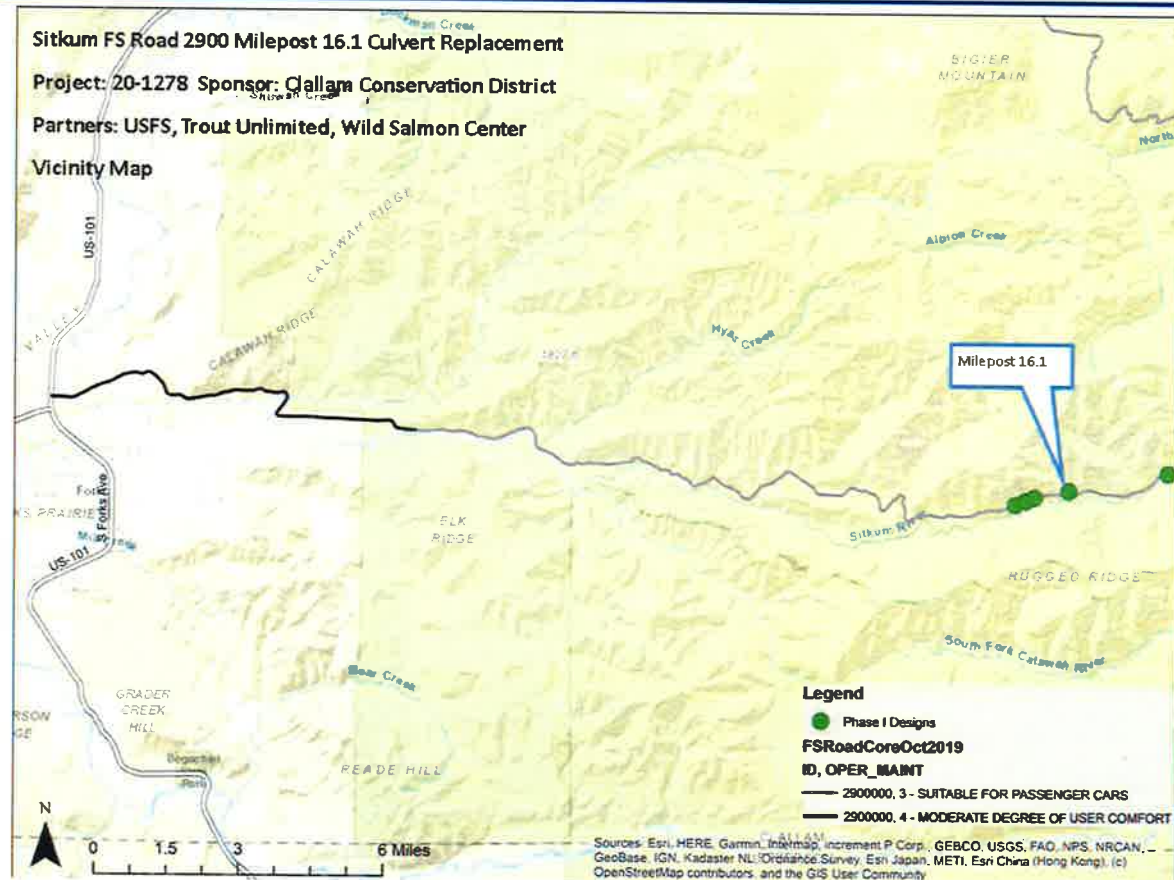
Luke Kelly – Restoration Project Manager



Project Location: WRIA 20, Sitkum River Sub-watershed



- Quillayute Basin
- Calawah Watershed
- Sitkum Sub-watershed
- FS RD 2900 - main access into heart of local public lands
- Sitkum and Calawah provide vital salmon and steelhead habitat



Project Background: Why Here?



- Record of assessments and plans that document condition and restoration need.
- Highlight history of road related failures that degrade habitat conditions, cause emergency road closures, and are costly to fix.
- Document needed actions to improve watershed condition, including road upgrades along the 2900 road.

1998 Sitkum and South Fork Calawah
Watershed Analysis

2010 Sitkum and South Fork Calawah
Watershed Restoration Summary

2011 Calawah Watershed Restoration
Plan

2012 Sitkum Sub-watershed
Restoration Action Plan

Project Background: Threat of Mass Wasting

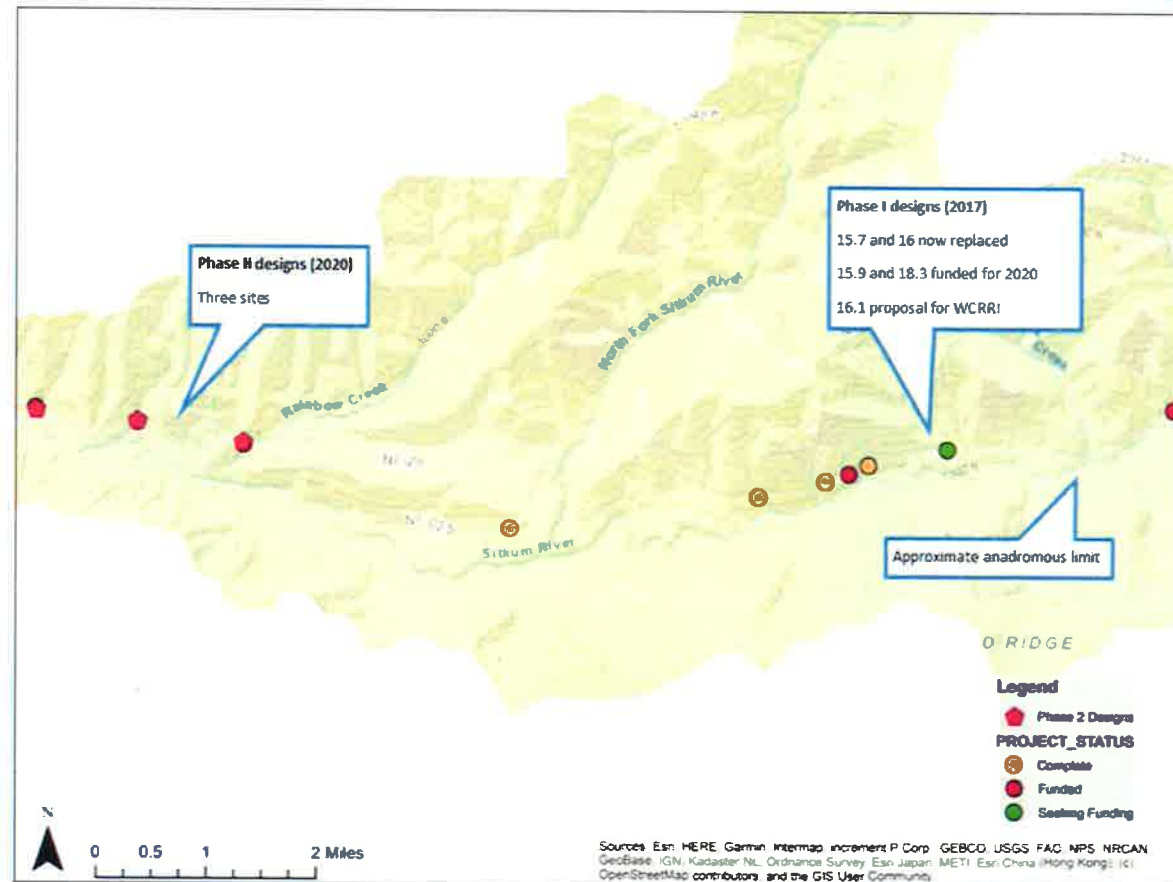


A few tenths of a mile away...

Project Background: Partnership Success



- Partnership Progress on Sitkum Restoration Action Plan “Essential Projects”
- Completed - MP 15.7 & 16.0 (USFS funds)
- Funded for construction in 2021 – MP 15.9 (RCO) & 18.3 (USFS)
- MP 16.1 is the only unfunded project from Phase I designs.



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, OpenStreetMap contributors, and the GIS User Community

Project Goals and Objectives



- **Implement culvert replacement at milepost 16.1**
 - Project is ready to proceed using construction ready designs and a contract package funded from a previously funded SRFB grant.
 - Project is expected to be implemented within 2 years of funding.
- **Replacement of the culvert will maintain water quality and spawning and rearing conditions for all salmonid species in the Sitkum River**
 - Steelhead
 - Coho
 - Chinook
 - Sockeye
 - Chum
 - Cutthroat
 - Rainbow trout



Project Details



- Completed project will:
 - Accommodate increased flows anticipated from climate change
 - Allow for more natural wood, sediment, and nutrient transport
 - Address unnatural erosion currently taking place at the outlet
 - Prevent road-related mass-wasting event
- Implementation and replacement of this road crossing will prevent a failure that would negatively affect water quality and fish habitat in the Sitkum River.
- This single project is one of many in the Sitkum Sub-watershed that will contribute to improved watershed health.

Cost Estimate



Funding Estimate

Mobilization = \$15,000

Construction = \$168,060

Materials = \$284,760

Admin. = \$6,000

TOTAL = \$473,820

Funding Provided by USFS (not reported in PRISM)

Construction Supervision = \$9,320

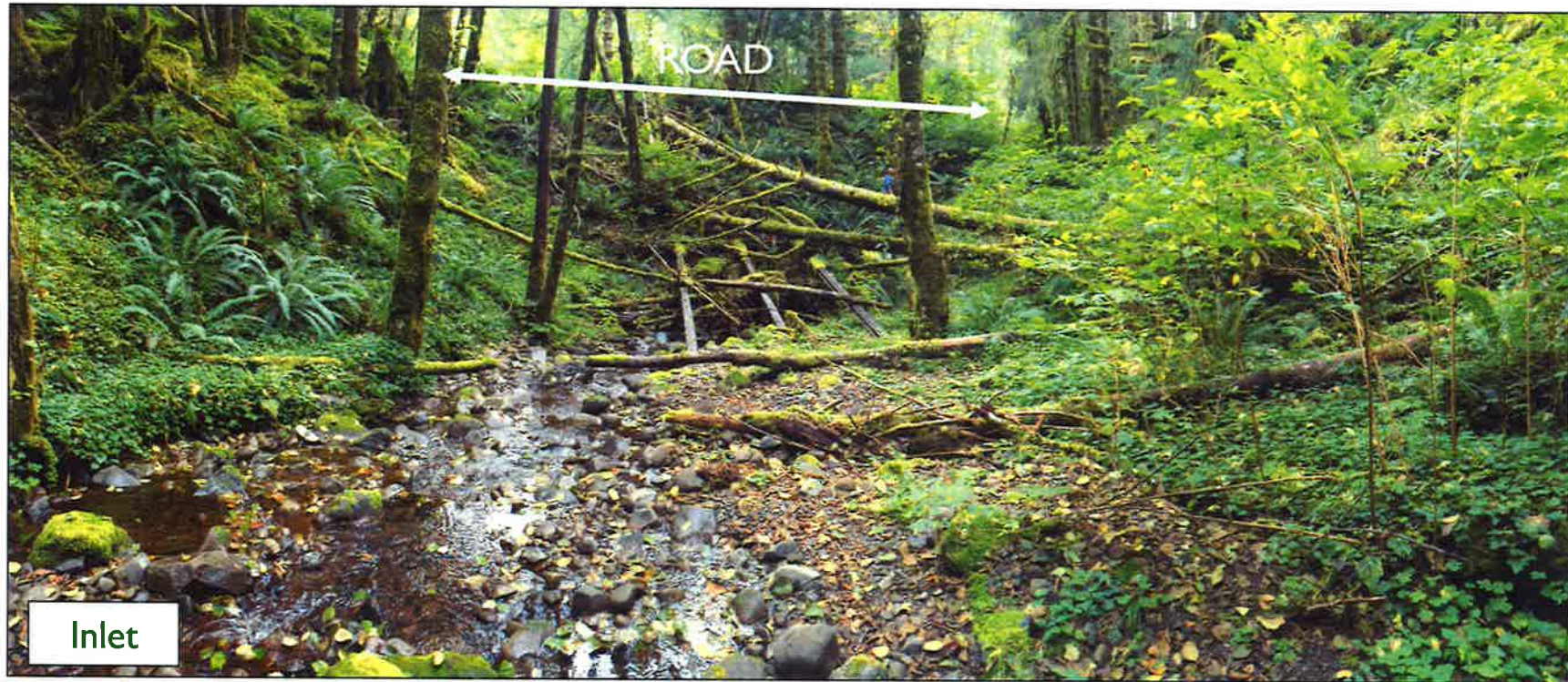
Other (environmental clearance) = \$8,000

Obtaining Permits = \$1,000

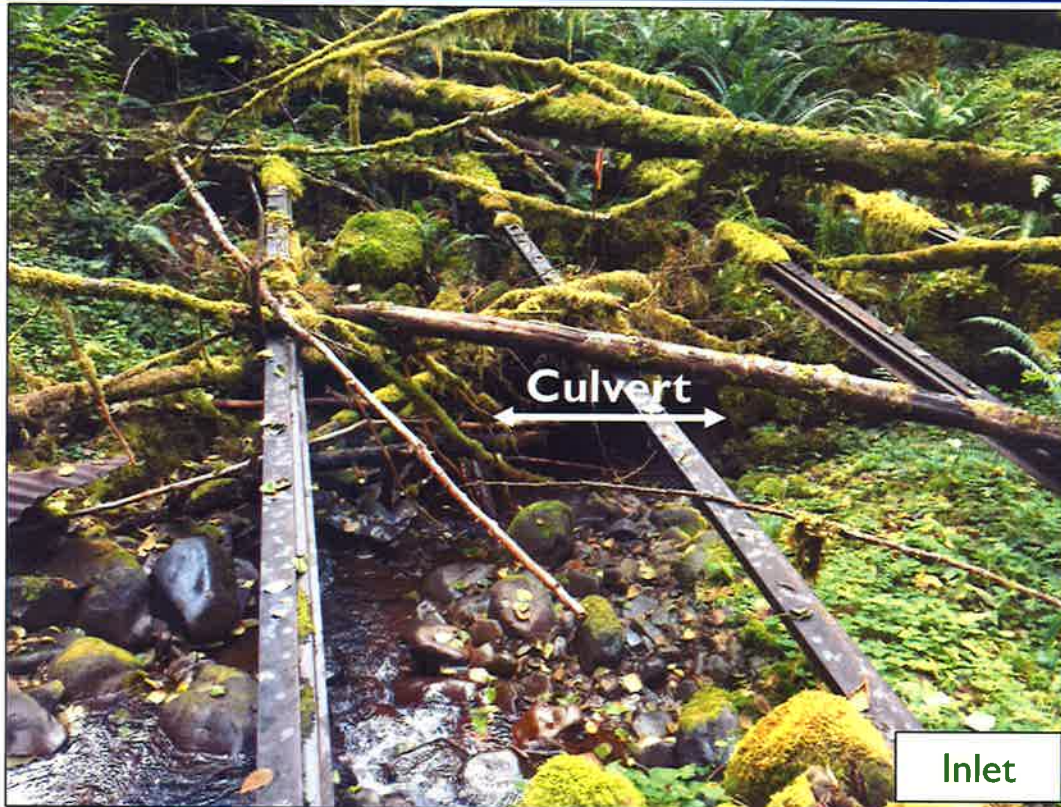
TOTAL = \$18,320

A solid blue decorative bar with a wavy top edge, spanning the width of the slide.

Site Details



Site Details



Site features:

- Culvert undersized for flow, wood, and sediment
- Deep road fill site
- “Trash rack” with limited access

Site Details



Outlet

Site features:

- Rusted out bottom
- Slope erosion
- Deteriorating condition
- Potential for failure that would deliver large volumes of sediment to the Sitkum River

Site Details



Upstream



Outlet Erosion

Project Need: Why now?



- Stream crossing culverts installed during timber harvest activities during 1960s – 80s were often undersized and are now reaching the end of their functional life.
- The culverts do not allow normal transport of wood and sediment, and lack capacity at flood flows.
- Those conditions, combined with the naturally high instability of the slopes, have led to road related mass-wasting disturbances within the Sitkum drainage.

USFS Budget Limitations

- Current Forest Service budgets are not sufficient to maintain or upgrade the vast **road network** that was developed during the initial harvest era.
 - Staffing shortages (particularly in **engineering**) have decreased their capacity to address problem areas in a timely manner.
 - Partnerships are critical to successfully implementing and addressing key limiting factors on Olympic National Forest lands
- 

Project Benefits: Contribute to local economic and ecological resilience



- Support improved habitat conditions for salmon and steelhead, a major economic driver in the area.
- Accomplish high priority work while contributing to local jobs.
- Support the local communities' strong desire to keep Forest Service 2900 Road open for:
 - Recreational use
 - Forest products (timber, firewood, salal)
 - Control of wildfire
 - Safety – provides an alternate route of passage for the town of Forks in the event of an emergency.

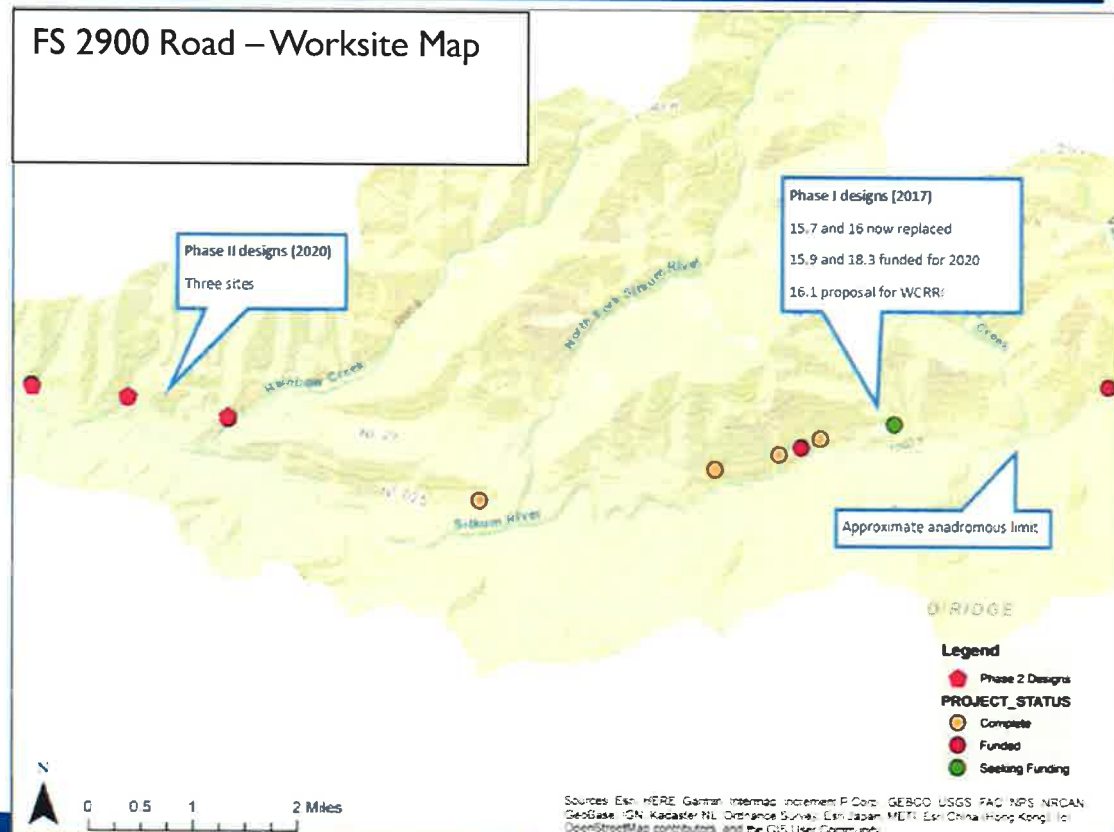


Work in Progress



- Ongoing - find funding to implement MP 16.1 project
- 2022 - complete Phase II designs in 2022
- Seek funding for implementation of Phase II designs – culverts at
 - MP 9.9, 10.6 & 11.5

FS 2900 Road – Worksite Map



Questions???

Thank you!

Meghan Adamire

Clallam Conservation District

Conservation Planner

meghan.adamire@clallamcd.org

(360) 775-3747 x 1





AGENDA ITEM SUMMARY

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

3
3/8/21

Department: DCD

WORK SESSION ☒ Meeting Date: 3.8.2021

REGULAR AGENDA ☒ Meeting Date: 3.16.2021

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 DNR Aquatic Lands conservation License |

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington Department of Natural Resources requires an Aquatic Lands Conservation License for work on its aquatic lands. In the lower Dungeness river floodplain, this work entails reconnecting a side channel, placing large wood, and removing the existing levee. Proof of insurance has been provided and the invoice is being processed. The license must be signed by someone with the authority to obligate the County in an agreement.

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 budget action is required.

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

County Official signature & print name: _____

A handwritten signature in black ink, appearing to read "Cathy Lear", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Cathy Lear

Relevant Departments: DCD, Roads

Date submitted: 3.2.2021

* 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)



**DEPARTMENT OF
NATURAL RESOURCES**

OLYMPIC REGION
411 TILlicum LANE
FORKS WA 98331

360-374-2800
OLYMPIC.REGION@DNR.WA.GOV
WWW.DNR.WA.GOV

February 25, 2021

Mark Ozias, Chair, BOCC
Clallam County
223 E 4th St, Suite 5
Port Angeles, WA 98362

Subject: Aquatic Lands Conservation License 23-097756

Dear Commissioner Ozias:

Enclosed are two (2) identical originals of Aquatic Lands Conservation License 23-097756 for your review. If they meet with your approval, please sign and date both copies and return them to:

Washington State Department of Natural Resources
Aquatic Resources Attn: Jillian Greenwood
5310 Eaglemount Rd
Chimacum, WA 98325

Before DNR can finalize your License, we must also receive:

1. A check for the Fee due, including leasehold excise tax, for the period of 06/15/2021 to 06/14/2024 in the amount of \$700.00, plus Leasehold Tax of \$89.88, totaling \$789.88 pursuant to Section 4 of the License.

An invoice is enclosed for processing.

When DNR receives the signed documents and completes our final evaluation, we will submit them to DNR management for their review and, if appropriate, final execution of your Aquatic Lands Conservation License. Please be aware that until DNR management has received the signed documents and reviewed and finally executed your License, DNR may reconsider the terms, whether it should be issued, and whether any other conditions must be met before DNR enters into the agreement.

If you have any questions, please email me at bridget.kaminski-richardson@dnr.wa.gov. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Bridget Kaminski-Richardson", is written over the word "Sincerely,".

Bridget Kaminski-Richardson, Aquatic Land Manager
Aquatic Resources Division, Orca Straits District

Enclosures (2)



DNR FED ID: 91-6012771

Clallam County
223 E 4th St, Suite 5
Port Angeles, WA 98362

Invoice

Date
02/25/2021

Invoice number
4900/23-097756

Your bill consists of the following items.

C23-097756 ST ANGELES - CLALLAM COUNTY DOC - DUNGENESS RIVER LEVEE REALIGNMENT PROJECT

Due on 01/01/2008

06/15/2021-06/14/2024 - Aq Right of Entry	\$700.00
Tax for Aq Right of Entry	\$89.88

Invoice amount (gross)	\$789.88
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Interest at the rate of one percent per month shall accrue
starting on the date the invoice becomes past due

RETURN THIS PORTION FOR PROPER CREDIT TO YOUR ACCOUNT

Agreement Id : C2300097756
Invoice Number : 4900/23-097756
Customer ID : 1068201
Customer Name : CLALLAM COUNTY

Business Area : 4900
Functional Area : AQUATIC DISTRICTS

REMIT CHECKS TO:

DEPARTMENT OF NATURAL RESOURCES
5310 EAGLEMOUNT RD
CHIMACUM, WA 98325

TOTAL - Please pay this amount.
\$ 789.88

REMIT INTERAGENCY PAYMENTS
USE: SWV0007528-00

Acceptable forms of payment are check, money order, or EFT.



HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS CONSERVATION LICENSE

License No. 23-097756

THIS AGREEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and Clallam County Department of Community Development, a government agency ("Licensee").

THE Parties agree as follows:

SECTION 1 GRANT OF PERMISSION

1.1 Permission. Subject to the terms and conditions set forth below, State grants Licensee a revocable, nonexclusive license to enter upon the real property described in Exhibit A (the "Property"). In this agreement, the term "License" means this agreement and the rights granted.

1.2 Other Interests and Rights. This License is subject to all valid interests of third parties noted in the records of Clallam County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington. Licensee is responsible for obtaining approvals from other persons, if any, who have an interest in the Property. This License is subject to the rights of the public under the Public Trust Doctrine or federal navigation servitude and treaty rights of Indian Tribes.

SECTION 2 USE

2.1 Authorized Activities.

- (a) Licensee shall enter the Property only for the purpose of: conducting the conservation activities described in Exhibit B (the "Activities") and for no other purpose. Licensee shall not conduct any other activities on the Property without the prior written permission of State.
- (b) Warranties on Activities.
 - (1) Licensee warrants that no permit, law, or regulatory authority obligates Licensee to conduct the Activities.

- (2) Licensee warrants that Licensee will not receive or gain compensatory mitigation or natural resource damage credits because of the Activities.
- (c) Licensee's breach of any warranty under Paragraph 2.1(b) is cause for Termination resulting from breach under Paragraph 9.3.
- (d) Restoration of Property Required Under Certain Conditions.
 - (1) If during the term of this License, the Activities cause unintended or unanticipated consequences that are deleterious to the Property or natural resources on the Property, or result in conditions that pose a threat to human health or safety, Licensee shall notify DNR immediately and make all necessary repairs or corrections to the natural resources and Property.
 - (2) If Licensee fails to take action in a timely manner, State may restore the natural resources or Property and charge Licensee restoration costs and/or charge Licensee for damages. On demand by State, Licensee shall pay all costs and/or damages.

2.2 Restrictions on Activities. The following limitations apply to the Property and adjacent state-owned aquatic land. Licensee shall not cause or permit:

- (a) Damage to natural resources,
- (b) Waste, or
- (c) Deposit of material, unless approved by State in writing. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.

2.3 Conformance with Laws. Licensee shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding its activities on the Property.

2.4 Interference with Other Uses.

- (a) Licensee shall exercise Licensee's right of entry under this License in a manner that minimizes or avoids interference with the rights of State, the public or others with valid right to use or occupy the Property or surrounding lands and water.
- (b) Licensee and its agents, contractors, and subcontractors shall provide State with at least two (2) weeks notice before commencing any Activities. Licensee shall promptly notify State of any modifications in the schedule.

SECTION 3 TERM

3.1 Term Defined. This License commences on the 15th day of June, 2021 ("Commencement Date"), and terminates on the 14th day of June, 2024 ("Termination Date"), unless terminated sooner under the terms of this License.

3.2 End of Term. Upon termination of this License and except as otherwise provided in Exhibit B, Licensee shall restore the Property to a condition substantially like its natural state

before Licensee's Activities, except for alterations necessary under the Activities or otherwise authorized by State.

SECTION 4 CONSIDERATION

The consideration is a fee in the amount of Seven Hundred Dollars (\$700), which is due and payable on or before the Commencement Date.

SECTION 5 IMPROVEMENTS

5.1 Improvements Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.145, are additions within, upon, or attached to the land. This includes, but is not limited to, fill, structures, and fixtures.
- (b) "Personal Property" means items that can be removed from the Property without
 - (1) injury to the Property, adjacent state-owned lands or Improvements or
 - (2) diminishing the value or utility of the Property, adjacent state-owned lands or Improvements.
- (c) "Improvements Owned by Others" are Improvements made by Others with a right to occupy or use the Property or adjacent state-owned lands.

5.2 Existing Improvements. On the Commencement Date, the following Improvements are located on the Property: riprap levee. The Improvements are Improvements Owned by Others.

5.3 Construction, Major Repair, Modification, and Demolition.

- (a) Licensee shall construct no Improvements and make no modification of the Property ("Work") except as described in Exhibit B.
- (b) Licensee shall preserve and protect Improvements Owned by Others, if any.
- (c) Before completing Work, Licensee shall remove all debris and restore the Property, as nearly as possible, to a substantially natural state, except for alterations necessary under the Activities or otherwise authorized by State.
- (d) Upon completing Work, Licensee shall promptly provide State with as-built plans and specifications.

5.4 Standards for Work.

- (a) Licensee shall not use or install treated wood at any location above or below water.
- (b) Licensee shall not use or install tires at any location above or below water.
- (c) Licensee shall install only floatation material encapsulated in a shell resistant to ultraviolet radiation and abrasion. The shell must be capable of preventing breakup and loss of flotation material into the water.
- (d) Licensee shall only conduct in-water Work during time periods authorized for such work under WAC 220-660-330, Authorized Work Times in Saltwater Areas,

as amended, or as otherwise directed by the Washington Department of Fish and Wildlife (WDFW).

5.5 Improvements at End of Term. Improvements installed by Licensee merge with the Property upon termination of the License, unless the Parties agree otherwise. Ownership of Improvements does not alter Licensee's obligations under Paragraph 2.1(d).

5.6 Disposition of Personal Property. Licensee shall remove Personal Property from the Property before termination of the License.

SECTION 6 ENVIRONMENTAL LIABILITY

6.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 6.1(a).
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care applicable under the Washington State Model Toxics Control Act ("MTCA"), Chapter 70.105 RCW, as amended.
- (d) "Licensee and affiliates" when used in this Section 6 means Licensee or Licensee's subcontractors, agents, employees, guests, invitees, or any person on the Property with the Licensee's permission.

6.2 General Conditions. Licensee shall exercise the utmost care with respect to Hazardous Substances.

6.3 Use of Hazardous Substances.

- (a) Licensee and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Licensee shall not undertake, or allow others to undertake by Licensee's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.

6.4 In the Event of a Release or Threatened Release.

- (a) Licensee shall immediately notify State if the Licensees become aware of any release or threatened release of Hazardous Substance on the Property.
- (b) If a Licensee's act or omission results in a release of Hazardous Substances, Licensee, at its sole expense, shall promptly take all actions necessary or

advisable to clean up, contain, and remove the Hazardous Substances in accordance with applicable laws.

SECTION 7 ASSIGNMENT

Licensee shall not assign this License.

SECTION 8 INDEMNITY AND INSURANCE

8.1 Indemnity.

- (a) Licensee shall indemnify, defend, and hold State, its employees, officers, and agents harmless from any Claims arising out of the Activities or related activities by Licensee, its contractors, agents, invitees, guests, employees or affiliates to the fullest extent permitted by law and subject to the limitations provided below.
- (b) "Claim" as used in this Subsection 8.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Property, including damage resulting from Hazardous Substances, diminution of value, and/or damages resulting from loss of use of the Property.
- (c) State shall not require Licensee to indemnify, defend, and hold State harmless for claims caused solely by or resulting solely from the negligence or willful act of the State or State's elected officials, employees, or agents.
- (d) Licensee specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and/or hold State and its agencies, officials, agents, or employees harmless. Further, the indemnification obligation under this License shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the worker's compensation acts.
- (e) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a claim, suit, or action for injuries or damage is caused by or results from the concurrent negligence of (a) the State or State's agents or employees and (b) the Licensee or Licensee's agents or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Licensee and those acting on its behalf.

8.2 Insurance Terms.

- (a) Insurance Required.
 - (1) Licensee certifies that it is self-insured for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance

plan provides coverage equal to that required in this Subsection 8.2 and by Subsection 8.3, Insurance Types and Limits. Licensee shall provide to State evidence of its status as a self-insured entity. Upon request by State, Licensee shall provide a written description of its financial condition and/or the self-insured funding mechanism. Licensee shall provide State with at least thirty (30) days' written notice prior to any material changes to Licensee's self-insured funding mechanism.

- (2) Unless State agrees to an exception, Licensee shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. Licensee may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
- (3) All insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees as an additional insured.
- (4) All insurance provided in compliance with this License must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

(b) Waiver.

- (1) Licensee waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this License covers these damages.
- (2) Except as prohibited by law, Licensee waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this License.

(c) Proof of Insurance.

- (1) Licensee shall provide State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this License and, if requested, copies of policies to State.
- (2) The certificate(s) of insurance must reference additional insureds and the License number.
- (3) Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies.

(d) State must receive written notice before cancellation or non-renewal of any insurance required by this License, as follows:

- (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.

- (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State thirty (30) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Licensee shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) General Terms.
 - (1) State does not represent that coverage and limits required under this License are adequate to protect Licensee.
 - (2) Coverage and limits do not limit Licensee's liability for indemnification and reimbursements granted to State under this License.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this License, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Licensee.

8.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Licensee shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Licensee's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
 - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
 - (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
 - (1) State of Washington Workers' Compensation.
 - (i) Licensee shall comply with all State of Washington workers' compensation statutes and regulations. Licensee shall provide workers' compensation coverage for all employees of Licensee.

Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Licensee's use, occupation, and control of the Property.

- (ii) If Licensee fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Licensee shall indemnify State. Indemnity shall include all fines; payment of benefits to Licensee, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
- (2) Longshore and Harbor Worker's Act. The Longshore and Harbor Worker's Compensation Act (33 U.S.C. Section 901 *et seq.*) may require Licensee to provide insurance coverage for longshore and harbor workers other than seaman. Licensee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Licensee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (3) Jones Act. The Jones Act (46 U.S.C. Section 688) may require Licensee to provide insurance coverage for seamen injured during employment resulting from negligence of the owner, master, or fellow crew members. Licensee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Licensee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employer's Liability Insurance. Licensee shall procure employer's liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Auto Policy Insurance. If Licensee operates, maintains, loads, or unloads vehicles as part of the Activities, Licensee shall maintain auto liability insurance and, if necessary, commercial umbrella liability insurance with a limit not less than One Million Dollars (\$1,000,000) per accident. Such insurance must cover liability arising out of "Any Auto".

SECTION 9 TERMINATION

9.1 Termination by Revocation. State may terminate this License at any time upon thirty (30) days notice to the Licensee.

9.2 Termination by Completion of Activities. If Licensee completes Activities prior to the Termination Date, this License terminates upon Licensee's completion of all Activities, including restoration of the Property under Subsection 3.2.

9.3 Termination Resulting from Breach. If Licensee breaches any terms of this License, State may terminate this License immediately upon notice to Licensee. If the breach arises from Licensee's failure to comply with restrictions on use under Paragraph 2.2 or results in damage to natural resources or the Property, State may restore the natural resources or Property and charge Licensee restoration costs and/or charge Licensee for damages. On demand by State, Licensee shall pay all costs and/or damages.

SECTION 10 NOTICE

Following are the locations for delivery of notice and the Contact Person. Any Party may change the location of notice and/or the Contact Person upon reasonable notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Aquatic Resources Division, Orca-Straits District
5310 Eaglemount Rd
Chimacum, WA 98325

Licensee: CLALLAM COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT
223 E 4th St Suite 5
Port Angeles, WA 98362

SECTION 11 MISCELLANEOUS

11.1 Headings. The headings used in this License are for convenience only and in no way define, limit, or extend the scope of this License or the intent of any provision.

11.2 Invalidity. The invalidity, voidness, or illegality of any provision of this License does not affect, impair, or invalidate any other provision of this License.

11.3 Applicable Law and Venue. This License is to be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this License is in the Superior Court for Thurston County, Washington.

11.4 Modification. No modification of this License is effective unless in writing and signed by the Parties. Oral representations or statements do not bind either Party.

11.5 Survival. Any obligations of Licensee not fully performed upon termination of this License do not cease, but continue as obligations of the Licensee until fully performed.

11.6 Exhibits. All referenced exhibits and attachments are incorporated in this License unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

**CLALLAM COUNTY DEPARTMENT OF
COMMUNITY DEVELOPMENT**

Dated: _____, 2021

By: MARK OZIAS
Title: Chair, Board of County Commissioners
Address: 223 E 4th St Suite 5
Port Angeles, WA 98362

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Dated: _____, 2021

By: KATRINA LASSITER
Title: Aquatic Resources Division Manager
Address: 1111 Washington St SE
MS 47027
Olympia, WA 98504-7027

Approved as to form this
22nd day of December 2016
Jennifer Clements, Assistant Attorney General

Approved as to form only by: 3/2/21
David Alvarez
David Alvarez
Chief Civil Deputy Prosecuting Attorney
Clallam County

EXHIBIT A
PROPERTY DESCRIPTION

Agreement Number 23-097756

1. PROPERTY DESCRIPTION:

A LEVEE SLATED FOR REMOVAL UNDER THIS RIGHT OF ENTRY IS CURRENTLY SITTING UPON 4,300 LINEAR FEET OF SHORELINE AND/OR BEDLANDS LYING WITHIN SECTION 43, TOWNSHIP 31 NORTH, RANGE 04 WEST, W.M., CLALLAM COUNTY, WASHINGTON.

2. COORDINATES OF THE RIGHT OF ENTRY:

- THE NORTH END OF THE LEVEE IS LOCATED AT 48.136161, -123.139489.
- THE SOUTH END OF THE LEVEE IS LOCATED AT 48.143278, -123.128778.

ALSO, THE THREE LOCATIONS OF SIDE (AND BACKWATER) CHANNEL CONNECTIONS ON STATE-OWNED AQUATIC LANDS ARE LOCATED AT

Side Channel

Reconnection (Inlet) 48.136858, -123.139119

Side Channel

Reconnection (Outlet) 48.140403, -123.133675

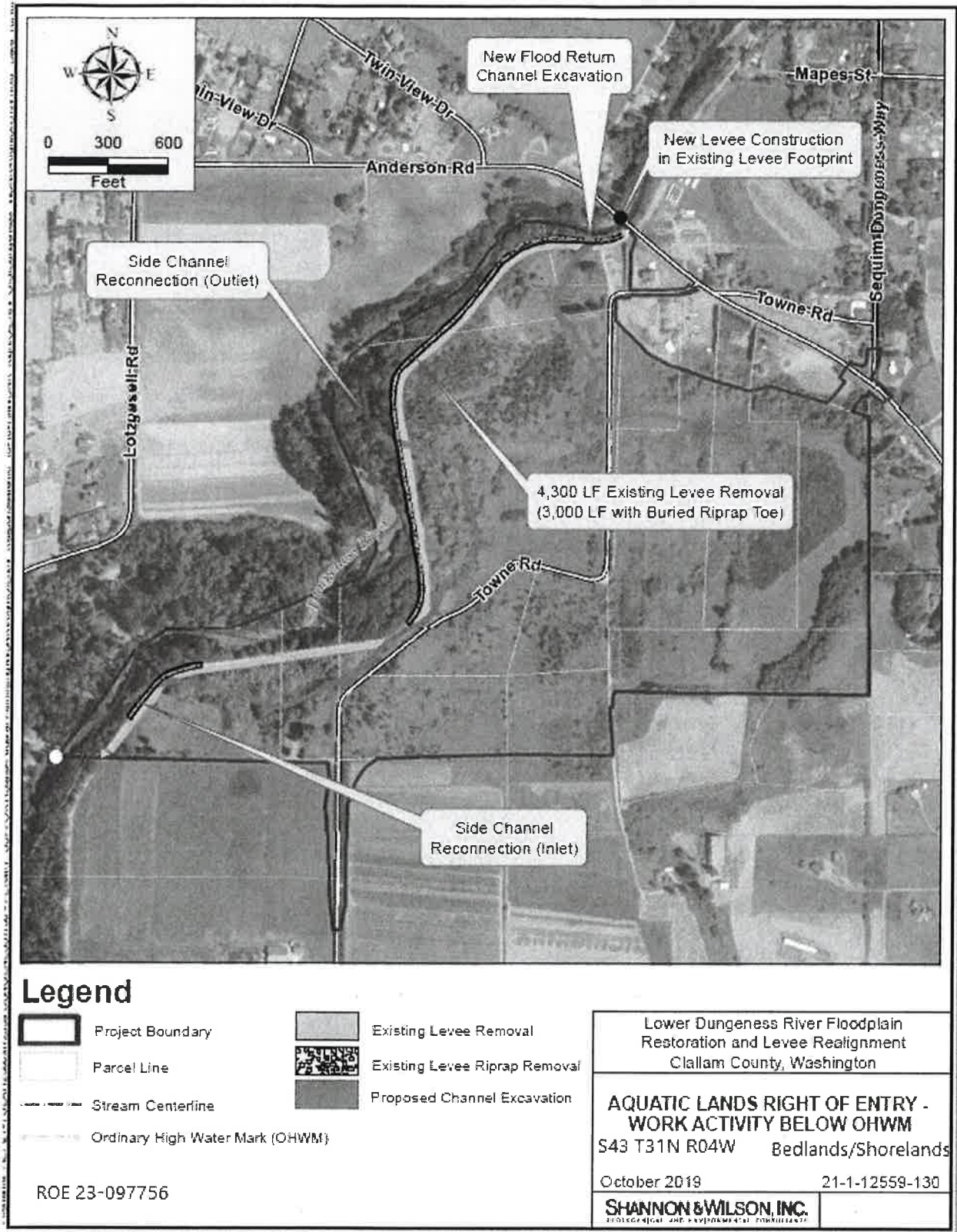
New Flood Return

Channel Excavation 48.143253, -123.12955

HORIZONTAL DATUM: WGS84

3. APPROXIMATE SQUARE FOOTAGE OF RIGHT OF ENTRY:

Total square feet 43,000



PLAN OF OPERATIONS EXHIBIT B

1. DESCRIPTION OF ACTIVITIES

- A. Existing Conditions.** The Dungeness River in this project area flows as a single-threaded sinuous channel confined between two levees in the southern portion of the site and confined between the levee and a valley wall along the northern portion of the site. The levee was built by the U.S. Army Corps of Engineers (USACE) in 1963, and now is owned and maintained by Clallam County.
- B. Proposed Conditions.** The levee removal from state-owned aquatic land, levee setback, and the Towne Road relocation will provide about 80 acres of newly restored and fully connected river and floodplain habitat restoration, a net increase of 11.3 acres of wetland, and reconnection of more than 3,000 feet of historical side channels. The project will provide substantial benefits to Endangered Species Act (ESA)-listed salmon and other aquatic life, and substantially reduce flood risks for farms, other private property, and infrastructure in the community of Dungeness.

Licensee has secured the following permits: Clallam County Permit #SHR2018-00004; WDFW HPA# 2019-6-374+1; Ecology Water Quality Certification Order #16239; and USACE Permit #NWS-2017-719.

State grants its consent to this Work, except that Licensee shall conform all Work to all other requirements of Section 5 of this License.

2. ADDITIONAL OBLIGATIONS

None.



AGENDA ITEM SUMMARY

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

4
3/8/21
@ 9:30 am

Department: BOCC

WORK SESSION ☒ Meeting Date: 3-8-21 – 9:30 a.m.

REGULAR AGENDA ☐ Meeting Date:

Required originals approved and attached? ☐

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Conversation with Juliana Roe, WSAC Policy Director, who deals with law and justice courts will discuss legislation that is being considered that will impact the County budget. She will begin the conversation with the Washington State Supreme Court Decision on Blake.

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.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and WSAC

Relevant Departments: Board of Commissioners

Date submitted: March 3, 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)



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

5
3/22/21 @
10am

Department: BOCC

WORK SESSION ☒ **Meeting Date: 3-8-21 - 10:30 a.m.**

REGULAR AGENDA ☐ **Meeting Date:**

Item summary:

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

Executive summary:

Commissioner Peach has invited Back Country Horsemen of Washington representatives Tom Mix (Peninsula Chapter) and Larry Baysinger (Mt. Olympus Chapter) to discuss U.S. Forest Service Title II Funding with the Board of Commissioners.

Outline:

Upper Calawah culvert project
Upper Bogachiel recreational trail
Mt Muller/Littleton stock camp
Safety, Sustainability, Visitor amenities, Visitor experiences
RAC awarded funding:
 privy sites, foot logs and stock bridges

Way Forward:

NEPA Programmatic
Categorical Exclusions
Management assignment – implement Forest Plan
RAC process revision – Project progress reviews

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?)
Presentation.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Back Country Horsemen of Washington Representatives – Tom Mix and Larry Baysinger

Relevant Departments: Board of Commissioners

* 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)

Back Country Horsemen of Washington –

Mt Olympus chapter – Larry Baysinger

Peninsula chapter – Tom Mix

Outline:

Upper Calawah culvert project

Upper Bogachiel recreational trail

Mt Muller/Littleton stock camp

Safety, Sustainability, Visitor amenities, Visitor experiences

RAC awarded funding:

privy sites, foot logs and stock bridges

Way Forward:

NEPA Programmatic

Categorical Exclusions

Management assignment – implement Forest Plan

RAC process revision – Project progress reviews



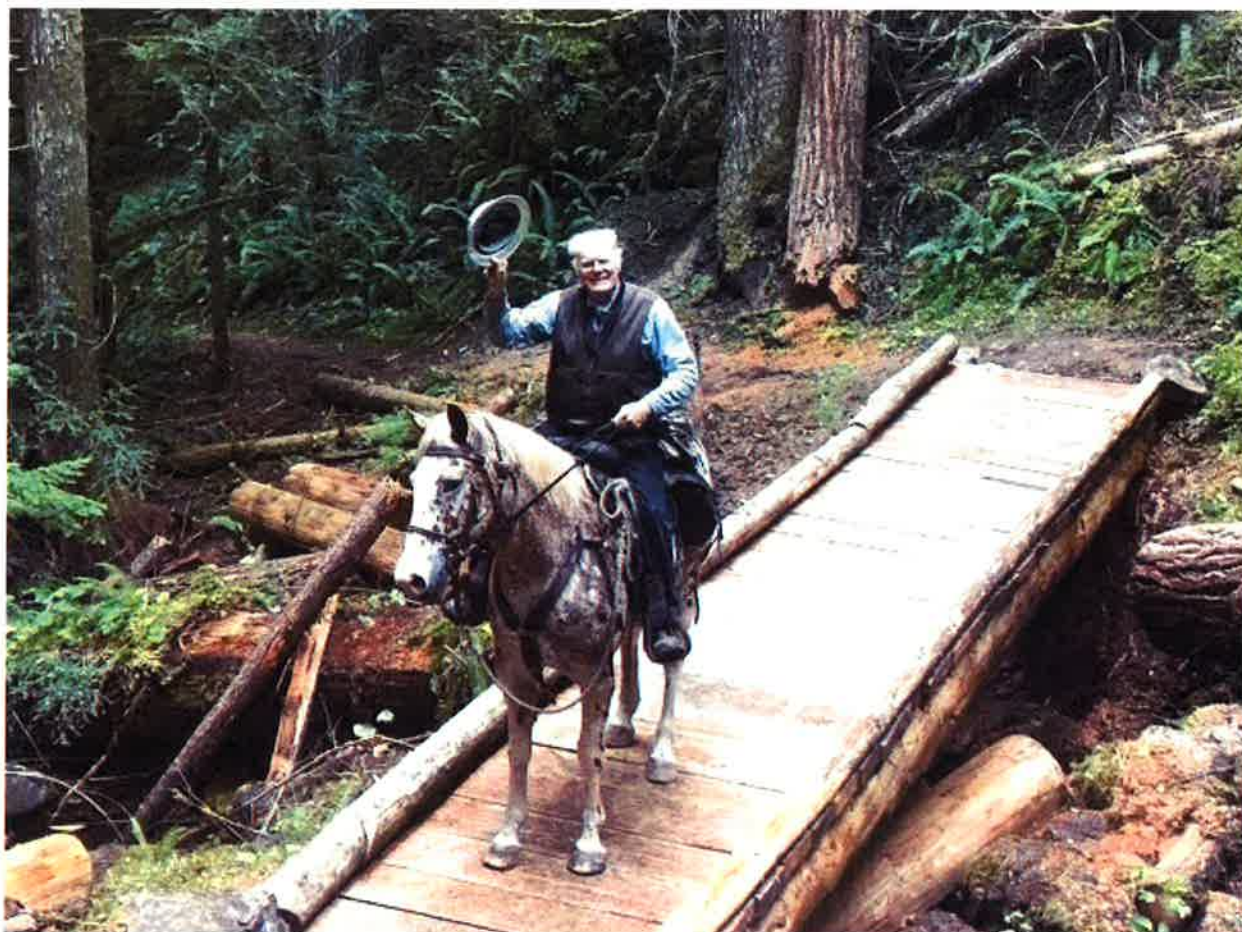
Typical Wallowa toilet within wilderness



Gold Creek foot log



Slab Camp stock bridge



Slab Camp stock bridge



MEETING INFORMATION

CLALLAM COUNTY BOARD OF COMMISSIONERS

6
3/8/21 @
1pm
Cont. WS

****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.



AGENDA ITEM SUMMARY

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

Department: BOCC

Continued
WORK SESSION

☒ Meeting Date: 3/8/21 - 1 pm

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:

Conversation with Glen Casamasses, USDA Forester:

Today's discussion will focus on improving our understanding of projected timber and/or other revenue streams from federal lands in Clallam County, fire management (including coordination with the Department of Natural Resources,) fish passage barrier projects and the potential to develop a project with Rep. Kilmer's Forest Collaborative.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Finance Department, Department of Natural Resources – Mona Griswold, Junior Taxing Districts, City of Fork – Rod Fleck

Relevant Departments: Board of Commissioners and Finance Department

Date submitted: November 4, 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)