



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, March 2, 2021 – 9:00 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.

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

CONSENT AGENDA – Any Commissioner may remove items for discussion

- 1a. Approval of vouchers for the week of February 22

Approval of vouchers 

- 1b. Approval of payroll for the period ending February 15

Approval of payroll 

- 1c. Approval of minutes for the week of February 22

Approval of minutes 

- 1d. Proclamation recognizing March as Developmental Disability Awareness Month

Proclamation 

PUBLIC COMMENT FOR AGENDA ITEMS – Please limit comments to three minutes

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Agreement amendment with Jefferson County for Shoreline Master Program

Agreement amendment 

- 2b. Agreement amendment with Washington State – Salmon Recovery Funding Board and the Recreation and Conservation Office for Dungeness Floodplain Restoration – Kinkade Phase Project

Agreement amendment 

BIDS AND AWARDS

- 3a. Proposal opening – Homelessness Program Funding Proposals 2021

Proposal opening 

ADMINISTRATION

- 4a. Resolution closing Human Resources Petty Cash Fund

Resolution 

- 4b. Resolution closing the Information Technology Petty Cash Fund

Resolution 

- 4c. Resolution for financial support for the Coast Counties Caucus Assessment

Resolution 

REPORTS AND PRESENTATIONS

PUBLIC COMMENT – Please limit comments to three minutes

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

The following meetings are scheduled for the Board of Commissioners March 1 - 5:

Monday, March 1:

7:30 a.m. Commissioners Conversation Meeting

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual Assembly - COVID-19 updates

Tuesday, March 2:

10:00 a.m. Board Meeting

Friday, March 5:

10:00 a.m. COVID-19 Briefing

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

- Members of the public wishing to address the Board on general items may do so during the designated times on the agenda.
- Members of the public wishing to comment at the public hearing are asked to sign in on the sheet provided giving their name and address.
- The Chair may limit the comment period to 3 minutes for each speaker subject to Board concurrence.
- Speakers, generally, will be heard in the order they signed up. All comments must be made from the speaker's rostrum and any individual making comments shall first state their name and address for the official record.
- General comments, applause, booing from members of the audience are inappropriate and may result in removal.

These guidelines are intended to promote an orderly system for conducting a public hearing so that each person has an opportunity to be heard and to ensure that exercising their right of free speech embarrasses no one.

Note: 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.



19
3/2/21

Date of report: February 24, 2021

General	\$101,718.32
Other	\$247,006.40
Total	\$348,724.72

STATE OF WASHINGTON)
)
County of Clallam)

This is to certify that the foregoing Final Check Lists a.k.a., Register of Warrants for the period herein indicated, is a full, true, and correct representation of the corresponding payments for services rendered to and supplies and equipment received by all Clallam County government operations as recorded in the books or original entry maintained by this office.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2021.

SHOONA RIGGS COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the services and merchandise herein specified have been received and that the claims listed and numbered above are hereby approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

BILL PEACH

RANDY JOHNSON

RICH SILL (Interim County Administrator)

Weekly Expenditures

February 22 - 26, 2021

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.221	Auditor	18,944.70			
00100.241/291	Commissioners (BOCC)	6,962.67			
19914.291	BOCC - Veterans Relief		1,461.51		
00100.331-334	Dept. of Community Develop't (DCD)	2,563.63			
00100.871	District Court I	700.00			
00100.881	District Court II	323.85		8.62	
11301.511	Health & Human Services (HHS)		59,416.05		
00100.511	HHS - Environmental Health	542.05			
11322.511	HHS - Homeless Task Force		17,004.48		
11323.511	HHS - Chem Dep/Mental Hlth		14,815.07		
11324.511	HHS - Affordable Housing		455.20		
11331.511	HHS - Developmental Disabilities		2,565.00		
00100.461	Human Resources (HR)	7,083.01			
50401.461	HR - Risk Management		2,375.00		
00100.411	Information Technology (IT)	3,927.79			
30701.411	IT - Capital Projects		17,438.76		
00100.851	Juvenile Services	1,712.56		8.43	
11401.821	Law Library		821.01		
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		586.42		
00100.911/912	Parks Fair Facilities (PFF)	38,331.11			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		81,436.15		
30501.911	PFF - Capital Projects		1,692.77		
00100.841-843	Prosecuting Attorney	1,488.30			
11701.841	Pros Atty - Local Crime Victim		1,388.80		
	Public Works (PW)				
10101.611	PW - Roads		21,066.81		
40201.611	PW - Solid Waste		364.26		
41401.611	PW - Clallam/Seki Sewer		2,108.21		
42401.611	PW - Carlsborg Sewer		3,539.70		
43401.611	PW - Bullman Beach Water System		327.79		
50301.611	PW - ER&R (Equip't Rental & Revolving)		10,775.87		
00100.811-815	Sheriff	5,727.84		10.74	
00100.816	Sheriff - Jail Medical	381.79			
11003.811	Sheriff - Boating Safety		43.37		
11065.811	Sheriff - OPSCAN Operations		4,831.67		
63301.000	Sheriff - Inmate Commissary		1,527.50		
00100.861	Superior Court	12,408.33			
12905.861	Superior Court - Dispute Resolution		705.00		
12911.861	Superior Court - Courthouse Facilitator		260.00		
00100.231	Treasurer	442.10			
00100.931	WSU Extension	150.80			
Total		101,690.53	247,006.40	27.79	-

Report Reconciliation		Totals			
Total	348,696.93	General Fund	101,718.32		
Final Check Lists	348,696.93	Other	247,006.40		
Difference	-	Total	348,724.72	Use Tax	27.79

COPY

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
3/1/2021	BOB BARKER CO INC	WEB000706830	dputnam1	95.76	8.43	95.76
3/1/2021	DOWNING, MARK	jr2175	mdowning	97.90	8.62	97.90
3/1/2021	TRI-TECH FORENSICS INC	402702	jkoon	122.00	10.74	122.00
Totals:				315.66	27.79	315.66

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/2/2021	0019068	K & H PRINTERS INC	60424	2/9/2021	PRINTING AND BINDING 2021	18,383.00	18,383.00
3/2/2021	0036103	WSACA	53010849	2/10/2021	SHOONA RIGGS REGISTRATI	60.00	
			53107491	2/16/2021	SARA DEBIDDLE REGISTRAT	60.00	
			53039902	2/11/2021	KAREN WAHLSTEN REGISTR	60.00	
			53011079	2/10/2021	ANGI KLAHN REGISTRATION	60.00	240.00
3/2/2021	0041361	CAIN, DANIEL	Cain 2-16-21	2/16/2021	MILEAGE OF AUDITING DROF	112.50	112.50
3/2/2021	0042751	COCHNAUER, AME	Cochnauer 2-9-2	2/9/2021	MILEAGE FOR CLOSING CAR	18.14	
			Cochnauer 2-10-	2/10/2021	MILEAGE FOR EMPTYING EA	18.14	36.28
3/2/2021	0044626	TRIPP, BRITTANY	Tripp 2-10-21	2/10/2021	MILEAGE FOR PICKING UP V	103.82	
			Tripp 2-9-21	2/9/2021	MILEAGE FOR CLOSING NEA	50.96	154.78
3/2/2021	0044696	NEWTON, THOMAS	Newton 2-9-21	2/9/2021	MILEAGE FOR CLOSING CAR	18.14	18.14
Sub total for U S BANK:							18,944.70

0.00
18,944.70+
6,962.67+
2,563.63+
700.00+
323.85+
94,797.85+
2,375.00+
7,083.01+
21,366.55+
1,712.56+
821.01+
586.42+
121,460.03+
2,877.10+
10,775.87+
21,066.81+
6,339.96+
12,130.38+
381.79+
13,373.33+
442.10+
1,461.51+
150.80+
348,696.93*
0.00*

apChkLst
02/23/2021 2:54:30PM

Final Check List
CLALLAM COUNTY

BOCC

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	3/2/2021	0000382	CODE PUBLISHING COMPANY	68929	2/17/2021	WEB UPDATE, ORDS: 970, NE	212.67	212.67
	3/2/2021	0036677	SOUND LAW CENTER	2533	2/17/2021	VAR2020-00001, CUP2020-000	6,750.00	6,750.00
Sub total for U S BANK:							6,962.67	

apChkLst
02/23/2021 3:02:25PM

Final Check List
CLALLAM COUNTY

DCD Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/2/2021	0000196	BILLS PLUMBING & SANIKAN	IS3600203	2/18/2021	G145 TASK 4 PROFESSIONAL	145.00	145.00
3/2/2021	0000360	CLALLAM COUNTY ER&R	2021.017E.	2/8/2021	JANUARY 2021 FLEET VEHIC	142.04	142.04
3/2/2021	0001113	OFFICE DEPOT, INC	155670269001	2/8/2021	ADMIN OFFICE SUPPLIES	66.62	66.62
3/2/2021	0033772	MURPHY & SONS CONCRETE	180723	2/2/2021	CODE ENF. PROFESSIONAL :	2,181.97	2,181.97
3/2/2021	0044938	MARTINEAU, LINDA	REF 8-31-2020	2/9/2021	REFUND BPT2020-623	28.00	28.00
Sub total for U S BANK:							2,563.63

apChkLst
02/23/2021 3:23:32PM

Final Check List
CLALLAM COUNTY

District Court I Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	3/2/2021	0039079	DMCJA, JUDGE JEFFREY R SI2/17/2021DMJA	2/17/2021	DUES FOR 2021	700.00	700.00
Sub total for U S BANK:							700.00

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	3/2/2021	0000296	CENTURYLINK				
	3/2/2021	0021386	STAPLES ADVANTAGE				
	3/2/2021	0032370	DOWNING, MARK				
			CentLinkFeb202	3/1/2021	FEBRUARY 2021 TELEPHONE	109.05	109.05
			8061233117	3/1/2021	CLEANING SUPPLIES	85.45	85.45
			jr2175	3/1/2021	JUDGE ROBE	97.90	
			629984	3/1/2021	OFFICE SUPPLIES	31.45	129.35
Sub total for U S BANK:							323.85

Final Check List
CLALLAM COUNTY

HHS

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/3/2021	0000336	CLALLAM CONSERVATION DISTRICT	PA21-PIC1	2/4/2021	WQ-PIC IMPLEMENTATION-J/	198.96	198.96
3/3/2021	0000918	LINCOLN STREET STATION	506-020321	2/3/2021	WQ-DOE PIC WATER SAMPLI	57.16	
			11675-020321	2/3/2021	DRINKING WATER LAB-THER	12.23	69.39
3/3/2021	0001309	QUALITY CONTROL SERVICE	62507	1/22/2021	DRINKING WATER LAB-CALIE	115.00	115.00
3/3/2021	0001641	VERIZON WIRELESS	9871866038	1/23/2021	OSS-JANINE REED CELL PHC	158.70	158.70
3/2/2021	0000094	ANGELES PLUMBING INC	31022	11/17/2020	HOPS - SDC SHOWER REPAI	155.04	155.04
3/2/2021	0000196	BILLS PLUMBING & SANIKAN	IS3600461	2/20/2021	HOPS - SANIKAN FOR 2/20-3/	300.00	300.00
3/2/2021	0042813	LAW, LISA	LL BT 1-5-21	2/8/2021	HOPS - BUSINESS MILEAGE	64.29	64.29
3/2/2021	0016427	MCKESSON MEDICAL-SURGI	18008659	1/25/2021	HOPS - MEDICAL SUPPLIES	209.41	209.41
3/2/2021	0040427	NORPOINT GROUP LLC	1147 NPM	2/14/2021	HOPS - SDC SECURITY SERV	5,002.00	5,002.00
3/2/2021	0001127	OLYMPIC COMMUNITY ACTIO	01-21-299-315	2/12/2021	HOPS - SDC STAFFING - JANI	49,548.51	49,548.51
3/2/2021	0028699	SOUND PUBLISHING INC	8012792	2/17/2021	HOPS - COVID-19 NEWSPAPE	3,424.10	3,424.10
3/2/2021	0001508	STERICYCLE, INC	3005426501	1/31/2021	HOPS - SYRINGE DISPOSAL	150.10	150.10
3/2/2021	0001641	VERIZON WIRELESS	9872257790	1/28/2021	HOPS - ALLISON UNTHANK C	261.54	
			9872257792	1/28/2021	HOPS - ELI OWENS CELLPHC	208.87	
			9872257791	1/28/2021	HOPS - HELEN KENOYER CE	92.19	562.60
3/2/2021	0025990	NONDEPARTMENTAL, CLALLA	21MB003-4	1/21/2021	HTF - Q4 2020 POSTAGE	12.65	
			20MB015-4	1/21/2021	HTF - Q3 2020 POSTAGE	11.40	24.05
3/2/2021	0001433	SERENITY HOUSE OF CLALLA	11322-19-SH4 1	2/3/2021	HTF - NIGHT BY NIGHT ADUL	5,925.00	
			11322-19-SH1 1	2/3/2021	HTF - COORDINATED ENTRY	5,568.00	
			11322-19-SH5 1	2/3/2021	HTF - FAMILY SHELTER - JAN	1,436.00	
			11322-19-SH2 1	2/3/2021	HTF - POINT IN TIME COUNT	1,208.00	
			11322-19-SH3 1	2/3/2021	HTF - HOMELESSNESS MANA	561.00	14,698.00
3/2/2021	0028699	SOUND PUBLISHING INC	PDN917178	1/10/2021	HTF - REQUEST FOR	180.12	180.12
3/2/2021	0026762	THE ANSWER FOR YOUTH	11322-19-TAFY1	2/4/2021	HTF - BRIDGING THE GAP 9 -	2,102.31	2,102.31
3/2/2021	0000577	FIRST STEP FAMILY SUPPORT	11323-21-FSFS	2/9/2021	CD/MH - PARENTS AS TEACH	6,901.34	6,901.34
3/2/2021	0025990	NONDEPARTMENTAL, CLALLA	20MB015-3	1/21/2021	CD/MH - Q3 2020 POSTAGE	21.35	
			21MB003-3	1/21/2021	CD/MH - Q4 2020 POSTAGE	19.40	40.75
3/2/2021	0030719	REFLECTIONS COUNSELING,	11323-20-RCSG	2/3/2021	CD/MH - CRISIS MANAGEMEN	874.92	
			11323-20-RCSG	2/3/2021	CD/MH - CRISIS INTERVENTI	721.09	
			11323-20-RCSG	7/16/2020	CD/MH - CRISIS INTERVENTI	164.72	1,760.73
3/2/2021	0001433	SERENITY HOUSE OF CLALLA	11323-21-SH-HA	2/4/2021	CD/MH - ADMINISTRATION OI	2,016.00	2,016.00
3/2/2021	0001763	WEST END OUTREACH	11323-20-WEO	1/19/2021	CD/MH - BEHAVIORAL HEALT	4,096.25	4,096.25
3/2/2021	0000591	FORKS ABUSE PROGRAM	11324-19-FAP 1	1/26/2021	AH - EMERGENCY SHELTER	455.20	455.20

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/2/2021	0000577	FIRST STEP FAMILY SUPPORT	11331-20-FSSPF	2/5/2021	DDD - SUPPORTED PARENTII	525.00	525.00
3/2/2021	0001017	MORNINGSIDE INC	MS SSD Jan 202	2/11/2021	DDD - SSD - JANUARY 2021	315.00	315.00
3/2/2021	0017530	PIERCE JONES & ASSOCIATE	PJA SSD Jan 20	2/12/2021	DDD - SSD - JANUARY 2021	1,725.00	1,725.00
Sub total for U S BANK:							94,797.85

apChkLst
02/23/2021 3:37:09PM

Final Check List
CLALLAM COUNTY

HR

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/2/2021	0017582	ARTHUR J GALLAGHER RMS	3742140	2/18/2021	INVOICE 3742140	2,150.00	2,150.00
3/2/2021	0026573	SHORE, HOWARD	PF1064	2/18/2021	INVOICE PF1064	225.00	225.00
Sub total for U S BANK:							2,375.00

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/2/2021	0000522		LEOFF FEB 21 I	2/18/2021	LEOFF FEB 21 DE	4,584.06	4,584.06
3/2/2021	0002036		LEOFF FEB 21 I	2/18/2021	LEOFF FEB 21 DL	148.50	148.50
3/2/2021	0002037		LEOFF FEB 21 I	2/18/2021	LEOFF FEB 21 DG	148.50	148.50
3/2/2021	0002038		LEOFF FEB 21 I	2/18/2021	LEOFF FEB 21 DR	148.50	148.50
3/2/2021	0002041		LEOFF FEB 21 I	2/18/2021	LEOFF FEB 21 DS	602.39	602.39
3/2/2021	0002042		LEOFF FEB 21 I	2/18/2021	LEOFF FEB 21 DS	602.39	602.39
3/2/2021	0002047		LEOFF FEB 21 I	2/18/2021	LEOFF FEB 21 RC	1,154.06	1,154.06
3/2/2021	0002047		LEOFF FEB 21 I	2/18/2021	LEOFF FEB 21 RS	148.50	148.50
3/2/2021	0022748		LEOFF FEB 21 I	2/18/2021	LEOFF FEB 21 FD	148.50	148.50
Sub total for U S BANK:							7,083.01

redacted

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/2/2021	0000296	CENTURYLINK	406569255-0217	3/1/2021	FORKS T-1 LINE	645.97	
			300425321-0217	3/1/2021	FORKS TO FORKS T-1	501.82	
			406389122-0217	3/1/2021	FORKS SHERIFF #2	294.92	
			300511193-0217	3/1/2021	FORKS COURTROOM FAX	79.92	
			406493163-0217	3/1/2021	PENCOM RINGDOWN	77.70	
3/2/2021	0000674	GOVCONNECTION, INC.	300561295-0217	3/1/2021	CLALLAM BAY DISPATCH	71.80	1,672.13
			70920155	3/1/2021	SHER20210104 - (19) DESKTC	14,449.73	
			70926454	3/1/2021	IT20210126 - (10) LAPTOP DO	1,963.95	
			70937958	3/1/2021	IT20210129 - LAPTOP HR, RIS	1,025.08	17,438.76
3/2/2021	0001179	PACIFIC OFFICE EQUIPMENT	1072491	3/1/2021	TAG SC157033 - HP LASER S	92.48	92.48
3/2/2021	0004211	CENTURYLINK	3604527831-021	3/1/2021	MAIN COURTHOUSE	1,512.74	
			3604529079-021	3/1/2021	PUBLIC HEALTH (3RD ST)	349.88	
			3604521625-021	3/1/2021	TELEPHONE MAINT SWITCH	61.11	1,923.73
3/2/2021	0023718	AT&T	3604574397-021	3/1/2021	JUVIE COURTOOM FAX LD	52.03	52.03
3/2/2021	0043864	ZOOM VIDEO COMMUNICATIO	INV68057712	3/1/2021	IT20210210 - ZOOM ROOM C	187.42	187.42
Sub total for U S BANK:							21,366.55

apChkLst
02/23/2021 3:55:23PM

Final Check List
CLALLAM COUNTY

Juv Svcs

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/2/2021	0000159	BOB BARKER CO INC	WEB000706830	2/5/2021	DET SUPPLIES	95.76	95.76
3/2/2021	0000363	CLALLAM COUNTY SHERIFF	C21-002	2/16/2021	DET MEALS	352.80	352.80
3/2/2021	0000672	GOOD SOURCE	SI0516274	2/11/2021	DET FOOD	184.50	184.50
3/2/2021	0017787	DAIRY FRESH FARMS INC	8082104709	2/16/2021	DET FOOD	123.37	123.37
3/2/2021	0028699	SOUND PUBLISHING INC	PDN917911	1/20/2021	ADVERTISING-LEGAL NOTICI	175.38	175.38
3/2/2021	0041147	AMERIGAS PROPANE LP	3117995097	2/6/2021	UTILITIES	780.75	780.75
Sub total for U S BANK:							1,712.56

apChkLst
02/23/2021 3:59:56PM

Final Check List
CLALLAM COUNTY

Law Library

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/2/2021	0000186	MATTHEW BENDER & CO., IN	23192976	12/24/2020	US SUP CT RPT LED2D ADVA	480.61	480.61
3/2/2021	0000907	LEXISNEXIS	3093076677	1/31/2021	LEXIS ADVANCE ONLINE SHE	286.00	286.00
3/2/2021	0001179	PACIFIC OFFICE EQUIPMENT	1073577	1/31/2021	COPIER SERVICE FEBRUARY	54.40	54.40
Sub total for U S BANK:							821.01

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/2/2021	0000360	CLALLAM COUNTY ER&R	2021.014E	2/18/2021	DECEMBER #58	7.24	7.24
3/2/2021	0000933	LUCERO, CATHLEEN	LUCERO2021 2	2/18/2021	OFFICE SUPPLIES	123.73	
			02276427	2/18/2021	GLOVES, GLASSES	105.31	
			AO4915	2/18/2021	TOOLS	84.73	
			10477009	2/18/2021	BOOK, OFFICE LIBRARY	81.60	
			674414	2/18/2021	FIELD SUPPLIES	81.31	
			C87595	2/18/2021	STAKES	18.99	
			LUCERO2021 1	2/18/2021	BOARD MEETING MATERIALS	6.00	501.67
3/2/2021	0028699	SOUND PUBLISHING INC	8012614	2/18/2021	PUBLIC HEARING NOTICES	77.51	77.51
Sub total for U S BANK:							586.42

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/2/2021	0000034	AIR FLO HEATING CO	33805748	2/18/2021	CH HVAC PREVENTATIVE MA	3,198.72	
3/2/2021	0000172	BAXTER A/P OFFICE	33810507	2/18/2021	VET CNTR HVAC PREVENTAT	2,730.88	5,929.60
			15-723315	2/18/2021	CH COMPRESSOR BELT BOIL	26.37	
3/2/2021	0000196	BILLS PLUMBING & SANIKAN	15723316	2/18/2021	CH COMPRESSOR BELT BOIL	26.37	52.74
			S3600353	2/18/2021	FWB SANIKAN	100.00	
			s3600560	2/18/2021	DRA SANIKAN	95.00	
			S3600198	2/18/2021	RDG SANIKAN	95.00	
			s3600162	2/18/2021	RH SANIKAN	90.00	380.00
3/2/2021	0000366	CLALLAM COUNTY TREASUR	204-18289	2/18/2021	SMPK SC 2021 PROPERTY T/	17.98	17.98
3/2/2021	0000561	FERGUSON ENTERPRISES IN	9025037	2/18/2021	CDJ PLUMBING PARTS FOR \	552.05	
			9027853	2/18/2021	CDJ PLUMBING PARTS FOR \	84.32	636.37
3/2/2021	0000659	GLASS SERVICES CO., INC	51085	2/18/2021	JUV REPAIR TO ENTRY DOOF	2,300.97	2,300.97
3/2/2021	0000677	GRAINGER INC	90808087176	2/18/2021	JAIL LITHIUM BATTERY WALL	50.35	
			9803519793	2/18/2021	2105UP CABLE FOR REPLACI	45.33	95.68
3/2/2021	0001198	PART WORKS INC, THE	inv64475	2/18/2021	2109UP JUV HW BOILER REP	1,647.44	
			INV64545	2/18/2021	JAIL GASKET O-RING	35.24	1,682.68
3/2/2021	0001252	PORT ANGELES, CITY OF	63871-98716 1/2	2/18/2021	CH JAN 2021 UTIL AND GARB	21,198.15	
			63871-147906 1,	2/18/2021	CH JAN 2021 UTIL	3,243.99	
			60327-89776 1/2	2/18/2021	3RD ST JAN 2021 UTIL & GAR	840.60	
			48731-101384 1,	2/18/2021	CH JAN 2021 UTIL AND GARB	362.93	25,645.67
3/2/2021	0001300	PUBLIC UTILITY DISTRICT	43120 1/21	2/18/2021	RH JAN 2021 ELECT	350.03	
			67069 1/21	2/18/2021	SMPK CLINE SPIT JAN UNME	21.30	371.33
3/2/2021	0001540	SWAIN'S GENERAL STORE IN	283578	2/18/2021	M UNIFORM PANTS (2) T BLA	86.76	
			283292	2/18/2021	SC RODENT TRAPS AND BAI	55.36	
			283743	2/18/2021	M UNIFORM PANTS (1) M RE\	54.26	196.38
3/2/2021	0001577	THYSSENKRUPP ELEVATOR (1	000333178	2/18/2021	2002FAC ELEVATOR MODER	50,900.56	50,900.56
3/2/2021	0001577	THYSSENKRUPP ELEVATOR (1	000324650	2/18/2021	2002FAC ELEVATOR MODER	30,280.56	30,280.56
3/2/2021	0033632	PRICE MEDIA, INC, OUTDOOF	14957	2/18/2021	SC DRA OUTDOOR NW ADVE	1,237.50	1,237.50
3/2/2021	0037042	OFFICE DEPOT	151350902001	2/18/2021	FG MARKERS, LABELS, DESK	60.00	
			151368588001	2/18/2021	FG MAILING LABELS	14.79	74.79
3/2/2021	0038174	COASTAL FARM & RANCH	1506	2/18/2021	SMPK CLEAR HEAT SPLATTE	8.68	8.68
3/2/2021	0041504	IML SECURITY SUPPLY	2777911	2/18/2021	VET CNTR DOORLOCK UPGF	122.72	122.72

Bank : apbank U S BANK

(Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	3/2/2021	0041605	HOME DEPOT PRO				
			600560577	2/18/2021	CH BOWL CLEANER PAPER 1	1,253.51	
			599040656	2/18/2021	2007FAC FG WALKOFF MATS	255.03	
			598828770	2/18/2021	CDJ MORTOR MIX, KEY	20.79	
			598829588	2/18/2021	CDJ KEY CREDIT RETURN	-3.51	1,525.82
Sub total for U S BANK:							121,460.03

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/2/2021	0000363	CLALLAM COUNTY SHERIFF	2150001105	2/18/2021	PERSONAL SERVICE	40.00	
			2150001005	2/18/2021	PERSONAL SERVICE	40.00	80.00
3/2/2021	0000546	EXPRESS SERVICES, INC	24977506	2/18/2021	EXPRESS	1,388.80	1,388.80
3/2/2021	0001113	OFFICE DEPOT, INC	153751088001	2/18/2021	OFFICE SUPPLIES	140.58	140.58
3/2/2021	0001136	OLYMPIC MEDICAL CENTER	97120496635501	2/18/2021	CORONER FEES	250.00	250.00
3/2/2021	0001179	PACIFIC OFFICE EQUIPMENT	1073607	2/18/2021	POE CONTRACT	240.26	
			1073608	2/18/2021	POE CONTRACT	153.84	
			1073606	2/18/2021	POE CONTRACT	139.47	
			1073609	2/18/2021	POE CONTRACT	59.96	
			1073605	2/18/2021	POE	44.99	638.52
3/2/2021	0001252	PORT ANGELES, CITY OF	74359-155474 2	2/18/2021	UTILITIES	231.60	231.60
3/2/2021	0003059	CHELAN COUNTY SHERIFF	2150000905	2/18/2021	PERSONAL SERVICE	105.60	105.60
3/2/2021	0039815	SUTHERLAND, ROCHELLE	SUTHERLAND 2	2/18/2021	MILEAGE	42.00	42.00
Sub total for U S BANK:							2,877.10

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/2/2021	0000099	A-1 AUTO PARTS	1303467	2/11/2021	Heavyweight bed mat - PA 137	145.34	
			1307585	2/10/2021	Heavyweight bed mat - PA 106	145.34	290.68
3/2/2021	0000172	BAXTER A/P OFFICE	15-723518	2/16/2021	Explorer Blk Frt - PA S327	135.03	
			15-723512	2/12/2021	Wipers - PA 180	27.18	162.21
3/2/2021	0000772	INDUSTRIAL HYDRAULICS INC	A332867	2/4/2021	White Motor - PA 402	572.92	
			A332866	2/4/2021	LC Stores/Mac Valves	229.58	802.50
3/2/2021	0000786	INTERSTATE BATTERY SYSTE	22065721	2/16/2021	PA Stores/Battery	138.12	138.12
3/2/2021	0000810	JERRYS SMALL ENGINES	46544	2/4/2021	Wheel assy - LC 2322	46.60	46.60
3/2/2021	0000917	LINCOLN INDUSTRIAL CORP	1158052	2/15/2021	Shear-pn 2" - PA 206	729.83	729.83
3/2/2021	0001187	PAPE MACHINERY INC	12492877	2/5/2021	Wheel,v-belt,bushings, idlers - I	568.01	
			12492854	2/3/2021	Filter kit, v-belt,bushings - PA S	178.67	
			12497495	2/5/2021	Returns:Idlers, v-belt, m.blade-f	-136.68	610.00
3/2/2021	0001255	PRICE FORD LINCOLN MERCI	5036810	2/11/2021	Wheel asy - PA S354	1,007.92	
			5036811	2/11/2021	Wheel asy - PA S357	1,007.92	
			5036825	2/11/2021	Touch-up paint - PA S327	15.51	2,031.35
3/2/2021	0001258	PORT ANGELES POWER EQU	97958421	2/13/2021	Element, air cleaner, s.plug - P/	29.27	29.27
3/2/2021	0001405	LES SCHWAB TIRE CENTERS	38000634961	2/12/2021	PA Stores/Tires	2,240.49	
			38000635508	2/16/2021	Tires, balance - PA CG4	1,308.64	
			38000635585	2/16/2021	Tire - PA 20-BILL, CCSO Chain	267.88	3,817.01
3/2/2021	0001551	TACOMA SCREW PRODUCTS	14398808	2/9/2021	Fittings, bandsaw blades - PA	205.93	205.93
3/2/2021	0001781	WHITEHEADS AUTO PARTS	1186854	2/11/2021	Degreaser, glass cleaner - LC	130.00	130.00
3/2/2021	0017663	ARAMARK UNIFORM SVCS	11992111788	2/11/2021	Laundry services - WE	18.03	
			11992117211	2/16/2021	Laundry services - PA	16.32	34.35
3/2/2021	0022435	RACE STREET AUTO PARTS	522383	2/16/2021	Fuel & oil filters - PA 163	65.08	
			522384	2/16/2021	PA Stores/Filters	65.08	
			520929	2/4/2021	Wipers - SQ 105	46.89	
			521427	2/9/2021	Starting fluid, spark plugs - SQ	20.85	197.90
3/2/2021	0025990	NONDEPARTMENTAL, CLALL	20MB012, 50301	1/21/2021	Postage - 3rd Qtr 2020 - ER&R	123.10	
			21MB001, 50301	1/21/2021	Postage - 4th Qtr 2020- ER&R	55.15	178.25
3/2/2021	0036553	BRAKE & CLUTCH SUPPLY	IN652301	2/17/2021	PA Stores/Worklamp	506.14	506.14
3/2/2021	0042872	PROPANE NORTHWEST	1503381369	2/12/2021	Propane delivery - SQ	554.20	
			1503224396	2/9/2021	Propane delivery - LC	311.53	865.73

Sub total for U S BANK: 10,775.87

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/2/2021	0000196	BILLS PLUMBING & SANIKAN	IS3600389	2/15/2021	02/21~03/21 SQ SHOP SANIK/	95.00	95.00
3/2/2021	0000331	CLALLAM COUNTY AUDITOR	21-125176	2/11/2021	AGREEMENT - ODT ELWHA C	111.50	111.50
3/2/2021	0000352	CLALLAM COUNTY DEPT OF,	601	2/5/2021	01/21 IT SUPPORT	2,541.66	2,541.66
3/2/2021	0000370	CLALLAM TITLE CO	125114	10/23/2020	TITLE INS PREMIUM - BEEBE	544.00	544.00
3/2/2021	0000546	EXPRESS SERVICES, INC	24977493-10101	2/2/2021	01/25/21~01/31/21 ROADS	4,388.75	4,388.75
3/2/2021	0000555	FASTENAL COMPANY	WAPOR80990	1/28/2021	MAINTENANCE SUPPLIES - S	71.79	71.79
3/2/2021	0000709	HARBOR SAW & SUPPLY	638911	2/3/2021	MAINTENANCE SUPPLIES - L	169.39	
			639851	2/10/2021	MAINTENANCE SUPPLIES - L	58.88	
			639957	2/3/2021	MAINTENANCE SUPPLIES - L	-71.47	156.80
3/2/2021	0000810	JERRYS SMALL ENGINES	46632	2/10/2021	MAINTENANCE SUPPLIES - L	41.18	41.18
3/2/2021	0001721	WA ST DEPT OF TRANSPORT,ATB10119086		1/19/2021	PAVE ODT	6,125.57	6,125.57
3/2/2021	0001740	WSU EXTENSION OF CLALLA 121		2/9/2021	01/21 ROADSIDE WEED MAN.	6,642.50	6,642.50
3/2/2021	0004211	CENTURYLINK	6812667-020721	2/7/2021	360-681-2667 726B	199.04	199.04
3/2/2021	0017663	ARAMARK UNIFORM SVCS IN	1992117212	2/16/2021	LAUNDRY SERVICE - PA	16.32	
			1992111787	2/11/2021	LAUNDRY SERVICE - LC	16.28	
			1992111803	2/11/2021	LAUNDRY SERVICE - SQ	16.28	48.88
3/2/2021	0021386	STAPLES ADVANTAGE	3468407479	1/26/2021	MAINTENANCE SUPPLIES - P	38.80	
			3468407478	1/30/2021	MAINTENANCE SUPPLIES - P	7.35	46.15
3/2/2021	0022435	RACE STREET AUTO PARTS	520697	2/3/2021	MAINTENANCE SUPPLIES - S	53.99	53.99
Sub total for U S BANK:							21,066.81

Check History Listing
CLALLAM COUNTY

Public Works

Bank code: apbank

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
	03/02/2021	0000366 CLALLAM COUNTY TREASURER			204-18269	01/31/2021	6.91	6.91
	03/02/2021	0001700 WA ST DEPT OF ECOLOGY			2021-BA0024431	02/11/2021	1,083.31	
					2021-BA0024449	02/11/2021	1,017.99	2,101.30
	03/02/2021	0000546 EXPRESS SERVICES, INC			24977493-40201	02/02/2021	364.26	364.26
	03/02/2021	0001300 PUBLIC UTILITY DISTRICT			119587-021621	02/16/2021	442.53	442.53
	03/02/2021	0001426 SEQUIM, CITY OF			C20-012	01/04/2021	3,097.17	3,097.17
	03/02/2021	0000546 EXPRESS SERVICES, INC			24977493-43401	02/02/2021	327.79	327.79
apbank Total:								6,339.96
Total Checks:								6,339.96

6 checks in this report

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/2/2021	0000159	BOB BARKER CO INC	WEB000706615	2/4/2021	INMATE SHOES	601.24	601.24
3/2/2021	0000296	CENTURYLINK	410622965-Feb2	2/6/2021	DATA CONNECTION	2,396.59	2,396.59
3/2/2021	0000296	CENTURYLINK	406092135-Feb2	2/6/2021	DATA CONNECTION	1,236.58	1,236.58
3/2/2021	0000296	CENTURYLINK	300421654-Feb2	2/6/2021	TELEPHONE SERVICE	224.96	224.96
3/2/2021	0000331	CLALLAM COUNTY AUDITOR	021821	2/18/2021	RECONCILING SHERIFF'S AD	35.25	35.25
3/2/2021	0000354	CLALLAM COUNTY SEWER DI	1481-Feb21	2/17/2021	GARBAGE DISPOSAL - SLIP F	56.50	56.50
3/2/2021	0000494	DRAKES U-BAKE PIZZA & SUE	012521	1/25/2021	FOOD FOR VOLUNTEERS AT	2,393.60	2,393.60
3/2/2021	0000918	LINCOLN STREET STATION	Account1-Jan21	2/3/2021	SHIPPING CHARGES	325.00	325.00
3/2/2021	0001252	PORT ANGELES, CITY OF	82495-151160-F	2/6/2021	UTILITIES - FRONT ST - JAN 2	464.48	464.48
3/2/2021	0001300	PUBLIC UTILITY DISTRICT	88052-Feb21	2/11/2021	UTILITIES - KITFOX LN	43.37	43.37
3/2/2021	0001540	SWAIN'S GENERAL STORE IN	283703	2/15/2021	CHAIN GANG SUPPLIES	192.12	192.12
3/2/2021	0001828	NIKOLA ENGINEERING INC	48556	2/16/2021	END POINTS - FEB 2021	1,198.50	1,198.50
3/2/2021	0001862	SAFEGUARD BUSINESS SYST	034423054	2/8/2021	DEPOSIT TICKETS FOR PRIS	111.59	111.59
3/2/2021	0004033	CHASTAIN, ANNE	1113145618	2/6/2021	FOOD FOR VOLUNTEERS AT	559.81	559.81
3/2/2021	0019414	FRIENDSHIP DIVERSION SER	020921	2/9/2021	ELECTRONIC HOME MONITO	1,527.50	1,527.50
3/2/2021	0021923	FIRST RACE CAR WASH	123120	12/31/2020	CAR WASHES	210.00	210.00
3/2/2021	0037042	OFFICE DEPOT	153896247001	2/10/2021	OFFICE SUPPLIES	224.88	
			152496501001	2/1/2021	OFFICE SUPPLIES	105.36	
			153829668001	1/29/2021	OFFICE SUPPLIES	44.60	
			152802464001	1/28/2021	OFFICE SUPPLIES	43.40	
			152803154001	1/28/2021	OFFICE SUPPLIES	13.05	431.29
3/2/2021	0041515	TRI-TECH FORENSICS INC	402702	2/11/2021	CHAIN GANG SUPPLIES	122.00	122.00
Sub total for U S BANK:							12,130.38

Bank : apbank U S BANK

[illegible]

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/2/2021	0000716	HAYDEN, JOHN F	JH 02-21	2/11/2021	FEBRUARY 2021 - CHINS/YAF	2,333.33	2,333.33
3/2/2021	0002298	JOHN D BLACK, PLLC	JB 02-21	2/11/2021	FEBRUARY 2021 - JUVENILE	700.00	700.00
3/2/2021	0001607	KAREN L UNGER, P.S.	KU 02-21	2/11/2021	FEBRUARY 2021 - ADULT CRI	3,000.00	3,000.00
3/2/2021	0020134	STANLEY B MYERS, JR, ATTO	SM 02-21	2/11/2021	FEBRUARY 2021 - ADULT CRI	3,000.00	3,000.00
3/2/2021	0021617	WOLFLEY LAW OFFICE P.S.	LW 02-21	2/11/2021	FEBRUARY 2021 - ADULT CRI	3,000.00	3,000.00
			JW 02-21	2/11/2021	FEBRUARY 2021 - CONTEMP	375.00	3,375.00
3/2/2021	0000357	CLALLAM-JEFFERSON CO PR	01-21 CF	2/12/2021	JANUARY 2021 - COURT FACI	260.00	260.00
3/2/2021	0001212	PENINSULA DISPUTE RESOL	01-21 PDRC	2/12/2021	JANUARY 2021 - PDRC SURC	705.00	705.00
Sub total for U S BANK:							13,373.33

apChkLst
02/24/2021 11:34:59AM

Final Check List
CLALLAM COUNTY

Treasurer

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/2/2021	0001972	WA ST ASSOC OF CO TREAS	2021-5	2/18/2021	ANNUAL DUES	100.00	100.00
3/2/2021	0037042	OFFICE DEPOT	155656960001	2/18/2021	COPY PAPER	174.04	
			155656480001	2/18/2021	AIR FILTERS	168.06	342.10
Sub total for U S BANK:							442.10

apChkLst
02/17/2021 3:10:27PM

Final Check List
CLALLAM COUNTY

Veterans

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/17/2021	0001252	PORT ANGELES, CITY OF	BP6298 2/17/2021	2/17/2021 UTILITIES	199.30	199.30
	2/17/2021	0001300	PUBLIC UTILITY DISTRICT	BP6298 2/17/2021	2/17/2021 UTILITIES	512.21	512.21
	2/17/2021	0019262	PARTNERS IN WELL-BEING, IISM6115 2/17/21	2/17/2021	MEDICAL	250.00	250.00
	2/17/2021	0020849	U S BANK	SJ6675 2/17/21	2/17/2021 FOOD	250.00	
				RA5095 2/17/21	2/17/2021 FOOD	100.00	
				SJ6675 2/17/21	2/17/2021 FUEL	100.00	
				RA5095 2/17/21	2/17/2021 FUEL	50.00	500.00
					Sub total for U S BANK:		1,461.51

apChkLst
02/24/2021 11:41:15AM

Final Check List
CLALLAM COUNTY

WSU Ext

Page: 1

Bank : apbank U S BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	3/2/2021	0001211	PENINSULA DAILY NEWS	pdn2021	3/1/2021 PDN 2021 SUBSCRIPTION	150.80	150.80
Sub total for U S BANK:							150.80



16
3/2/21

Payroll Ending: 2/15/2021

Gross Earnings:	\$713,433.17
Benefits Paid:	\$165,283.99
Total Expenditures:	\$878,717.16

STATE OF WASHINGTON)
)
COUNTY OF CLALLAM)

This is to certify that the foregoing 'Labor Distribution Totals by Fund' Report for the period herein indicated is a full, true, and correct representation of the earnings and benefits paid to all Clallam County employees as recorded in the books of original entry maintained by this office.

WITNESS MY HAND THIS 19th DAY OF February 2021


SANDY WILLIAMS, CHIEF DEPUTY FOR
SHOONA RIGGS, CLALLAM COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the payroll herein specified has been disbursed and that the earnings and benefits listed above are approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

RANDY JOHNSON

MARK OZIAS

BILL PEACH

(County Administrator)

COPY

Payroll and Benefits Paid for semi-monthly payroll: February 1-15, 2021

Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employee s Paid by Fund #	Total Expenditures
COUNTY (Semi-Monthly)					
General Fund	00100	469,267.87	105,309.70	179	574,577.57
Sheriff: Boating Safety	11003				0.00
HHS	11301	20,489.71	4,917.48	10	25,407.19
HHS-Alcohol/Drug	11321				0.00
HHS-Homeless Task Force	11322	750.29	175.35	1	925.64
HHS-CD/MH	11323	750.29	175.35	1	925.64
HHS-Dev Disabilities	11331				0.00
Prosecutor-Local Crime Victim	11701	4,747.22	1,110.74	2	5,857.96
Treasurer- O&M	12201	1,172.23	275.61	1	1,447.84
Auditor-Doc Preservation	12401	1,952.74	459.40	2	2,412.14
Noxious Weed Control	13001	1,770.01	439.61	1	2,209.62
Veterans Relief	19914	3,501.93	825.97	2	4,327.90
Lwr Dungeness Floodplain	30301	557.33	129.95	1	687.28
HR-Risk Management	50401	11,708.34	2,905.59	4	14,613.93
HR-Workers Compensation	50501	1,483.01	364.79	2	1,847.80
Wellness Benefit/Transit Passes	50601				0.00
		518,150.97	117,089.54		635,240.51
ROADS					
PW - Roads	10101	160,375.63	39,652.51	67	200,028.14
PW - Flood Control	10135	2,783.08	682.67	5	3,465.75
Dungeness Reservoir	30401	873.04	212.57	1	1,085.61
PW - Carlsborg Sewer Project	30801				0.00
PW - Solid Waste	40201	1,224.28	285.63	2	1,509.91
Clallam Bay/Sekiu Sewer	41401	9,895.87	2,397.19	12	12,293.06
PW - Carlsborg Sewer M&O	42401	1,365.67	326.59	5	1,692.26
ER&R	50301	18,764.63	4,637.29	15	23,401.92
Wellness Benefit/Transit Passes	50601				0.00
		195,282.20	48,194.45		243,476.65
TOTALS		713,433.17	165,283.99		878,717.16

Prepared by:

COPY

Angela D Klann, Deputy Auditor

pyLDFnd
02/19/2021 10:05:25AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle sc

Semi-Monthly

Page: 1

Fund Worked : 00100
Emps : 179

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		383,027.45	12,655.40	h	HOLIDAY		33,524.56	1,115.68
v	VACATION		14,203.19	443.30	s	SICK		13,324.94	452.45
fh	FLOATING HOLIDAY		10,796.10	410.10	o15s	OVERTIME X 1.5 - SHERIFF DEPT		6,964.44	155.00
adml	ADMINISTRATIVE LEAVE PAID		1,387.40	80.00	hazpay	HAZARD PAY		903.40	
auto	AUTO ALLOWANCE CONTRACTUAL		680.00		aute	AUTO ALLOWANCE ELECTED		680.00	
ohjd	OT HOLIDAY - JUV DETENTION		636.43	18.00	oth	OVERTIME X 1.5 - HOURLY		629.77	49.65
cu	COMP USED		574.35	19.25	bsba	BS/BA EDUCATION INCENTIVE		535.77	
uapr	URINE ANALYSIS PREMIUM		305.50		aaas	AA/AS EDUCATION INCENTIVE		280.28	
phsm	PHONE STIPEND SMART PHONE		280.00		oc2	ON CALL NON-SHIFT DAY		180.08	2.00
o15j	OVERTIME x 1.5 - JUV DETENTION		139.72	4.00	flxu	FLEX TIME USED (NO RUN BAL)		131.96	3.50
asp	SHERIFF ACTING SUPERVISOR PAY		40.08	27.50	cp	COMP TIME PAID - COUNTY		18.17	0.76
aspj	ACTING SUPERVISOR PAY JUVENILE		15.84	12.00	lon5	LONGEVITY - 5 YEARS 1619LC		8.44	
					Totals:			469,267.87	15,448.59

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	40,790.30
pers2	PERS 2 RETIREMENT	24,348.47
icm457	ICMA DEFERRED COMP	6,996.65
leoff2	LEOFF 2 RETIREMENT	4,252.42
h457	MASSMUTUAL 457	2,790.75
udteam	UNION DUES - TEAMSTERS	2,456.31
dshs	DSHS CHILD SUPPORT	762.38
l&i	L&I - SELF INSURED	668.88
pers1	PERS 1 RETIREMENT	481.75
udcd	UNION DUES - 1619 CD C	436.95
udmp	UNION DUES - 1619 MP	291.30
udcs	UNION DUES - 1619 CS	29.13

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	28,841.82
401a	401A DEFERRED COMPENSATION	9,241.49
medtx	MEDICARE TAX	6,745.25
psers	PSERS RETIREMENT	3,561.31
pers3	PERS 3 RETIREMENT	2,498.63
fmlatx	WA Paid Family & Medical Leave	1,178.21
n457	NATIONWIDE 457	700.14
rth457	ROTH-ICMA DEFERRED COMP	612.32
udpd	UNION DUES - 1619 D	459.94
udlc	UNION DUES - 1619 LC	307.58
udps	UNION DUES - 1619 S	34.88
garnfe	GARNISHMENT FEE	1.00
Totals:		138,487.86

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	39,972.23
401a	401A DEFERRED COMPENSATION	8,823.57
psers	PSERS RETIREMENT	6,059.17
pers3	PERS 3 RETIREMENT	4,996.07
pers1	PERS 1 RETIREMENT	1,041.38
unemp	UNEMPLOYMENT	432.86

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	28,841.82
medtx	MEDICARE TAX	6,745.25
l&i	L&I - SELF INSURED	5,076.52
leoff2	LEOFF 2 RETIREMENT	2,638.60
fmlatx	WA Paid Family & Medical Leave	682.23

Page: 1

pyLDFnd
02/19/2021 10:05:25AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle sc

Page: 2

Fund Worked : 00100
Emps : 179

Totals:	<u>105,309.70</u>	
Gross Earnings by Fund:	<u>469,267.87</u>	<u>15,448.59</u>
Total Fund Deductions:	<u>138,487.86</u>	
Fund Net:	<u>330,780.01</u>	

Page: 2

pyLDFnd
02/19/2021 10:05:25AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle sc

Page: 3

Fund Worked : 11301
Emps : 10

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		17,205.68	690.45	h	HOLIDAY		1,758.20	70.40
v	VACATION		806.05	25.60	s	SICK		358.60	14.80
oth	OVERTIME X 1.5 - HOURLY		215.40	16.35	fh	FLOATING HOLIDAY		145.78	8.00
					Totals:			20,489.71	825.60
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		1,485.34	fedtx	FEDERAL WITHHOLDING TAX		1,311.28		
socsec	SOCIAL SECURITY		1,270.38	401a	401A DEFERRED COMPENSATION		695.86		
icm457	ICMA DEFERRED COMP		566.09	medtx	MEDICARE TAX		297.10		
udteam	UNION DUES - TEAMSTERS		179.31	pers3	PERS 3 RETIREMENT		168.80		
udmp	UNION DUES - 1619 MP		58.26	fmlatx	WA Paid Family & Medical Leave		51.91		
l&i	L&I - SELF INSURED		36.79	Totals:			6,121.12		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		2,438.60	socsec	SOCIAL SECURITY		1,270.38		
401a	401A DEFERRED COMPENSATION		396.88	medtx	MEDICARE TAX		297.10		
l&i	L&I - SELF INSURED		245.06	pers3	PERS 3 RETIREMENT		218.93		
fmlatx	WA Paid Family & Medical Leave		30.05	unemp	UNEMPLOYMENT		20.48		
				Totals:			4,917.48		
				Gross Earnings by Fund:			20,489.71	825.60	
				Total Fund Deductions:			6,121.12		
				Fund Net:			14,368.59		

Page: 3

pyLDFnd
02/19/2021 10:05:25AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle sc

Page: 4

Fund Worked : 11322
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		682.08	24.00	h	HOLIDAY		68.21	2.40
					Totals:			750.29	26.40
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		59.28	socsec	SOCIAL SECURITY		46.52		
fedtx	FEDERAL WITHHOLDING TAX		23.52	401a	401A DEFERRED COMPENSATION		22.51		
udteam	UNION DUES - TEAMSTERS		16.01	medtx	MEDICARE TAX		10.88		
fmlatx	WA Paid Family & Medical Leave		1.90	l&i	L&I - SELF INSURED		1.24		
				Totals:			181.86		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		97.32	socsec	SOCIAL SECURITY		46.52		
401a	401A DEFERRED COMPENSATION		15.00	medtx	MEDICARE TAX		10.88		
l&i	L&I - SELF INSURED		3.78	fmlatx	WA Paid Family & Medical Leave		1.10		
unemp	UNEMPLOYMENT		0.75						
				Totals:			175.35		
				Gross Earnings by Fund:			750.29		26.40
				Total Fund Deductions:			181.86		
				Fund Net:			568.43		

Page: 4

pyLDFnd
02/19/2021 10:05:25AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle sc

Page: 5

Fund Worked : 11323
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		682.08	24.00	h	HOLIDAY		68.21	2.40
					Totals:			750.29	26.40
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		59.27	socsec	SOCIAL SECURITY		46.52		
fedtx	FEDERAL WITHHOLDING TAX		23.51	401a	401A DEFERRED COMPENSATION		22.51		
udteam	UNION DUES - TEAMSTERS		15.99	medtx	MEDICARE TAX		10.88		
fmlatx	WA Paid Family & Medical Leave		1.90	l&i	L&I - SELF INSURED		1.24		
				Totals:			181.82		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		97.31	socsec	SOCIAL SECURITY		46.52		
401a	401A DEFERRED COMPENSATION		15.01	medtx	MEDICARE TAX		10.88		
l&i	L&I - SELF INSURED		3.78	fmlatx	WA Paid Family & Medical Leave		1.10		
unemp	UNEMPLOYMENT		0.75						
				Totals:			175.35		
				Gross Earnings by Fund:			750.29	26.40	
				Total Fund Deductions:			181.82		
				Fund Net:			568.47		

Page: 5

pyLDFnd
02/19/2021 10:05:25AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle sc

Page: 6

Fund Worked : 11701
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,360.61	181.75	h	HOLIDAY		386.61	16.00
					Totals:			4,747.22	197.75
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
pers2	PERS 2 RETIREMENT		375.03		fedtx	FEDERAL WITHHOLDING TAX		371.74	
socsec	SOCIAL SECURITY		294.33		401a	401A DEFERRED COMPENSATION		190.48	
icm457	ICMA DEFERRED COMP		75.00		medtx	MEDICARE TAX		68.83	
udmp	UNION DUES - 1619 MP		58.26		fmlatx	WA Paid Family & Medical Leave		12.03	
l&i	L&I - SELF INSURED		8.26						
					Totals:			1,453.96	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		615.72		socsec	SOCIAL SECURITY		294.33	
401a	401A DEFERRED COMPENSATION		94.95		medtx	MEDICARE TAX		68.83	
l&i	L&I - SELF INSURED		25.20		fmlatx	WA Paid Family & Medical Leave		6.97	
unemp	UNEMPLOYMENT		4.74						
					Totals:			1,110.74	
					Gross Earnings by Fund:			4,747.22	
					Total Fund Deductions:			1,453.96	
					Fund Net:			3,293.26	

Page: 6

pyLDFnd
02/19/2021 10:05:25AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle sc

Page: 7

Fund Worked : 12201
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,065.66	48.00	h	HOLIDAY		106.57	4.80
					Totals:			1,172.23	52.80
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		92.61	fedtx	FEDERAL WITHHOLDING TAX		78.78		
socsec	SOCIAL SECURITY		72.67	401a	401A DEFERRED COMPENSATION		35.17		
medtx	MEDICARE TAX		17.00	udteam	UNION DUES - TEAMSTERS		15.00		
fmlatx	WA Paid Family & Medical Leave		2.97	l&i	L&I - SELF INSURED		2.48		
				Totals:			316.68		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		152.04	socsec	SOCIAL SECURITY		72.67		
401a	401A DEFERRED COMPENSATION		23.44	medtx	MEDICARE TAX		17.00		
l&i	L&I - SELF INSURED		7.56	fmlatx	WA Paid Family & Medical Leave		1.73		
unemp	UNEMPLOYMENT		1.17						
				Totals:			275.61		
				Gross Earnings by Fund:			1,172.23	52.80	
				Total Fund Deductions:			316.68		
				Fund Net:			855.55		

Page: 7

pyLDFnd
02/19/2021 10:05:25AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle sc

Page: 8

Fund Worked : 12401
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,760.14	79.25	h	HOLIDAY		177.52	8.00
v	VACATION		15.08	0.75					
					Totals:			1,952.74	88.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		155.51	401a	401A DEFERRED COMPENSATION		132.75		
socsec	SOCIAL SECURITY		121.07	pers3	PERS 3 RETIREMENT		112.83		
pers2	PERS 2 RETIREMENT		49.40	medtx	MEDICARE TAX		28.32		
icm457	ICMA DEFERRED COMP		25.00	udteam	UNION DUES - TEAMSTERS		24.88		
fmlatx	WA Paid Family & Medical Leave		4.94	l&i	L&I - SELF INSURED		4.22		
				Totals:			658.92		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers3	PERS 3 RETIREMENT		172.18	socsec	SOCIAL SECURITY		121.07		
pers2	PERS 2 RETIREMENT		81.09	401a	401A DEFERRED COMPENSATION		39.05		
medtx	MEDICARE TAX		28.32	l&i	L&I - SELF INSURED		12.88		
fmlatx	WA Paid Family & Medical Leave		2.86	unemp	UNEMPLOYMENT		1.95		
				Totals:			459.40		
				Gross Earnings by Fund:			1,952.74		88.00
				Total Fund Deductions:			658.92		
				Fund Net:			1,293.82		

Page: 8

pyLDFnd
02/19/2021 10:05:25AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle sc

Page: 9

Fund Worked : 13001
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,247.05	62.00	fh	FLOATING HOLIDAY		321.82	16.00
h	HOLIDAY		160.91	8.00	s	SICK		40.23	2.00
					Totals:			1,770.01	88.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		139.83	fedtx	FEDERAL WITHHOLDING TAX		139.71		
socsec	SOCIAL SECURITY		109.74	401a	401A DEFERRED COMPENSATION		53.10		
medtx	MEDICARE TAX		25.67	udteam	UNION DUES - TEAMSTERS		22.50		
fmlatx	WA Paid Family & Medical Leave		4.48	l&i	L&I - SELF INSURED		3.20		
				Totals:			498.23		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		229.57	socsec	SOCIAL SECURITY		109.74		
401a	401A DEFERRED COMPENSATION		35.40	l&i	L&I - SELF INSURED		34.86		
medtx	MEDICARE TAX		25.67	fmlatx	WA Paid Family & Medical Leave		2.60		
unemp	UNEMPLOYMENT		1.77						
				Totals:			439.61		
				Gross Earnings by Fund:			1,770.01		88.00
				Total Fund Deductions:			498.23		
				Fund Net:			1,271.78		

Page: 9

pyLDFnd
02/19/2021 10:05:25AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle sc

Page: 10

Fund Worked : 19914
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		3,035.28	122.00	h	HOLIDAY		291.77	12.00
fh	FLOATING HOLIDAY		174.88	8.00					
					Totals:			3,501.93	142.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		276.65	socsec	SOCIAL SECURITY		217.12		
401a	401A DEFERRED COMPENSATION		136.61	fedtx	FEDERAL WITHHOLDING TAX		99.70		
medtx	MEDICARE TAX		50.78	udmp	UNION DUES - 1619 MP		22.88		
fmlatx	WA Paid Family & Medical Leave		8.87	l&i	L&I - SELF INSURED		8.26		
				Totals:			820.87		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		454.20	socsec	SOCIAL SECURITY		217.12		
401a	401A DEFERRED COMPENSATION		70.04	medtx	MEDICARE TAX		50.78		
l&i	L&I - SELF INSURED		25.20	fmlatx	WA Paid Family & Medical Leave		5.13		
unemp	UNEMPLOYMENT		3.50						
				Totals:			825.97		
				Gross Earnings by Fund:			3,501.93		142.00
				Total Fund Deductions:			820.87		
				Fund Net:			2,681.06		

Page: 10

pyLDFnd
02/19/2021 10:05:25AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle sc

Page: 11

Fund Worked : 30301
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		479.74	15.15	h	HOLIDAY		50.67	1.60
v	VACATION		26.92	0.85					
					Totals:			557.33	17.60
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
icm457	ICMA DEFERRED COMP		60.01	fedtx	FEDERAL WITHHOLDING TAX		53.38		
pers2	PERS 2 RETIREMENT		44.03	socsec	SOCIAL SECURITY		34.55		
401a	401A DEFERRED COMPENSATION		16.72	medtx	MEDICARE TAX		8.09		
fmlatx	WA Paid Family & Medical Leave		1.42	l&i	L&I - SELF INSURED		0.83		
				Totals:			219.03		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		72.28	socsec	SOCIAL SECURITY		34.55		
401a	401A DEFERRED COMPENSATION		11.14	medtx	MEDICARE TAX		8.09		
l&i	L&I - SELF INSURED		2.52	fmlatx	WA Paid Family & Medical Leave		0.81		
unemp	UNEMPLOYMENT		0.56						
				Totals:			129.95		
				Gross Earnings by Fund:			557.33	17.60	
				Total Fund Deductions:			219.03		
				Fund Net:			338.30		

Page: 11

pyLDFnd
02/19/2021 10:05:25AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle sc

Page: 12

Fund Worked : 50401
Emps : 4

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		8,906.62	222.00	v	VACATION		1,065.69	44.13
h	HOLIDAY		1,021.37	26.00	s	SICK		544.66	8.00
auto	AUTO ALLOWANCE CONTRACTUAL		170.00						
					Totals:			11,708.34	300.13
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		1,388.32	h457	MASSMUTUAL 457		847.62		
socsec	SOCIAL SECURITY		775.13	pers2	PERS 2 RETIREMENT		438.22		
401a	401A DEFERRED COMPENSATION		198.50	medtx	MEDICARE TAX		181.29		
icm457	ICMA DEFERRED COMP		118.76	fmlatx	WA Paid Family & Medical Leave		29.67		
l&i	L&I - SELF INSURED		13.42	Totals:			3,990.93		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
h457	MASSMUTUAL 457		777.07	socsec	SOCIAL SECURITY		775.13		
pers2	PERS 2 RETIREMENT		719.45	401a	401A DEFERRED COMPENSATION		350.59		
medtx	MEDICARE TAX		181.29	l&i	L&I - SELF INSURED		73.33		
fmlatx	WA Paid Family & Medical Leave		17.19	unemp	UNEMPLOYMENT		11.54		
				Totals:			2,905.59		
				Gross Earnings by Fund:			11,708.34		300.13
				Total Fund Deductions:			3,990.93		
				Fund Net:			7,717.41		

Page: 12

pyLDFnd
02/19/2021 10:05:25AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle sc

Page: 13

Fund Worked : 50501
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,347.55	28.50	h	HOLIDAY		131.01	2.80
v	VACATION		4.45	0.12					
					Totals:			1,483.01	31.42
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		144.67	pers2	PERS 2 RETIREMENT		115.70		
icm457	ICMA DEFERRED COMP		112.29	401a	401A DEFERRED COMPENSATION		101.45		
socsec	SOCIAL SECURITY		92.27	medtx	MEDICARE TAX		21.58		
fmlatx	WA Paid Family & Medical Leave		3.76	l&i	L&I - SELF INSURED		1.44		
				Totals:			593.16		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		192.34	socsec	SOCIAL SECURITY		92.27		
401a	401A DEFERRED COMPENSATION		50.51	medtx	MEDICARE TAX		21.58		
l&i	L&I - SELF INSURED		4.41	fmlatx	WA Paid Family & Medical Leave		2.19		
unemp	UNEMPLOYMENT		1.49						
				Totals:			364.79		
				Gross Earnings by Fund:			1,483.01		31.42
				Total Fund Deductions:			593.16		
				Fund Net:			889.85		

Page: 13

pyLDFnd
02/19/2021 10:05:25AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle sc

Page: 14

Fund Worked : - Totals -
Emps : 196

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		423,799.94	14,152.50	h	HOLIDAY		37,745.61	1,270.08
v	VACATION		16,121.38	514.75	s	SICK		14,268.43	477.25
fh	FLOATING HOLIDAY		11,438.58	442.10	o15s	OVERTIME X 1.5 - SHERIFF DEPT		6,964.44	155.00
adml	ADMINISTRATIVE LEAVE PAID		1,387.40	80.00	hazpay	HAZARD PAY		903.40	
auto	AUTO ALLOWANCE CONTRACTUAL		850.00		oth	OVERTIME X 1.5 - HOURLY		845.17	66.00
aute	AUTO ALLOWANCE ELECTED		680.00		ohjd	OT HOLIDAY - JUV DETENTION		636.43	18.00
cu	COMP USED		574.35	19.25	bsba	BS/BA EDUCATION INCENTIVE		535.77	
uapr	URINE ANALYSIS PREMIUM		305.50		aaas	AA/AS EDUCATION INCENTIVE		280.28	
phsm	PHONE STIPEND SMART PHONE		280.00		oc2	ON CALL NON-SHIFT DAY		180.08	2.00
o15j	OVERTIME x 1.5 - JUV DETENTION		139.72	4.00	flxu	FLEX TIME USED (NO RUN BAL)		131.96	3.50
asp	SHERIFF ACTING SUPERVISOR PAY		40.08	27.50	cp	COMP TIME PAID - COUNTY		18.17	0.76
aspj	ACTING SUPERVISOR PAY JUVENILE		15.84	12.00	lon5	LONGEVITY - 5 YEARS 1619LC		8.44	
					Totals:			518,150.97	17,244.69

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	44,580.42	socsec	SOCIAL SECURITY	31,922.12
pers2	PERS 2 RETIREMENT	27,483.83	401a	401A DEFERRED COMPENSATION	10,847.15
icm457	ICMA DEFERRED COMP	7,953.80	medtx	MEDICARE TAX	7,465.67
leoff2	LEOFF 2 RETIREMENT	4,252.42	h457	MASSMUTUAL 457	3,638.37
psers	PSERS RETIREMENT	3,561.31	pers3	PERS 3 RETIREMENT	2,780.26
udteam	UNION DUES - TEAMSTERS	2,730.00	fmlatx	WA Paid Family & Medical Leave	1,302.06
dshs	DSHS CHILD SUPPORT	762.38	l&i	L&I - SELF INSURED	750.26
n457	NATIONWIDE 457	700.14	rth457	ROTH-ICMA DEFERRED COMP	612.32
pers1	PERS 1 RETIREMENT	481.75	udpd	UNION DUES - 1619 D	459.94
udcd	UNION DUES - 1619 CD C	436.95	udmp	UNION DUES - 1619 MP	430.70
udlc	UNION DUES - 1619 LC	307.58	udps	UNION DUES - 1619 S	34.88
udcs	UNION DUES - 1619 CS	29.13	garnfe	GARNISHMENT FEE	1.00
			Totals:		153,524.44

Benefit Code and Description		Amount	Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	45,122.15	socsec	SOCIAL SECURITY	31,922.12
401a	401A DEFERRED COMPENSATION	9,925.58	medtx	MEDICARE TAX	7,465.67
psers	PSERS RETIREMENT	6,059.17	l&i	L&I - SELF INSURED	5,515.10
pers3	PERS 3 RETIREMENT	5,387.18	leoff2	LEOFF 2 RETIREMENT	2,638.60
pers1	PERS 1 RETIREMENT	1,041.38	h457	MASSMUTUAL 457	777.07
fmlatx	WA Paid Family & Medical Leave	753.96	unemp	UNEMPLOYMENT	481.56

Page: 14

pyLDFnd
02/19/2021 10:05:25AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle sc

Page: 15

Fund Worked : - Totals -
Emps : 196

Totals:	<u>117,089.54</u>	
Grand Total Gross Earnings:	<u>518,150.97</u>	<u>17,244.69</u>
Grand Total Deductions:	<u>153,524.44</u>	
Grand Total Net:	<u>364,626.53</u>	

pyLDFnd
02/18/2021 9:16:12AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle s

Roads

Page: 1

Fund Worked : 10101
Emps : 67

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		114,875.16	3,843.25	o15r	OVERTIME X 1.5 - ROADS DEPT		24,157.75	610.25
h	HOLIDAY		16,142.19	536.00	fh	FLOATING HOLIDAY		5,034.59	167.00
v	VACATION		4,550.42	139.44	s	SICK		4,504.60	159.06
cpr	COMP TIME PAID - PW ROADS		1,590.47	61.00	cu	COMP USED		462.25	18.25
auto	AUTO ALLOWANCE CONTRACTUAL		170.00		c15r	COMP EARNED X 1.5 ROADS		-11,111.80	-288.25
					Totals:			160,375.63	5,246.00

Deduction Code and Description			Amount	Deduction Code and Description			Amount
fedtx	FEDERAL WITHHOLDING TAX		15,150.55	pers2	PERS 2 RETIREMENT		11,558.58
socsec	SOCIAL SECURITY		9,984.97	icm457	ICMA DEFERRED COMP		3,862.47
medtx	MEDICARE TAX		2,335.15	udteam	UNION DUES - TEAMSTERS		1,517.35
401a	401A DEFERRED COMPENSATION		1,502.64	h457	MASSMUTUAL 457		1,250.20
pers3	PERS 3 RETIREMENT		721.95	c13gar	CHAPTER 13 GARNISHMENT		538.00
fmlatx	WA Paid Family & Medical Leave		407.64	n457	NATIONWIDE 457		250.00
l&i	L&I - SELF INSURED		240.57	udmp	UNION DUES - 1619 MP		201.77
dshs	DSHS CHILD SUPPORT		42.91	garnfe	GARNISHMENT FEE		0.59
				Totals:			49,565.34

Benefit Code and Description			Amount	Benefit Code and Description			Amount
pers2	PERS 2 RETIREMENT		18,905.96	socsec	SOCIAL SECURITY		9,951.42
l&i	L&I - SELF INSURED		3,357.04	401a	401A DEFERRED COMPENSATION		2,842.78
medtx	MEDICARE TAX		2,327.30	pers3	PERS 3 RETIREMENT		1,872.72
fmlatx	WA Paid Family & Medical Leave		235.20	unemp	UNEMPLOYMENT		160.30
perscu	PERS RETIREMENT CATCH UP		-0.21				
				Totals:			39,652.51

Gross Earnings by Fund:	160,375.63	5,246.00
Total Fund Deductions:	49,565.34	
Fund Net:	110,810.29	

pyLDFnd
02/18/2021 9:16:12AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle s

Page: 2

Fund Worked : 10135
Emps : 5

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
REGULAR			2,783.08	72.75					
					Totals:			2,783.08	72.75
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
h457 MASSMUTUAL 457			1,077.53		pers2 PERS 2 RETIREMENT			225.52	
fedtx FEDERAL WITHHOLDING TAX			200.22		socsec SOCIAL SECURITY			176.98	
401a 401A DEFERRED COMPENSATION			112.44		medtx MEDICARE TAX			41.40	
udmp UNION DUES - 1619 MP			18.78		icm457 ICMA DEFERRED COMP			12.57	
fmlatx WA Paid Family & Medical Leave			7.23		udteam UNION DUES - TEAMSTERS			6.05	
l&i L&I - SELF INSURED			3.69						
					Totals:			1,882.41	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2 PERS 2 RETIREMENT			360.97		socsec SOCIAL SECURITY			172.54	
401a 401A DEFERRED COMPENSATION			55.66		l&i L&I - SELF INSURED			46.27	
medtx MEDICARE TAX			40.36		fmlatx WA Paid Family & Medical Leave			4.09	
unemp UNEMPLOYMENT			2.78						
					Totals:			682.67	
					Gross Earnings by Fund:			2,783.08	72.75
					Total Fund Deductions:			1,882.41	
					Fund Net:			900.67	

pyLDFnd
02/18/2021 9:16:12AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle s

Page: 3

Fund Worked : 30401
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r REGULAR			873.04	20.50					
					Totals:			873.04	20.50
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
h457 MASSMUTUAL 457			433.87	pers2 PERS 2 RETIREMENT			68.97		
socsec SOCIAL SECURITY			54.13	fedtx FEDERAL WITHHOLDING TAX			53.58		
401a 401A DEFERRED COMPENSATION			43.65	medtx MEDICARE TAX			12.66		
udmp UNION DUES - 1619 MP			6.79	fmlatx WA Paid Family & Medical Leave			2.21		
l&i L&I - SELF INSURED			0.96						
				Totals:			676.82		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2 PERS 2 RETIREMENT			113.23	socsec SOCIAL SECURITY			54.13		
401a 401A DEFERRED COMPENSATION			17.46	l&i L&I - SELF INSURED			12.94		
medtx MEDICARE TAX			12.66	fmlatx WA Paid Family & Medical Leave			1.28		
unemp UNEMPLOYMENT			0.87						
				Totals:			212.57		
				Gross Earnings by Fund:			873.04	20.50	
				Total Fund Deductions:			676.82		
				Fund Net:			196.22		

Page: 3

pyLDFnd
02/18/2021 9:16:12AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle s

Page: 4

Fund Worked : 40201
Emps : 2

Earnings Code & Description	Amount	Hours
r REGULAR	1,224.28	36.00

Deduction Code and Description	Amount
fedtx FEDERAL WITHHOLDING TAX	98.63
socsec SOCIAL SECURITY	75.91
medtx MEDICARE TAX	17.75
fmlatx WA Paid Family & Medical Leave	3.11

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	158.79
401a 401A DEFERRED COMPENSATION	24.49
l&i L&I - SELF INSURED	5.66
unemp UNEMPLOYMENT	1.23

Earnings Code & Description	Amount	Hours
Totals:	1,224.28	36.00

Deduction Code and Description	Amount
pers2 PERS 2 RETIREMENT	96.72
icm457 ICMA DEFERRED COMP	24.49
udmp UNION DUES - 1619 MP	11.91
l&i L&I - SELF INSURED	1.69
Totals:	330.21

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	75.91
medtx MEDICARE TAX	17.75
fmlatx WA Paid Family & Medical Leave	1.80
Totals:	285.63

Gross Earnings by Fund:	1,224.28	36.00
Total Fund Deductions:	330.21	
Fund Net:	894.07	

pyLDFnd
02/18/2021 9:16:12AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle s

Page: 5

Fund Worked : 41401
Emps : 12

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		8,653.09	255.50	o15r	OVERTIME X 1.5 - ROADS DEPT		1,242.78	24.50
					Totals:			9,895.87	280.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		941.40	pers2	PERS 2 RETIREMENT		781.49		
socsec	SOCIAL SECURITY		613.58	medtx	MEDICARE TAX		143.52		
udteam	UNION DUES - TEAMSTERS		97.00	icm457	ICMA DEFERRED COMP		89.97		
401a	401A DEFERRED COMPENSATION		49.35	h457	MASSMUTUAL 457		29.17		
fmlatx	WA Paid Family & Medical Leave		25.07	l&i	L&I - SELF INSURED		13.08		
udmp	UNION DUES - 1619 MP		11.59						
				Totals:			2,795.22		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		1,283.53	socsec	SOCIAL SECURITY		613.58		
l&i	L&I - SELF INSURED		201.10	medtx	MEDICARE TAX		143.52		
401a	401A DEFERRED COMPENSATION		131.03	fmlatx	WA Paid Family & Medical Leave		14.52		
unemp	UNEMPLOYMENT		9.91						
				Totals:			2,397.19		
				Gross Earnings by Fund:			9,895.87		280.00
				Total Fund Deductions:			2,795.22		
				Fund Net:			7,100.65		

pyLDFnd
02/18/2021 9:16:12AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle s

Page: 6

Fund Worked : 42401
Emps : 5

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
REGULAR			1,365.67	43.50					
					Totals:			1,365.67	43.50
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		128.16		pers2	PERS 2 RETIREMENT		119.91	
socsec	SOCIAL SECURITY		94.11		icm457	ICMA DEFERRED COMP		27.15	
medtx	MEDICARE TAX		22.02		udmp	UNION DUES - 1619 MP		8.60	
udteam	UNION DUES - TEAMSTERS		7.97		401a	401A DEFERRED COMPENSATION		5.09	
fmlatx	WA Paid Family & Medical Leave		3.85		l&i	L&I - SELF INSURED		2.42	
					Totals:			419.28	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		177.13		socsec	SOCIAL SECURITY		84.67	
401a	401A DEFERRED COMPENSATION		27.31		medtx	MEDICARE TAX		19.81	
l&i	L&I - SELF INSURED		14.29		fmlatx	WA Paid Family & Medical Leave		2.01	
unemp	UNEMPLOYMENT		1.37						
					Totals:			326.59	
					Gross Earnings by Fund:			1,365.67	43.50
					Total Fund Deductions:			419.28	
					Fund Net:			946.39	

pyLDFnd
02/18/2021 9:16:12AM
Check Date: 02/25/2021

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle s

Page: 7

Fund Worked : 50301
Emps : 15

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		18,189.44	632.25	o15r	OVERTIME X 1.5 - ROADS DEPT		575.19	14.00
					Totals:			18,764.63	646.25
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		1,748.46	pers2	PERS 2 RETIREMENT		1,217.84		
socsec	SOCIAL SECURITY		1,116.00	icm457	ICMA DEFERRED COMP		261.86		
medtx	MEDICARE TAX		261.00	dshs	DSHS CHILD SUPPORT		193.09		
udteam	UNION DUES - TEAMSTERS		169.13	401a	401A DEFERRED COMPENSATION		154.48		
pers3	PERS 3 RETIREMENT		129.22	fmlatx	WA Paid Family & Medical Leave		45.63		
udmp	UNION DUES - 1619 MP		31.86	l&i	L&I - SELF INSURED		27.38		
h457	MASSMUTUAL 457		13.29	garnfe	GARNISHMENT FEE		0.41		
				Totals:			5,369.65		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		2,098.59	socsec	SOCIAL SECURITY		1,163.43		
401a	401A DEFERRED COMPENSATION		363.77	l&i	L&I - SELF INSURED		357.91		
pers3	PERS 3 RETIREMENT		335.18	medtx	MEDICARE TAX		272.10		
fmlatx	WA Paid Family & Medical Leave		27.52	unemp	UNEMPLOYMENT		18.79		
				Totals:			4,637.29		
				Gross Earnings by Fund:			18,764.63		646.25
				Total Fund Deductions:			5,369.65		
				Fund Net:			13,394.98		

Page: 7

Labor Distribution Totals By Fund
CLALLAM COUNTY
02/01/2021 to 02/15/2021-2 Cycle s

Fund Worked : - Totals -
Emps : 67

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		147,963.76	4,903.75	o15r	OVERTIME X 1.5 - ROADS DEPT		25,975.72	648.75
h	HOLIDAY		16,142.19	536.00	fh	FLOATING HOLIDAY		5,034.59	167.00
v	VACATION		4,550.42	139.44	s	SICK		4,504.60	159.06
cpr	COMP TIME PAID - PW ROADS		1,590.47	61.00	cu	COMP USED		462.25	18.25
auto	AUTO ALLOWANCE CONTRACTUAL		170.00		c15r	COMP EARNED X 1.5 ROADS		-11,111.80	-288.25
					Totals:			195,282.20	6,345.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		18,321.00	pers2	PERS 2 RETIREMENT		14,069.03		
socsec	SOCIAL SECURITY		12,115.68	icm457	ICMA DEFERRED COMP		4,278.51		
medtx	MEDICARE TAX		2,833.50	h457	MASSMUTUAL 457		2,804.06		
401a	401A DEFERRED COMPENSATION		1,867.65	udteam	UNION DUES - TEAMSTERS		1,797.50		
pers3	PERS 3 RETIREMENT		851.17	c13gar	CHAPTER 13 GARNISHMENT		538.00		
fmlatx	WA Paid Family & Medical Leave		494.74	udmp	UNION DUES - 1619 MP		291.30		
l&i	L&I - SELF INSURED		289.79	n457	NATIONWIDE 457		250.00		
dshs	DSHS CHILD SUPPORT		236.00	garnfe	GARNISHMENT FEE		1.00		
				Totals:			61,038.93		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		23,098.20	socsec	SOCIAL SECURITY		12,115.68		
l&i	L&I - SELF INSURED		3,995.21	401a	401A DEFERRED COMPENSATION		3,462.50		
medtx	MEDICARE TAX		2,833.50	pers3	PERS 3 RETIREMENT		2,207.90		
fmlatx	WA Paid Family & Medical Leave		286.42	unemp	UNEMPLOYMENT		195.25		
perscu	PERS RETIREMENT CATCH UP		-0.21						
				Totals:			48,194.45		
				Grand Total Gross Earnings:			195,282.20	6,345.00	
				Grand Total Deductions:			61,038.93		
				Grand Total Net:			134,243.27		



BOARD of CLALLAM COUNTY COMMISSIONERS MINUTES for the week of February 22 - 26, 2021

1C
3/2/21

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Tuesday, February 22, 2021. Present were Commissioners Ozias (video), Johnson and Peach, and Administrator Sill.

Items of discussion per the agenda published February 18 were:

- Calendar/Correspondence
- Resolution closing Human Resources Petty Cash Fund
- Resolution closing the Information Technology Petty Cash Fund
- Sewer easement purchase agreement with Anglers NW LLC for Clallam Bay/Seki Sewer Project
- Agreement amendment with Jefferson County for Shoreline Master Program
- Agreement amendment with Washington State – Salmon Recovery Funding Board and the Recreation and Conservation Office for Dungeness Floodplain Restoration – Kinkade Phase Project
- Joint regional letter with Jefferson County for House Bill 1152 and Senate Bill 5149 Public Health
- Resolution for financial support for the Coast Counties Caucus Assessment

Meeting adjourned at 9:39 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias (video) called the meeting to order at 10:05 a.m., Tuesday, February 23, 2021. Also present were Commissioners Johnson and Peach and Deputy Administrator Reyes.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Added: 5a Request for Proposal Opening - Professional services for the 2021 year

ACTION TAKEN: CRJm to adopt the agenda as modified, CBPs, mc

CONSENT AGENDA

1a Approval of vouchers for the week of February 15

1b Approval of minutes for the week of February 15

1c Joint regional letter with Jefferson County for House Bill 1152 and Senate Bill 5149 Public Health

ACTION TAKEN: CRJm to adopt the consent agenda, CBPs, mc

REPORTS AND PRESENTATIONS

- CBP commented on current legislation.
- CRJ commented on current legislation, Emergency Management Center, Port Angeles Healthy Youth Coalition, Port Angeles Business Association.
- CMO commented on Clallam County Election Staff, Housing Forum, Clallam Marine Resources Committee.

CONTRACTS AND AGREEMENTS

2a Sewer easement purchase agreement with Anglers NW LLC for the Clallam Bay/Seki Sewer Project

ACTION TAKEN: CRJm to approve, CBPs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of February 22 - 26, 2021
Page 2

- 2b Agreement amendment 2 with Department of Ecology for the Solid Waste Management Community Litter Cleanup Program

ACTION TAKEN: CRJm to approve, CBPs, mc

ADMINISTRATION

- 3a Resolution establishing the Conservation Futures Program Advisory Board

ACTION TAKEN: CRJm to adopt, CBPs, mc

BUDGET

- 4a Resolution adopting the following Budget Reductions:

General Fund Reserves - Budget reduction due to approved CARES funding extension which will provide funding to operate the Social Distancing Center/(\$450,000)

Health and Human Services - Operations - Budget reduction due to approved CARES funding extension which will provide funding to operate the Social Distancing Center/(\$450,000)

ACTION TAKEN: CRJm to adopt, CBPs, mc

- 4b Resolution adopting the following Budget Revisions:

Non Departmental – Hotel/Motel Tax – Reallocation of funding to correct BARS lines for the new 2021 contracts/\$701,000

ACTION TAKEN: CRJm to adopt, CBPs, mc

- 4c Resolution adopting the following Supplemental Appropriations:

Juvenile Services – Additional funds for salaries and benefits for treatment support services for youth in Secure Crisis Residential Center/\$13,139

Public Works – Roads – Additional funds for Lodging Tax Advisory Committee award for the Olympic Discovery Trial Forks to LaPush segment/\$150,000

Noxious Weed Control – Additional funds for reimbursement for 2020 Knotweed Program expenses not received until 2021/\$5,528

Sheriff – Jail Medical – Additional funds for indirect costs associated with the Jail's Mental Health Professional position/\$28,480

ACTION TAKEN: CRJm to adopt, CBPs, mc

BIDS AND AWARDS

- 5a Request for Proposal Opening - Professional services for the 2021 year

Contractor

Hunt Engineering Services

Beaman Architecture, Ltd.

J. Murray Forestry

Wengler Surveying and Mapping

Coastal Geologic Services

Asakura Robinson

AHBL

Hargis Engineers Inc.

ACTION TAKEN: CRJm to forward bids to the Parks, Fair and Facilities for review and recommendation, CBPs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of February 22 - 26, 2021
Page 3

HEARING(S)

- H1 Ordinance amending Clallam County Code Chapter 21.01 – Building and Construction Code
- Annette Warren, Department of Community Development provided a staff report.

ACTION TAKEN: CRJm to open the public hearing, CBPs, mc

- CMO noted no one signed up to speak

ACTION TAKEN: CRJm to close the public hearing and adopt, CBPs, mc

- H2 Consideration of resolution adopting the following Debatable Emergencies:

Non Departmental – Indigent Defense - Additional funding for 2021 Amendment #1 to the Clallam County Public Defender contract/\$7,715

Non Departmental - Hotel/Motel Tax – Reallocation of funding to correct BARS lines for the new 2021 contracts/\$157,500

- Deputy Administrator Reyes read the agenda item summary into the record.

ACTION TAKEN: CRJm to open the public hearing, CBPs, mc

- CMO noted no one signed up to speak

ACTION TAKEN: CRJm to close the public hearing and adopt, CBPs, mc

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on Conservation Futures Advisory Committee, legislative priorities, and Highway 112.

Meeting concluded at 10:40 a.m. and continued to 1:00 p.m. to the executive session to discuss Midway Metals.

EXECUTIVE SESSION

The Board convened in open session at 1:00 p.m. to discuss Midway Metals. Present were Commissioners Ozias (video), Johnson and Peach, Deputy Human Resources Director/Administrator Reyes, Chief Deputy Prosecuting Attorney Alvarez (video), Deputy Prosecuting Attorney Stanley (video), Prosecuting Attorney Nichols (video), Sheriff Benedict, Department of Community Development Director Winborn, Department of Community Development Harvey, Health and Human Services Environmental Health Director Garcelon (video), Health and Human Services Interim Director LoPiccolo (video), Chief Financial Officer Lane, outside legal counsel Johnson from VanNessFeldman (video).

This Executive Session is necessary to discuss a possible next step regarding the unlawful solid waste dump known as Midway Metals.

This Executive Session is authorized by RCW 42.30.110(1)(i), which authorizes the BoCC to enter into Executive Session "to discuss with legal counsel representing the agency... potential litigation to which the agency...is, or is likely to become a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence for the County."

ACTION TAKEN: CRJm to recess to executive session for 1 hour, CBPs, mc

Board convened in open session at 2:06 p.m. and CMO noted the executive session is extended for 15 minutes.

Board convened in open session at 2:22 p.m. and CMO noted no action will be taken.

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of February 22 - 26, 2021
Page 4

Meeting concluded at 2:24 p.m. and continued to 9 a.m., Monday, March 1, 2021.

There are no BlueJeans chat logs for the week February 22.

The Board of Commissioners attended WSAC Virtual Assembly – COVID 19 update, William Shore Memorial Pool District Meeting and a COVID-19 Briefing during the week of February 22.

PASSED AND ADOPTED this second day of March 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

KEY TO ABBREVIATIONS:

ARS Administrator Rich Sill
CMO Commissioner Mark Ozias
CRJ Commissioner Randy Johnson
CBP Commissioner Bill Peach

m moved
mc motion carried
s seconded



1d
3/2/21

PROCLAMATION
RECOGNIZING MARCH AS DEVELOPMENTAL DISABILITY AWARENESS MONTH

WHEREAS, developmental disability is a natural part of the human experience and affects close to 5 million Americans; and

WHEREAS, hundreds of Clallam County residents and their families are successfully living their lives with developmental disabilities; and

WHEREAS, every person has valuable strengths, capacity to learn and the potential to make important contributions to their community; and

WHEREAS, people with developmental disabilities share with all citizens the desire to achieve personal success through education, meaningful work, and family and community ties; and

WHEREAS, Clallam County residents with and without developmental disabilities work together, play together, worship together, learn together and grow together and together enrich the fabric of our communities; and

WHEREAS, we respect, value and salute the daily accomplishments of all our citizens with or without developmental disabilities; and

WHEREAS, no disabilities need keep individuals from realizing their full potential nor diminish their right to enjoy and participate within their community; and

WHEREAS, the citizens of Clallam County recognize that their community can grow closer through education, awareness and understanding by recognizing individual abilities, commonalities and differences.

NOW, THEREFORE BE IT PROCLAIMED the Board of Clallam County Commissioners hereby recognize March 2021 as

DEVELOPMENTAL DISABILITY AWARENESS MONTH

and recognize that together we accomplish more and everyone benefits. We also call upon all citizens, government agencies, public and private institutions, business and schools in Clallam County to recognize the ability of individuals with developmental disabilities to make significant contributions to their communities and to take time become acquainted with citizens with developmental disabilities and what they have to offer, and to unite the voices of all citizens, with and without developmental disabilities into a strong and inclusive Clallam County.

Signed this second day of March 2021

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)

334.20.013-1

29
3/2/21

Department: Community Development

WORK SESSION ☒ **Meeting Date:** February 22, 2021

REGULAR AGENDA ☒ **Meeting Date:** March 2, 2021

Required originals approved and attached? ☒

Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 334.20.013-1

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: Seeking Board approval of the Amended Interlocal Agreement between Clallam and Jefferson County regarding developing tools for implementing and monitoring adopted SMPs shoreline master program effectiveness on the North Olympic Peninsula. This Agreement is related to a grant agreement between Puget Sound Partnership and Clallam County whose goals are to develop the tools necessary to successfully implement and monitor adopted SMPs in both Clallam and Jefferson County. Most of the tasks under this grant have been postponed due to COVID-19 and because Clallam County is still awaiting Ecology's determination of the County's locally adopted SMP.

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?** ☐ **Grant monies will be received based upon successful completion of task items.**

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) Seeking Board approval of Amended Interlocal Agreement between Clallam and Jefferson County.

County Official signature & print name: DCD Director Mary Ellen Winborn

Handwritten signature of Mary Ellen Winborn in blue ink.

Name of Employee/Stakeholder attending meeting: Diane Harvey

Relevant Departments: DCD

Date submitted: 2/17/21

* 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)

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

AMENDED INTERLOCAL AGREEMENT
Developing tools for implementing and monitoring adopted SMPs
Shoreline Master Program Effectiveness on the North Olympic Peninsula

This Amended Interlocal Agreement revises the terms (including extending the expiration date) of the Interlocal Agreement entered into on February __, 2021 by and between **Clallam County**, a political subdivision of the State of Washington, having offices for the transaction of business at 223 East 4th Street, Port Angeles, Washington 98362, hereinafter referred to as "Clallam County," and **Jefferson County**, a political subdivision of the State of Washington, having offices for the transaction of business at P.O. Box 1220, Port Townsend, Washington 98368, hereinafter referred to as "Jefferson County," and jointly hereinafter referred to as the "Parties."

- A. RCW 90.58.080 requires each county to initiate planning for the Shoreline Master Program (SMP). WAC 173-26-186(8) directs that updated master programs "include policies and regulations designed to achieve no net loss of those ecological functions."
- B. Clallam County has received funding from Puget Sound Partnership ("Partnership") to supplement and augment its Shoreline Master Program (SMP) update to enhance protection of Puget Sound. Clallam County is required to develop policies and regulations that achieve "No Net Loss" (NNL) of ecological functions and seeks to create a framework for assessing and tracking the impacts of development using indicators of ecological function.
- C. Included in the Partnership grant is funding for developing tools to implement and monitor adopted SMPs in Clallam and Jefferson Counties. Clallam County intends to implement this element of the Partnership grant in collaboration with Jefferson County to assist in effectively applying the principles of No Net Loss to Shoreline Master Program implementation.

NOW, THEREFORE, the Parties agree as follows:

- 1. Through this Amended Agreement under RCW 39.34, Jefferson County will collaborate with Clallam County to implement the "Shoreline Master Program Effectiveness Study on the North Olympic Peninsula" Interagency Agreement (the "Interagency Agreement") and Amendment # 1 to the Interagency Agreement dated September 15, 2020, both attached hereto and made a part hereof. The Interagency Agreement includes Exhibit A (General Terms and Conditions), Exhibit B (Statement of Work & Budget), and Exhibit C (Deliverable & Billing Procedures) and Amendment # 1 to the Interagency Agreement amends Exhibit B, the

Period of Performance and information pertaining to Clallam County's Project Manager.

2. Jefferson County agrees to provide the following:
 - A. Participate in project-related calls between Partnership, Clallam County, and Jefferson County.
 - B. Provide quarterly update reports on activities associated with this project.
 - C. Coordinate and collaborate with Clallam County and the Partnership to support completion of the tasks identified in **Exhibit B** (as amended by Amendment #1 to the Interagency Agreement).
 - D. Submit invoices to Clallam County for reimbursement based on amounts payable and billing procedures, as presented in **Exhibit B** (as amended by Amendment #1 to the Interagency Agreement) and **Exhibit C**, respectively, of the Interagency Agreement. The total amount to be invoiced by Jefferson County is \$116,500, as follows:
 - i. Task 1: Maximum amount to be invoiced is 50 percent of the task total, or \$6,500 (subtask 1.a is \$1,000, subtask 1.b is \$2,000, and subtask 1.c is \$3,500).
 - ii. Tasks 2 and 3: No Jefferson County invoicing; these tasks are to be completed entirely by Clallam County.
 - iii. Tasks 4 and 5: These tasks are to be completed entirely by Jefferson County; maximum amount to be invoiced is 100 percent of task totals, or \$102,000 (Task 4 - \$77,000 and Task 5 - \$25,000).
 - iv. Task 6: Maximum amount to be invoiced is 50 percent of the task total, or \$8,000 (subtask 6.a is \$4,000 and subtask 6.b is \$4,000).
3. Clallam County agrees to provide the following:
 - A. Manage the Partnership grant.
 - B. Reimburse, pursuant to properly completed invoices, Parties for expenses they have incurred during the performance of Tasks 1, 4, 5, and 6 as identified in **Exhibit B** (as amended by Amendment # 1 to the Interagency Agreement).
 - C. Obtain written concurrence from Jefferson County prior to amending or removing Tasks 1, 4, 5, and/or 6 as identified in **Exhibit B** (as amended by Amendment #1 to the Interagency Agreement).
4. Designation of Key Staff. The Clallam County Board of County Commissioners and Jefferson County Board of County Commissioners will oversee the progress of the collaborative work and will set the overall direction for further discussion and action, consistent with the terms of

this Interlocal Agreement. The activities performed under the Agreement shall be jointly administered for each of the respective Parties under RCW 39.34.030(4)(a) by the following representatives:

- A. For Clallam County by Clallam County Department of Community Development Acting Manager to Code Enforcement, Diane Harvey, 223 East 4th Street, Suite 5, Port Angeles WA 98362 (360.417.2520); and;
- B. For Jefferson County by Jefferson County Department of Community Development Associate Planner, Donna Frostholt, 621 Sheridan St., Port Townsend, WA 98368 (360.379.4450).

- 5. Scope of Services. Following consultation and approval of the Clallam County Department of Community Development, Jefferson County will adhere to all administrative and programmatic provisions in performing the scope of services as described by **Exhibit B** (as amended by Amendment #1 to the Interagency Agreement. The Parties agree to exercise good faith and best efforts to comply with the assignments and deadlines leading to the completion of the identified tasks.
- 6. Written Amendments. The Parties, by mutual written agreement, may revise this Amended Interlocal Agreement and its attached scope of services.
- 7. Effective Dates. This Amended Interlocal Agreement shall be effective as of the date signed by the last party and expire on August 31, 2022. The Parties agree to extend the foregoing deadlines from time to time as is reasonably necessary and for good cause.
- 8. Dispute Resolution. Any dispute between the Parties that cannot be resolved between the Parties shall first be resolved by a conference between the Parties' representatives listed above in Section 4. If that fails to resolve the dispute, then the dispute shall be submitted to the County Administrators for Jefferson and Clallam County for resolution. If submission to the County Administrators does not resolve a dispute between the Parties, then either Party may submit the dispute to mediation to be decided by a mutually agreed upon person or panel. The costs of the mediation shall be equally split between the Parties.
- 9. Right to Terminate. This Amended Interlocal Agreement may be terminated by any Party at any time upon not less than sixty (60) days written notice.

10. Effect. This Amended Interlocal Agreement shall be binding upon the Parties and the Parties shall be held responsible to the agreed upon deadlines.
11. Personal property. The Parties to this Amended Interlocal Agreement may after expiration of this grant and in a manner consistent with Section 17 of the US Environmental Protection Agency Cooperative Agreement PO J08801 retain any personal property purchased with these Partnership grant funds.

(SIGNATURES APPEAR ON THE NEXT PAGE)

IN WITNESS WHEREOF, the Parties have caused this Amended Interlocal Agreement to be executed effective the date and year signed by the last party to provide their signature below.

CLALLAM COUNTY BOARD OF
COMMISSIONERS

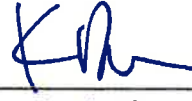
Mark Ozias, Chair DATE

Randy Johnson, Commissioner

Bill Peach, Commissioner

Attest:

JEFFERSON COUNTY BOARD OF
COMMISSIONERS

 1/25/2021

Kate Dean, Chair



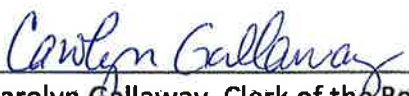
Greg Brotherton, Commissioner



Heidi Eisenhour, Commissioner

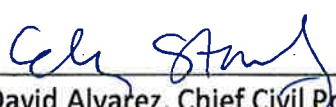
Attest:

Alana Gores, Clerk of the Board



Carolyn Gallaway, Clerk of the Board

Approved as to Form:


for David Alvarez, Chief Civil Prosecuting
Attorney

Approved as to Form:

 1/22/2021
Philip C. Hunsucker, Chief Civil Deputy
Prosecuting Attorney



Amendment #1

 ac
 9/15/20

 Agreement Number: 2020-26
 Title: Shoreline Master Plan effectiveness study in the North Olympic Peninsula

This agreement is made and entered into by and between the state of Washington, Puget Sound Partnership (PSP), and the below named firm, hereinafter referred to as "CONTRACTOR."

CONTRACTOR INFORMATION
 Clallam County
 Department of Community Development
 223 East 4th St., Suite 5
 Port Angeles, WA. 98362
Project Manager
 Diane Harvey
dh Harvey@co.clallam.wa.us
 (360) 417-2520

 UBI: 0504004559
 EIN: 91-6001298
 DUNS: 075739235
 Type:

 Lori Kennedy
lkennedy@co.clallam.wa.us
 (360) 417-2354
PSP INFORMATION
 PUGET SOUND PARTNERSHIP
 326 EAST D STREET
 TACOMA, WA 98421-1801
Project Manager
 Elene Trujillo
Elene.trujillo@psp.wa.gov
 (360) 819-6018
PURPOSE

The purpose of this Amendment #1 is to:

- Extend the period of performance to August 31, 2022, due to the COVID-19 restrictions, causing delay of site visits and outreach efforts by Jefferson County and due to Clallam County awaiting the final approval by the Department of Ecology concerning its recent locally-adopted Shoreline Master Program.
- Change due dates to the subtask deliverables in order to accommodate the extension of this project work. (See Exhibit B – Statement of Work below)
- Change the Clallam County Project Manager from Cathy Lear to Diane Harvey.

PERIOD OF PERFORMANCE
 The period of performance will change to December 11, 2019 through **August 31, 2022**.
COMPENSATION AND PAYMENT

Total compensation amount will remain unchanged at \$233,000.

EXHIBIT B – STATEMENT OF WORK & BUDGET
 There are no changes to the tasks and subtasks. Changes to due dates are reflected in **RED** below:

Task	Tasks	Deliverables to be submitted to the PSP Project Manager	Due Dates	Total Payable for each subtask upon completion and approval by PSP Project Manager
1.0	Project Management			
a.	Interlocal agreement between Clallam (CC) and Jefferson Counties (JC)	Signed interlocal agreement (CC & JC)	12/31/19	\$2,000
b.	Present study plan to PSEMP for project review	Presentation materials (to be scheduled by PSP, CC & JC)	TBD	\$4,000
c.	Ongoing project management	Project work plan integrating comments from PSEMP, invoices,	Monthly (or more)	\$7,000 (no billing for this subtask)

		progress reports and phone calls (CC & JC)	frequently as needed)	until entire project is completed)
2.0	Evaluate effectiveness of SMP policies and regulations; coordinate outreach to the local community about SMP regulations and changes (CC).			
a.	Kick-off meeting	Meeting agendas and notes	3/25/20	\$2,000
b.	Develop no net loss indicators	List of indicators: Shoreline Development Field Form Database	03/31/21	\$8,000
c.	Develop database to track SMP permits	Database	04/15/21	\$10,000
d.	Analysis of permit applications (through April 2020)	Summary report of permit processes; results for 5-10 permits	07/15/21	\$9,000
e.	Analysis of permit applications (May – June 2020)	Results for 5-10 permits	09/15/21	\$9,000
f.	Analysis of permit applications (July – August 2020)	Results for 5-10 permits	11/15/21	\$9,000
g.	Analysis of permit applications (Sept. – October 2020)	Results for 5-10 permits	01/31/22	\$9,000
h.	Conduct field review (through June 2020)	Completed Development Field Forms for 8 sites.	09/15/21	\$4,000
i.	Conducted field review (July – August 2020)	Completed Development Field Forms for 8 sites.	11/15/21	\$4,000
j.	Conducted field review (Sept. – October 2020)	Completed Development Field Forms for 8 sites.	01/31/22	\$4,000
k.	Community outreach (through March 2020)	Summary of events, meeting materials, number of participants.	06/15/21	\$5,000
l.	Community outreach (April – June 2020)	Summary of events, meeting materials, number of participants.	09/15/21	\$5,000
m.	Community outreach (July – October 2020)	Summary of events, meeting materials, number of participants	01/31/22	\$6,000
3.0	Report results of effectiveness of SMP using NNL Indicators (CC). Outline final report to include description of data management, field data, analysis of effectiveness of permits to implement SMP guidance and effectiveness of permits to guide construction, and recommendations for other jurisdictions. Fact sheet will summarize outcomes and lessons learned.			
a.	Produce outline of final report	Detailed outline (PSP to provide comments within 3 weeks of "Due Date".	03/15/22	\$2,000
b.	Draft report	Draft report (PSP to provide comments within 3 weeks of "Due Date".	05/15/22	\$10,000
c.	Write final report	Final report	07/31/22	\$3,000
d.	Draft fact sheet	Draft fact sheet (PSP to provide comments within 3 weeks of "Due Date".	07/15/22	\$2,000
e.	Write final fact sheet	Final fact sheet	08/31/22	\$1,000
4.0	Evaluate effectiveness of SMP policies and regulations; coordinate outreach to the local community about SMP regulations and changes (JC).			

a.	Kick-off meeting	Meeting agenda and notes	3/25/20	\$2,000
b.	Update no net loss indicators	List of updated indicators	01/10/20	\$7,000
c.	Update database to track SMP permits	Updated Database	01/10/20	\$5,000
d.	Analysis of permit application (through March)	Results for 20 permits	06/01/21	\$9,000
e.	Analysis of permit application (April – June 2020)	Results for 20 permits	09/15/21	\$9,000
f.	Analysis of permit application (July – August 2020)	Results for 20 permits	11/15/21	\$9,000
g.	Analysis of permit application (Sept. – October 2020)	Results for 20 permits	01/31/22	\$9,000
h.	Conduct field review (through March 2020)	Completed Development Field forms for 10 sites	06/01/21	\$7,000
i.	Conduct field review (April – July 2020)	Completed Development Field forms for 10 sites	10/31/21	\$7,000
j.	Conduct field review (August – October 2020)	Completed Development Field forms for 10 sites	01/31/22	\$7,000
k.	Community Outreach (through March 2020)	Summary of event; meeting materials; number of participants	06/15/21	\$2,000
l.	Community Outreach (April – June 2020)	Summary of event; meeting materials; number of participants	09/15/21	\$2,000
m.	Community Outreach (July – October 2020)	Summary of event; meeting materials; number of participants	01/31/22	\$2,000
5.0	Report results of effectiveness of SMP using NNL indicators (JC). Outline and final report to include description of data management, field data, analysis of effectiveness of permits to implement SMP guidance and effectiveness of permits to guide construction, and recommendations for other jurisdictions. Fact sheet will summarize outcomes and lessons learned.			
a.	Produce outline of final report	Detailed outline (PSP to provide comments within 3 weeks of "Due Date".	03/15/22	\$2,000
b.	Draft report	Draft report (PSP to provide comments within 3 weeks of "Due Date".	05/25/22	\$15,000
c.	Write final report	Final report	07/31/22	\$5,000
d.	Draft fact sheet	Draft fact sheet (PSP to provide comments within 3 weeks of "Due Date".	07/15/22	\$2,000
e.	Write final fact sheet	Final fact sheet	08/31/22	\$1,000
6.0	Clallam and Jefferson both share approaches and results			
a.	Presentation to Science Panel	Presentation materials (CC & JC)	No later than August 31, 2022	\$8,000
b.	Presentation to local planners	Presentation materials (CC & JC)	No later than August 31, 2022	\$8,000
TOTAL PAYABLE UPON COMPLETION & APPROVAL				\$233,000

All other Terms & Conditions of the original agreement remain in full force and effect.

APPROVAL

This amendment shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The amendment and agreement may be altered, amended, or waived only by a written amendment executed by both parties.

This amendment is executed by the persons signing below, who warrant they have the authority to execute the agreement.

**Clallam County
Department of Community Development
BOARD OF CLALLAM COUNTY
COMMISSIONERS**



Mark Ozias, Chair

09/15/2020

Date

Puget Sound Partnership



Brent Barnes
Chief Operating Officer

09/15/2020

Date

THIS CONTRACT AMENDMENT #1 HAS BEEN
APPROVED AS TO FORM BY THE CLALLAM
COUNTY PROSECUTING ATTORNEY ON
August 26, 2020



Interagency Agreement

Agreement Number: 2020-26

Title: Shoreline Master Plan effectiveness study in the North Olympic Peninsula

This agreement is made and entered into pursuant to the Interlocal Cooperation Act, RCW 39.34, by and between the state of Washington, Puget Sound Partnership (PSP), and the below named agency, hereinafter referred to as "CONTRACTOR."

CONTRACTOR INFORMATION

Clallam County
Department of Community Development
223 East 4th ST., Suite 5
Port Angeles, WA. 98362

Project Manager

Cathy Lear
clear@co.clallam.wa.us
(360) 417-2361

UBI: 0504004559
EIN: 91-6001298
DUNS: 075739235
Type:

Fiscal: Lori Kennedy

lkennedy@co.clallam.wa.us
(360) 417-2354

Project Manager

Leska Fore
Leska.fore@psp.wa.gov
(206) 708-5048

PSP INFORMATION

PUGET SOUND PARTNERSHIP
326 EAST D STREET
TACOMA, WA 98421-1801

PURPOSE

The purpose of this agreement is to advance recovery of the Puget Sound as identified by the Puget Sound Science Panel. The priority action relates to the effectiveness of Chinook salmon recovery and provides funding for projects that "monitor implementation and effectiveness, including cost effectiveness, of Chinook recovery efforts." Located in Clallam and Jefferson Counties, this project will evaluate long-term protection efforts to prevent habitat loss in nearshore areas that Chinook salmon are known to use. The project supports and informs adaptation of strategies and programs to recover Chinook salmon and their habitat, but does not sample or evaluate salmon populations directly.

STATEMENT OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit B attached and incorporated herein.

In the event that the CONTRACTOR is a Sub-Recipient (grantee), Exhibit B shall describe the activities of the Sub-Recipient that are eligible for reimbursement under the award or sub-award.

PERIOD OF PERFORMANCE

The period of performance under this agreement will be from the date of execution December 11, 2019 through June 30, 2021. No work shall commence under this agreement until it has been fully executed by both parties.

COMPENSATION AND PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Two hundred thirty-three thousand dollars (\$233,000)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. CONTRACTOR'S compensation for services rendered shall be in accordance with the Budget & Billing Procedures attached as Exhibit C.

In the event that the CONTRACTOR is a Sub-Recipient, the total amount of the award or sub-award for reimbursable activities shall not exceed the above amount, also in accordance with the Budget & Billing Procedures attached as Exhibit C.

FEDERAL FUNDING INFORMATION

This Contract includes federal funding ☐ Yes ☒ No

CONTRACTOR is a Sub-Recipient for purposes of this agreement ☐ Yes ☒ No

AGREEMENT NO. 2020-26

RECEIVED
DEC 11 2019
BY: PSP

TERMS AND CONDITIONS

All rights and obligations of the parties to this contract shall be subject to and governed by the Terms and Conditions contained in the following exhibits, herein incorporated by reference. The contents of this Agreement include:

1. This contract cover sheet
2. Exhibit A – General Terms and Conditions
3. Exhibit B – Statement of Work & Budget
4. Exhibit C – Deliverables & Billing Procedures

ORDER OF PRECEDENCE

In the event of an inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of Washington Statutes and regulations
2. This Agreement/Contract, including Exhibit A, General Terms and Conditions
3. Exhibit B, Statement of Work and Exhibit C, Budget & Billing Procedures
4. Any other Exhibit or provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

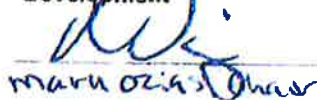
This agreement, including referenced exhibits and any other provision, term or material expressly incorporated by reference, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

APPROVAL

This agreement shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The agreement may be altered, amended, or waived only by a written amendment executed by both parties.

This agreement is executed by the persons signing below, who warrant they have the authority to execute the agreement.

Clallam County, Dept. of Community
Development


Mark Ozick

12/13/13
Date

Board of Clallam County Commissioners

Puget Sound Partnership


Brent Barnes

12/10/13
Date

Chief Operating Officer

APPROVED AS TO FORM:

/s/ Jonathan Thompson

Assistant Attorney General

December 5, 2013

Date

Approved as to form only by:


David Alvarez

Chief Civil Deputy Prosecuting Attorney
Clallam County

**EXHIBIT A -
GENERAL TERMS AND CONDITIONS**

Title: Shoreline Master Plan effectiveness study in the North Olympic Peninsula

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" means the Puget Sound Partnership (PSP) of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" means the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" means that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "DEBARMENT" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
- E. "EPA" means U.S. Environmental Protection Agency.
- F. "SUBCONTRACTOR" means one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.
- G. "SUB-RECIPIENT" means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. Guidance on distinguishing between a subrecipient and a contractor is provided in 2 CFR §200.330. Subrecipient and contractor determinations.

2. AMERICANS WITH DISABILITIES ACT (ADA)

If the contract includes federal funding, the CONTRACTOR must comply with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance. The CONTRACTOR may also be required to comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

4. AMENDMENT

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

5. ASSIGNMENT

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

6. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

Title: Shoreline Master Plan effectiveness in the North Olympic Peninsula

7. CONFIDENTIALITY

Confidential information: The CONTRACTOR shall not use or disclose any information that is identified as such, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that state and local agencies are subject to chapter 42.56 RCW, the Public Records Act.

Personal Information (one form of confidential information): Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law. Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

8. CREDIT AND ACKNOWLEDGEMENT

Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement [NOT APPLICABLE] The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

9. DEBARMENT AND SUSPENSION

CONTRACTOR, by signature to this Contract, certifies that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). CONTRACTOR shall comply with applicable federal agency debarment and suspension rules adopted pursuant to Office of Management and Budget guidance at 2 CFR Part 180, such as 2 CFR Part 1532 for the Environmental Protection Agency, which implement Executive Order 12549. CONTRACTOR acknowledges that failing to disclose the information required at 2 CFR 180.335 may result in the delay or negation of this contract, or pursuance of legal remedies, including suspension and debarment.

CONTRACTOR shall not award subcontracts or subawards to persons (individuals or organizations) listed on the Excluded Parties List located at www.sam.gov/. CONTRACTOR agrees to include the above requirements in all subcontracts into which it enters. The CONTRACTOR shall immediately notify AGENCY if, during the term of this Contract, CONTRACTOR becomes debarred. AGENCY may immediately terminate this Contract by providing CONTRACTOR written notice if CONTRACTOR becomes Debarred during the term hereof.

10. DISALLOWED COSTS

CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

11. DISPUTES

In the event that CONTRACTOR is a state agency and a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter 43.17.330 RCW, in which event the Governor's process will control.

In the event that a dispute arises under this Agreement, and the CONTRACTOR is not a state agency, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable

Title: Shoreline Master Plan effectiveness in the North Olympic Peninsula
statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties

The cost of resolution will be borne as allocated by the Dispute Board or the Governor.

12. DUPLICATION OF BILLED COSTS

The CONTRACTOR shall not bill the Agency for services performed under this contract, and the Agency shall not pay the CONTRACTOR if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service.

13. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

14. HOTEL MOTEL FIRE SAFETY ACT

The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a if any portion of this contract will be paid with federal funds, CONTRACTOR agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended. CONTRACTOR may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

If necessary, the head of the Federal agency may waive this prohibition in the public interest.

15. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

16. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act 17 U.S.C. § 101, et seq., and shall be owned by the AGENCY. Where federal funding is involved, the awarding federal agency may have a proprietary interest in patent rights to any inventions that are developed by the CONTRACTOR as provided in 35 U.S.C. §§ 200-212 and 37 CFR part 401 and retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

CONTRACTOR acknowledges that in accordance with 40 CFR 30.36 and 31.34, EPA has the rights to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

Title: Shoreline Master Plan effectiveness in the North Olympic Peninsula

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

In the event the materials are not considered "works for hire" under the U.S. Copyright laws CONTRACTOR shall grant AGENCY, and any federal entity which provided federal funds used in this contract, retain a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Material which CONTRACTOR uses to perform the contract but is not created for or paid for by AGENCY is not "work made for hire"; however, CONTRACTOR grant the AGENCY a nonexclusive, royalty-free, irrevocable license to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display, provided that such license shall be limited to the extent which CONTRACTOR has a right to grant such a license to use this material for AGENCY internal purposes at no charge to AGENCY.

17. INTERNATIONAL TRAVEL (including Canada) – FOR FEDERAL FUNDED AGREEMENTS ONLY

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your EPA Project Officer as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your EPA Project Officer listed on the front page of the Award Document

18. LOBBYING PROHIBITED

- a By signing this contract, CONTRACTOR agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, 31 U.S.C. § 1352, and 40 CFR Part 30 if applicable. CONTRACTOR shall include the language of this provision in subcontracts that exceed \$100,000 of federal funds and require all subcontractors to certify and disclose accordingly.
- b. No Federal appropriated funds shall be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- c. If this contract includes federal funds exceeding \$100,000, CONTRACTOR shall sign and submit to AGENCY Exhibit D, Attachment 2, PSP Certification Regarding Lobbying (based on EPA Form 6600-06 (Rev. 06/2008)). If CONTRACTOR signed and submitted the PSP Certification Regarding Lobbying form during the procurement process for this contract it is not necessary to resubmit the certification.
- d. If CONTRACTOR expends non-federal funds in any amount to lobby as detailed in a., above, CONTRACTOR shall complete and submit to Standard Form LLL (Rev. 4/2012), Disclosure of

Title: Shoreline Master Plan effectiveness in the North Olympic Peninsula
Lobbying Activity. The form can be found at:
http://www.epa.gov/ogd/AppKit/form/sflin_sec.pdf.

19. LOBBYING AND LITIGATION

a. All recipients

- i. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- iii. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv. Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v. Pursuant to Section 18 of the Lobbying Disclosure Act, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

20. NONDISCRIMINATION and DISADVANTAGED BUSINESS ENTERPRISES

In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

21. PAYMENT TO CONSULTANTS

EPA will limit its participation in salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipients' contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.369j), as applicable, for additional information.

As of January 1, 2019, the limit is \$638.24 per day \$79.77 per hour.
(Calculations: 2019 Level IV Executive Schedule annual pay = \$166,500 / 2087 = \$79.77 per hour or \$638.24 per day).

22. PROJECT APPROVAL

The quality, extent and character of any and all work, deliverables and/or services to be performed under this agreement by the CONTRACTOR shall be subject to the review and approval of the AGENCY through the Project Manager or other designated official. In the event that the AGENCY determines, that

Title: Shoreline Master Plan effectiveness in the North Olympic Peninsula
any work, deliverable, and/or service performed by the CONTRACTOR is unsatisfactory, the AGENCY may withhold reimbursement for the unsatisfactory work performed by the CONTRACTOR or require that the CONTRACTOR remediate their work product to get it to the satisfaction of the AGENCY. Such approval and satisfaction not be unreasonably withheld. The Parties may agree in the Statement of Work to specific approval, acceptance, and/or remediation terms. If the Statement of Work is silent on this topic, the Disputes provision, above, will govern the resolution process.

23. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. CONTRACTOR shall retain such records for a period of six years following the date of final payment.

At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If this contract exceeds \$100,000 and any portion of the funding source is federal, the federal funding agency, the Comptroller General of the United States, or any duly authorized representatives shall have access to books documents, papers, and records of CONTRACTOR directly pertinent to this contract for purpose of making audits, examination, excerpts and transcriptions (40 CFR 30.48(d)).

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

24. RECYCLED PAPER

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), Sub-Recipient agrees to use recycled paper and double sided printing for all reports which are prepared as part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

25. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any negligent act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

26. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

27. SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the

Title: Shoreline Master Plan effectiveness in the North Olympic Peninsula
agency for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts

28. TERMINATION DUE TO FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions. Agency will reimburse CONTRACTOR for all expenses incurred, including non-cancelable expenses, up until the date of termination.

29. TERMINATION FOR CAUSE

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

30. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for the performance rendered or costs incurred, including NON-CANCELABLE expenses, in accordance with the terms of this Agreement prior to the effective date of termination.

31. TREATMENT OF ASSETS

- a. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.
- b. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- c. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- d. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.
- f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

32. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

**EXHIBIT B -
STATEMENT OF WORK & BUDGET**

Title: Shoreline Master Plan effectiveness study in the North Olympic Peninsula

Specific Period of Performance: This statement of work covers tasks expected over a period of two years. Tasks and deliverables may have the opportunity to be extended.

Purpose Statement:

This contract addresses a Science Work Action identified by the Puget Sound Science Panel to advance recovery of Puget Sound. The priority action relates to the effectiveness of Chinook salmon recovery and provides funding for projects that "monitor implementation and effectiveness, including cost effectiveness, of Chinook recovery efforts." Located in Clallam and Jefferson Counties, this project will evaluate long-term protection efforts to prevent habitat loss in nearshore areas that Chinook salmon are known to use. The project supports and informs adaptation of strategies and programs to recover Chinook salmon and their habitat, but does not sample or evaluate salmon populations directly.

Local shoreline planning programs incorporate the policies and regulations based on the Shoreline Management Act through a Shoreline Master Program (SMP). Three basic policy areas of the Act aim to protect shoreline use, environmental resources, and public access. Local jurisdictions (i.e., cities and counties) are responsible for implementing an SMP, based on state laws and rules but are tailored to the unique geographic, economic, and environmental needs of each community. SMPs also aim to protect the natural resources and ecology of the shoreline by using a "no net loss" (NNL) standard. The NNL framework is designed to halt or mitigate the impacts to shoreline ecological functions resulting from new development.

Various components of nearshore regulation at the state and local level help execute the intent of the law and influence the impact of development on nearshore habitats. However, nearshore regulation effectiveness is not easily measured directly. To study the effectiveness of shoreline regulations in local jurisdictions, previous work was conducted in Clallam and Jefferson counties to identify measurable NNL indicators that supported the development of SMP policies and regulations designed to achieve NNL. The NNL indicators are used to monitor sites for permitting and implementation compliance. This contract evaluates the effectiveness of recent adjustments in permit outreach and compliance previously identified (Jefferson County) and early compliance and effectiveness (Clallam County) to evaluate the effectiveness of recently implemented SMP updates in Clallam and Jefferson counties. Both counties will share results with interested jurisdictions and use the results to improve their SMPs during the next update. Results from this project will be shared with other jurisdictions to demonstrate how to evaluate the effectiveness of shoreline regulation.

Tasks are described below and referenced in the table with deliverables, dates, and costs

Task 1- Clallam and Jefferson Counties

Project Management

Clallam County will develop an interlocal agreement with Jefferson County. Jefferson County staff will invoice and provide deliverables to Clallam County who will invoice under this contract for both counties. A project work plan for both counties will be developed and presented for review by PSEMP during a meeting to be scheduled by PSP. Results of PSEMP review will be incorporated into the work plan. Ongoing project management will include regular (at least monthly) check in calls with PSP project manager.

Task 2 - Clallam County (CC)

Evaluate Effectiveness of the SMP

Clallam County will evaluate the effectiveness of the implementation of SMP policies and regulations to protect shoreline habitat. A kick-off meeting with PSP staff will discuss the project work plan, grant management, and timeline with PSP staff. No net loss (NNL) indicators will be adapted from Jefferson County program to define the shoreline development field form. A database will be developed to manage and track shoreline permits. Indicators will be matched with the assessment questions used to evaluate performance. Approximately 30 permit applications (office task) and approximately 24 construction sites (field review) will be evaluated for compliance. Outreach to the local community will provide information about SMP regulations and relevant changes.

Task 3 – Clallam County

Report results

Clallam County will summarize results on NNL indicators to evaluate success based on application review and permit requirements. The final report will describe data management, analyze indicators measured in the field, evaluate effectiveness of permits to implement SMP guidance, evaluate effectiveness of permits to guide construction, and provide recommendations for other jurisdictions related to adaptive management of monitoring, permitting, and enforcement. A detailed outline, draft report and draft 2-page fact sheet will be provided for review by PSP in advance of final written materials.

Task 4 – Jefferson County

Evaluate Effectiveness of the SMP

Jefferson County will build on Phase I of their NNL monitoring to evaluate the effectiveness of the permit process and compliance of permitted nearshore projects. A kick-off meeting with PSP staff will discuss the project work plan, grant management, and timeline with PSP staff. The County will update NNL indicators as needed to evaluate project status and ecological function; match NNL indicators to assessment questions; evaluate permit compliance with the permitting office; use indicators to track changes on permitted project sites for compliance; and track change in NNL indicators over time. Approximately 80 permit applications (office task) and 30 construction sites (Field review) will be evaluated for compliance. Outreach to the local community will provide information about SMP regulations and relevant changes.

Task 5 – Jefferson County

Report results

Jefferson County will summarize results on NNL indicators to evaluate success based on application review, permit requirements, and permit implementation. The final report will describe data management, analyze indicators measured in the field, evaluate effectiveness of permits to implement SMP guidance, evaluate effectiveness of permits to guide construction, and provide recommendations for other jurisdictions related to adaptive management of monitoring, permitting, and enforcement. A detailed outline, draft report and draft 2-page fact sheet will be provided for review by PSP. A detailed outline, draft report and draft 2-page fact sheet will be provided for review by PSP in advance of final written materials.

Task 6 – Clallam and Jefferson Counties

Present results

Presentations to the Partnership's Science Panel and local planner groups will share results of the project including the effectiveness of SMP regulations to protect nearshore habitat and any recommendations that would be relevant for other jurisdictions.

The CONTRACTOR shall report in writing any problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed by PSP to resolve the situation.

Task	Tasks	Deliverables to be submitted to the PSP Project Manager	Due Dates	Total Payable for each subtask upon completion and approval by PSP Project Manager
1.0	Project Management			
a.	Interlocal agreement between Clallam (CC) and Jefferson Counties (JC)	Signed interlocal agreement (CC & JC)	12/31/19	\$2,000
b.	Present study plan to PSEMP for project review	Presentation materials (to be scheduled by PSP, CC & JC)	TBD	\$4,000
c.	Ongoing project management	Project work plan integrating comments from PSEMP, invoices, progress reports and phone calls (CC & JC)	Monthly (or more frequently as needed)	\$7,000 (no billing for this subtask until entire project is completed)
2.0	Evaluate effectiveness of SMP policies and regulations; coordinate outreach to the local community about SMP regulations and changes (CC).			
a.	Kick-off meeting	Meeting agendas and notes	TBD	\$2,000
b.	Develop no net loss indicators	List of indicators: Shoreline Development Field Form Database	01/31/20	\$8,000
c.	Develop database to track SMP permits	Database	02/15/20	\$10,000
d.	Analysis of permit applications (through April 2020)	Summary report of permit processes; results for 5-10 permits	05/22/20	\$9,000
e.	Analysis of permit applications (May – June 2020)	Results for 5-10 permits	07/17/20	\$9,000
f.	Analysis of permit applications (July – August 2020)	Results for 5-10 permits	09/18/20	\$9,000
g.	Analysis of permit applications (Sept. – October 2020)	Results for 5-10 permits	11/20/20	\$9,000
h.	Conduct field review (through June 2020)	Completed Development Field Forms for 8 sites.	07/17/20	\$4,000
i.	Conducted field review (July – August 2020)	Completed Development Field Forms for 8 sites.	09/18/2020	\$4,000
j.	Conducted field review (Sept. – October 2020)	Completed Development Field Forms for 8 sites.	11/20/20	\$4,000
k.	Community outreach (through March 2020)	Summary of events, meeting materials, number of participants.	04/10/20	\$5,000

l.	Community outreach (April – June 2020)	Summary of events, meeting materials, number of participants.	07/10/20	\$5,000
m.	Community outreach (July – October 2020)	Summary of events, meeting materials, number of participants	11/12/20	\$6,000
3.0	Report results of effectiveness of SMP using NNL indicators (CC). Outline final report to include description of data management, field data, analysis of effectiveness of permits to implement SMP guidance and effectiveness of permits to guide construction, and recommendations for other jurisdictions. Fact sheet will summarize outcomes and lessons learned.			
a.	Produce outline of final report	Detailed outline (PSP to provide comments within 3 weeks of "Due Date".	01/15/21	\$2,000
b.	Draft report	Draft report (PSP to provide comments within 3 weeks of "Due Date".	03/07/21	\$10,000
c.	Write final report	Final report	05/28/21	\$3,000
d.	Draft fact sheet	Draft fact sheet (PSP to provide comments within 3 weeks of "Due Date".	05/07/21	\$2,000
e.	Write final fact sheet	Final fact sheet	6/18/21	\$1,000
4.0	Evaluate effectiveness of SMP policies and regulations; coordinate outreach to the local community about SMP regulations and changes (JC).			
a.	Kick-off meeting	Meeting agenda and notes	TBD	\$2,000
b.	Update no net loss indicators	List of updated indicators	01/10/20	\$7,000
c.	Update database to track SMP permits	Updated Database	01/10/20	\$5,000
d.	Analysis of permit application (through March)	Results for 20 permits	04/17/20	\$9,000
e.	Analysis of permit application (April – June 2020)	Results for 20 permits	07/17/20	\$9,000
f.	Analysis of permit application (July – August 2020)	Results for 20 permits	9/18/20	\$9,000
g.	Analysis of permit application (Sept. – October 2020)	Results for 20 permits	11/20/20	\$9,000
h.	Conduct field review (through March 2020)	Completed Development Field forms for 10 sites	04/17/20	\$7,000
i.	Conduct field review (April – July 2020)	Completed Development Field forms for 10 sites	08/20/20	\$7,000
j.	Conduct field review (August – October 2020)	Completed Development Field forms for 10 sites	11/20/20	\$7,000
k.	Community Outreach (through March 2020)	Summary of event; meeting materials; number of participants	04/10/20	\$2,000
l.	Community Outreach (April – June 2020)	Summary of event; meeting materials; number of participants	07/10/20	\$2,000
m.	Community Outreach (July – October 2020)	Summary of event; meeting materials; number of participants	11/12/20	\$2,000
5.0	Report results of effectiveness of SMP using NNL indicators (JC). Outline and final report to include description of data management, field data, analysis of effectiveness of permits to implement SMP guidance and			

	effectiveness of permits to guide construction, and recommendations for other jurisdictions. Fact sheet will summarize outcomes and lessons learned.			
a.	Produce outline of final report	Detailed outline (PSP to provide comments within 3 weeks of "Due Date".	01/15/21	\$2,000
b.	Draft report	Draft report (PSP to provide comments within 3 weeks of "Due Date".	03/07/21	\$15,000
c.	Write final report	Final report	05/28/21	\$5,000
d.	Draft fact sheet	Draft fact sheet (PSP to provide comments within 3 weeks of "Due Date".	05/07/21	\$2,000
e.	Write final fact sheet	Final fact sheet	06/18/21	\$1,000
6.0	Ctalam and Jefferson both share approaches and results			
a.	Presentation to Science Panel	Presentation materials (CC & JC)	No later than June 30, 2021	\$8,000
b.	Presentation to local planners	Presentation materials (CC & JC)	No later than June 30, 2021	\$8,000
TOTAL PAYABLE UPON COMPLETION & APPROVAL				\$233,000

PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE

Staffing Requirements: The PSP Executive Director or designee must approve project personnel changes.

EXHIBIT C -

Deliverable & Billing Procedures

Title: Shoreline Master Plan effectiveness study in the North Olympic Peninsula

DELIVERABLE PROCEDURES

Deliverable requirements, including due dates, are specified in Exhibit B, Statement of Work and Budget. CONTRACTOR shall submit deliverables to the PSP Project Manager listed on page 1 of this Agreement. Do not attach deliverables to invoice vouchers.

PSP Project Manager must provide written Acceptance of deliverables to CONTRACTOR and to PSP Fiscal before PSP Fiscal can pay an invoice for those deliverables.

BILLING & INVOICE VOUCHER REQUIREMENTS

To request payment, the CONTRACTOR shall submit a form A-19 invoice voucher at least monthly to the AGENCY *unless* there are no deliverables due for the month of billing. CONTRACTOR shall only bill for completed tasks and deliverables agreed to in Exhibit B, Statement of Work & Budget.

Each invoice voucher submitted to the AGENCY by the CONTRACTOR must, at a minimum, include the following:

1. The PSP contract/agreement number.
2. The time-period during which the services were performed
3. A description of the tasks or subtasks performed and deliverables submitted that have met the pay-point criteria listed in Exhibit B, Statement of Work and Budget, column "Payment Information and/or Amount."
4. Total invoice amount.
5. Date deliverable was accepted by PSP Project Manager See DELIVERABLE PROCEDURES, above.
6. Attach any other information mutually agreed upon by both parties during the course of the contract.

Submit payment requests to:

*Puget Sound Partnership
Fiscal Unit
326 East D Street
Tacoma, WA 98421-1801*

Requests may be submitted electronically to pspfiscal@psp.wa.gov

GENERAL BILLING TERMS

The AGENCY shall reimburse the CONTRACTOR upon review and approval of work performed under the scope of this agreement and receipt of properly completed payment requests.

Payment may be withheld if required work, services, progress reports and/or deliverables are not submitted to the satisfaction of the AGENCY.

The AGENCY may terminate the agreement or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to comply with any term or condition of this contract.

The CONTRACTOR shall submit a monthly invoice voucher or equivalent document to the AGENCY *unless* the agreement has been identified as a "deliverable-based" contract with specific due date or

special condition that has been approved by the Partnership. Contractors must submit invoices within 30 days after the month of completion of deliverables to the PSP Project Manager. Payment for approved goods and/or services will be made by check, warrant or electronic fund transfer (EFT) within 30 days of receipt of the invoice. The CONTRACTOR must submit invoices for all work done within a fiscal year 30 days after the end of the fiscal year. Invoices shall be paid within 30 days after the final invoice has been submitted.

BILLING CONDITIONS:

All Contractors must submit any budget changes to any deliverable(s) to PSP for sufficient processing time of any amendment execution between PSP and the Contractor. If information provided does not allow for sufficient processing time, PSP will not adjust or pay for any invoices or billing over the 10% of the total amount listed for each deliverable even if the added total amounts for all the deliverables does not exceed the total budget.

The CONTRACTOR shall receive reimbursement for travel and other expenses as identified or as authorized in advance by the AGENCY as reimbursable. Such expenses may include airfare (economy or coach class only), other transportation expenses, lodging and subsistence necessary during periods of required travel at the current state reimbursement rates (<http://www.ofm.wa.gov/resources/travel.asp>).

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed reimbursement request.



AGENDA ITEM SUMMARY

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

2b
3/2/21

Department:

DCD

WORK SESSION ☒ Meeting Date: 2.22.2021

REGULAR AGENDA ☒ Meeting Date: 3.2.2021

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 Cosignatory to grant agreement |

Documents exempt from public disclosure attached: ☐

Executive summary:

To improve both Clallam County's Dungeness floodplain restoration project, future operation and maintenance of the levee, and the Jamestown S'Klallam Tribe's River's Edge project, we will reconfigure some of the property lines and write easements. Doing so also clarifies Clallam County's operation and maintenance responsibilities for the levee. Adding Clallam County to the grant as a co-sponsor (Contract Page 3, "Special Provision 2, Clallam County as secondary sponsor") helps to streamline to process for the granting agency (in this case, the Recreation and Conservation Office), Jamestown S'Klallam Tribe, and Clallam County.

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 required.

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

Please sign the grant agreement.

County Official signature & print name:

A handwritten signature in blue 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:

* 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)





Project Sponsor: Jamestown S'Klallam Tribe

Project Number: 16-1367C
Amendment: 8

Project Title: Dungeness Floodplain Restoration- Kinkade Phase

Approval Date: 01/31/2018

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Agreement (Agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Jamestown S'Klallam Tribe (Sponsor, and primary Sponsor), 1033 Old Blyn Hwy, Sequim, WA 98382, Clallam County (Sponsor, and secondary Sponsor), 223 E 4th St Ste 5, Port Angeles, WA 98362-3015, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

The identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) enter into this project agreement on behalf of the Sponsor(s), (2) enter any amendments thereto on behalf of the Sponsors. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Amendments to Agreement Section.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

This project is an acquisition/planning project. The overall goal is to purchase (fee-simple), restore, and forever conserve over 16 acres of floodplain habitat within the lower 11 miles of the Dungeness River near Sequim, WA. The project will also begin restoration design to set back a levee to allow for greater floodplain connection. Habitats including active channel, side channels, connected and disconnected floodplain and floodplain forest will be restored by removal of hard-armoring and levee structures. The combined ecosystem restoration and conservation actions will benefit ESA -listed Chinook, bull trout, summer chum, and steelhead, along with coho, pinks, and fall chum.

Recovery of sustainable, harvestable runs of salmon on the Dungeness is a cultural and economic priority of the Tribe and this project is an important step towards that goal. As a multi-benefit floodplain restoration project that will restore habitat, reconnect floodplain, reduce flood-risk, reduce maintenance costs for publicly owned facilities, create a healthier floodplain ecosystem and increase recreational opportunities just minutes from Sequim, the project benefits the entire community and region. Removal of infrastructure and hard armoring from the channel and floodplain will allow for natural habitat forming processes to resume in this degraded reach. Juvenile salmon need access to floodplains, natural bank vegetation, and diverse river habitats for refuge and feeding.

PERIOD OF PERFORMANCE

The period of performance begins on January 19, 2018 (project start date) and ends on June 30, 2021 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office are hereby incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For the acquisition portion of this project, the Sponsor's long-term obligations for the project area shall be in perpetuity, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

Where conflicts may exist between this section and other sections of the agreement, the latter shall apply.

PROJECT FUNDING

The total grant award provided for this project shall not exceed \$1,136,826.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
SRFB - Puget Sound Acq. & Restoration	74.95%	\$1,002,452.00	State
SRFB - Salmon State Projects	10.05%	\$134,374.00	State
Project Sponsor	15.00%	\$200,617.00	
Total Project Cost	100.00%	\$1,337,443.00	

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions of the Recreation and Conservation Office.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO's director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all applicable federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, and any applicable federal program and accounting rules effective as of the date of this Agreement, and with respect to any amendments to this Agreement, as of the effective date of that amendment.

Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

For the purpose of this Agreement all applicable RCO WACs and funding board policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Acquisition Projects - Manual 3
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Restoration Projects - Manual 5
- Salmon Recovery Grants - Manual 18

Any applicable tribal preference laws may otherwise apply for a Sponsor that is a federally recognized Indian Tribe provided such preference laws are consistent with federal law.

SPECIAL CONDITIONS

Special Condition #1: Cultural Resources-Survey Required

Section 8 of this agreement requires compliance with Executive Order 05-05 and/or Section 106 of the National Historic Preservation Act. RCO has completed the initial consultation for this project and a cultural resources survey is required. The Sponsor must submit to RCO the survey and receive from RCO a Notice to Proceed before any ground disturbing activities can begin. Construction started without a Notice to Proceed will be considered a breach of contract. In the event that archaeological or historic materials are discovered while conducting ground disturbing activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in Section 8 of this agreement.

Special Condition #2: Clallam County as Secondary Sponsor

Jamestown S'Klallam Tribe has amended the agreement to add Clallam County as a secondary sponsor to the project for the purposes of conveying a property interest to Clallam County in order to facilitate the levee setback project on the Dungeness Valley Creamery property.

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Sponsor Project Contact

LaTrisha Suggs
Restoration Planner
1033 Old Blynn Hwy
Sequim, WA 98382
lsuggs@jamestowntribe.org

RCO Contact

Kat Moore
Natural Resources Building
PO Box 40917
Olympia, WA 98504-0917
kathryn.moore@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

This Agreement, for project 16-1367, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date).

Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RECREATION AND CONSERVATION OFFICE. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

Jamestown S'Klallam Tribe

By: _____

Date: _____

Name (printed): _____

Title: _____

Clallam County

By: _____

Date: _____

Name (printed): _____

Title: _____

**State of Washington Recreation and Conservation Office
On behalf of the Salmon Recovery Funding Board (SRFB or funding board)**

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By:  _____
Assistant Attorney General

Date: 07/01/2020

Project Sponsor: Jamestown S'Klallam Tribe

Project Number: 16-1367C

Amendment: 8

Project Title: Dungeness Floodplain Restoration- Kinkade Phase

Approval Date: 01/31/2018

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Acquisition Metrics

Property: Allen (Worksite #1, Kincade Floodplain)

Property: Billes (Worksite #1, Kincade Floodplain)

Property: Caldero (Worksite #1, Kincade Floodplain)

Property: Dickinson Parcel (Worksite #1, Kincade Floodplain)

Property: Krebsbach (Worksite #1, Kincade Floodplain)

Property: Murphy (Worksite #1, Kincade Floodplain)

Real Property Acquisition

Land

Acres by Acreage Type (fee simple):

Lake	0.00
Riparian	0.75
Riparian	16.52
Riparian	4.40
Riparian	5.70
Riparian	7.85
Tidelands	0.00
Uplands	0.00
Uplands	5.25
Wetlands	0.00
Existing structures on site:	No structures on site
Existing structures on site:	Structures to be demolished

Incidentals

Appraisal

Appraisal Review

Closing, Recording, Taxes, Title

Cultural resources (Acq)

Demolition

Buildings / structures to be demolished:

A SFR, garage, and shed will be moved, salvaged, or demolished. Reuse and recycling will be emphasized.

Buildings / structures to be demolished:

It is unknown if a permanent structure(s) will be on the property at closing. All structures will be removed along with all utilities.

Buildings / structures to be demolished:

One 100 square ft home, built 1969.

Buildings / structures to be demolished:

Remnants of a small shed (age unknown), Associated hard armoring and infrastructure/utilities

Environmental Audits**Fencing (Acq)**

Number of linear feet of fencing to be built: 100

Noxious weed control

Acres treated for noxious weeds by method:
Mechanical 0.25

Relocation**Signs (Acq)**

Number of permanent signs that identify site and funding partners: 3000

Stewardship plan**Survey (Acq)****Administrative Costs (Acq)****Administrative costs (Acq)**

Property: Dungeness Valley Creamery (Worksite #2, River Miles 0-11)

Property: McLane Wallacker Trust (Worksite #2, River Miles 0-11)

Real Property Acquisition**Land**

Acres by Acreage Type (fee simple):

Riparian 24.20

Riparian 67.00

Existing structures on site: No structures on site

Incidentals**Appraisal****Appraisal Review****Boundary line adjustment****Closing, Recording, Taxes, Title****Demolition**

Buildings / structures to be demolished: TBD

Environmental Audits**Relocation****Survey (Acq)****Planning Metrics****Worksite #1, Kincade Floodplain**

Targeted salmonid ESU/DPS (A.23): Chinook Salmon-Puget Sound ESU, Coho Salmon-unidentified ESU, Pink Salmon-Odd year ESU, Steelhead-Puget Sound DPS

Targeted species (non-ESU species): Bull Trout, Cutthroat, Rainbow, Searun Cutthroat

Area Encompassed (acres) (B.0.b.1): 0.0

Miles of Stream and/or Shoreline Affected (B.0.b.2): 0.00

Miles of Stream and/or Shoreline Treated or Protected (C.0.b): 1.00

Project Identified In a Plan or Watershed Assessment (C.0.c): National Marine Fisheries Service, 2006, Recovery Plan for the Puget Sound Chinook Salmon (*Oncorhynchus tshawytscha*), National Marine Fisheries Service, Northwest Region. Seattle, WA. Dungeness River Management Team, 2005, Dungeness Watershed Salmon Recovery Planning Notebook, Cooperative Management of Our Watershed's Resources, Coordinated by Jamestown S'Klallam Tribe and

Type Of Monitoring (C.0.d.1):	Clallam County, 1033 Old Blyn Hwy. Sequim, WA 98382 Hansi Hals and Dungeness River Restoration Work Group, 2003, Recommended Land Protection Strategies for the Dungeness Riparian Area (Dungeness Green Book), Prepared for Dungeness River Management Team. Jamestown S'Klallam Tribe, 1033 Old Blyn Hwy. Sequim, WA 98382 West Consultants, 2000, Kinkade Island levee removal, Dungeness River [Washington]: Technical Report No. 00-01, Report prepared for the Clallam County Department of Community Development, Port Angeles, WA 98362, US Bureau of Reclamation, 2003, Kinkade Island Geomorphic Assessment, Dungeness River, Washington, US Bureau of Reclamation- Prepared for Clallam County, Port Angeles WA 98362. None
Worksite #2, River Miles 0-11 Targeted salmonid ESU/DPS (A.23): Targeted species (non-ESU species): Area Encompassed (acres) (B.0.b.1): Miles of Stream and/or Shoreline Affected (B.0.b.2): Miles of Stream and/or Shoreline Treated or Protected (C.0.b): Project Identified In a Plan or Watershed Assessment (C.0.c):	Chinook Salmon-Puget Sound ESU Bull Trout, Cutthroat 40.0 0.90 11.00
Type Of Monitoring (C.0.d.1):	National Marine Fisheries Service, 2006, Recovery Plan for the Puget Sound Chinook Salmon (<i>Oncorhynchus tshawytscha</i>), National Marine Fisheries Service, Northwest Region. Seattle, WA. Dungeness River Management Team, 2005, Dungeness Watershed Salmon Recovery Planning Notebook, Cooperative Management of Our Watershed's Resources, Coordinated by Jamestown S'Klallam Tribe and Clallam County, 1033 Old Blyn Hwy. Sequim, WA 98382 Hansi Hals and Dungeness River Restoration Work Group, 2003, Recommen None
Design for Salmon restoration Conceptual Design Project Identified in a Plan or Watershed Assessment. (2457) (B.1.b.11.a): Priority in Recovery Plan (2458) (B.1.b.11.b):	National Marine Fisheries Service, 2006, Recovery Plan for the Puget Sound Chinook Salmon (<i>Oncorhynchus tshawytscha</i>), National Marine Fisheries Service, Northwest Region. Seattle, WA. Dungeness River Management Team, 2005, Dungeness Watershed Salmon Recovery Planning Notebook, Cooperative Management of Our Watershed's Resources, Coordinated by Jamestown S'Klallam Tribe and Clallam County, 1033 Old Blyn Hwy. Sequim, WA 98382 Hansi Hals and Dungeness River Restoration Work Group, 2003, Recommen high

Project Sponsor: Jamestown S'Klallam Tribe

Project Number: 16-1367C

Amendment: 8

Project Title: Dungeness Floodplain Restoration- Kinkade Phase

Approval Date: 01/31/2018

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Order Appraisal Review(s)	06/01/2017	Allen property, completed
X	Order Appraisal(s)	06/01/2017	Allen property, completed
X	Environmental Assess Complete	06/19/2017	Allen property, completed
X	Recorded Land Survey to RCO	08/25/2017	Allen property, completed
X	Purchase Agreement Signed	01/01/2018	Allen property, completed
X	Project Start	01/19/2018	
X	Acquisition Closing	02/28/2018	Allen property, completed
X	Order Appraisal(s)	04/19/2018	Biles property
X	Order Appraisal Review(s)	05/16/2018	Biles property
X	Purchase Agreement Signed	06/18/2018	Biles property
X	Progress Report Due	06/30/2018	
X	Environmental Assess Complete	06/30/2018	Biles property
X	Acquisition Closing	07/31/2018	Biles property
X	Recorded Acq Documents to RCO	08/31/2018	Biles property
X	Progress Report Due	01/22/2019	
X	Annual Project Billing Due	01/22/2019	
X	Annual Project Billing Due	06/30/2019	
X	Progress Report Due	06/30/2019	
X	Progress Report Due	12/30/2019	
X	Demolition Complete	06/30/2020	Biles property
X	Progress Report Due	07/30/2020	
X	Demolition Complete	08/01/2020	Allen property
	Progress Report Due	12/30/2020	
X	Funding Acknowl Sign Posted	05/01/2021	
	Final Billing Due	06/30/2021	
	Final Report Due	06/30/2021	
	Draft Design to RCO	06/30/2021	Conceptual design for levee setback
	Agreement End Date	06/30/2021	
	Annual Project Billing Due	06/30/2021	
	Applied for Permits	06/30/2021	
	Cultural Resources Complete	06/30/2021	Caldero Property (Survey Complete-2017-06-04239 RCO) Allen Property (Survey Pending 2018-12-09643 RCO)
	RCO Final Inspection	06/30/2021	
	Permits Complete	06/30/2021	
	Stewardship Plan to RCO	06/30/2021	

Project Sponsor: Jamestown S'Klallam Tribe

Project Number: 16-1367C

Amendment: 8

Project Title: Dungeness Floodplain Restoration- Kinkade Phase

Approval Date: 01/31/2018

Standard Terms and Conditions of the Recreation and Conservation Office

Table of Contents

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE	10
CITATIONS, HEADINGS AND DEFINITIONS	10
PERFORMANCE BY THE SPONSOR	12
ASSIGNMENT	12
RESPONSIBILITY FOR PROJECT	12
INDEMNIFICATION	12
INDEPENDENT CAPACITY OF THE SPONSOR	13
CONFLICT OF INTEREST	13
COMPLIANCE WITH APPLICABLE LAW	13
RECORDS	14
PROJECT FUNDING	15
PROJECT REIMBURSEMENTS	15
ADVANCE PAYMENTS	16
RECOVERY OF PAYMENTS	16
COVENANT AGAINST CONTINGENT FEES	16
INCOME (AND FEES) AND USE OF INCOME	16
PROCUREMENT REQUIREMENTS	16
TREATMENT OF EQUIPMENT AND ASSETS	17
RIGHT OF INSPECTION	17
STEWARDSHIP AND MONITORING	17
ACKNOWLEDGMENT AND SIGNS	17
PROVISIONS APPLYING TO ACQUISITION PROJECTS	18
LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS	19
CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS	19
ORDER OF PRECEDENCE	20
LIMITATION OF AUTHORITY	20
WAIVER OF DEFAULT	20
APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH	20
SPECIFIC PERFORMANCE	20
TERMINATION AND SUSPENSION	20
DISPUTE RESOLUTION	21
GOVERNING LAW/VENUE	23
PROVISIONS FOR FEDERALLY RECOGNIZED INDIAN TRIBES	23
SEVERABILITY	24
END OF AGREEMENT	24

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions of the Recreation and Conservation Office as of 10/15/2020.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

agreement or project agreement – The document entitled "RCO Tribal Project Agreement" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the Recreation and Conservation Office, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Agreement subject to any limitations on their effect.

applicable manual(s) – A manual designated in this Agreement to apply as terms of this Agreement, subject to substitution of the "RCO director" for instances where the term "board" occurs.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for instances where the term "board" occurs.

applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds administered by RCO.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board, or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO.

project area – A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This

person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

useful service life – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

INDEMNIFICATION

Subject to the limitations provided in this Agreement, the Sponsor shall defend, indemnify, and hold the Recreation and Conservation Office (RCO), the Recreation and Conservation Funding Board, the Salmon Recovery Funding Board, collectively referred to herein as "the RCO"; and its officers and employees harmless from all damage, loss, claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement, by the Sponsor or the Sponsor's agents, employees, contractors, and subcontractors of any tier, or any persons for whom the Sponsor may be vicariously liable. If the RCO is immune from suit pursuant to a specific statutory exemption and or limitation as to the particular claim, demand(s), or suit(s) at law or equity, the Sponsor shall have no obligation to defend, indemnify or hold the RCO harmless. Should this section conflict with any other section of this Agreement, the terms of this section shall take precedence.

Provided that nothing herein shall require a Sponsor to defend or indemnify the RCO against and hold harmless the RCO from claims, demands or suits at law or equity based solely upon the negligence of the RCO, its employees and/or agents for whom the RCO is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, contractors, and subcontractors of any tier, or any persons for whom the Sponsor is vicariously liable, and (b) the RCO its employees and agents, contractors, and subcontractors of any tier or any for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, and subcontractors of any tier, or any persons for whom the Sponsor may be vicariously liable.

In the event a tribal employee files suit against the RCO for damages sustained in an occupational injury occurring while the tribal employee is performing services pursuant to this agreement, and RCO seeks indemnification by the tribe under this agreement for such a damages claim, the tribe shall waive and not assert immunity under the tribe's or the State's workers' compensation laws. The tribe's agreement not to assert its immunity under workers' compensation laws applies only to a claim by RCO for indemnification under this agreement, and does not preclude the tribe from asserting immunity or any other viable defenses to a claim by either a tribal employee or a third party.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by applicable federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52 if applicable; or any similar applicable statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations).

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act; provided, however, if consistent with federal law, the applicable tribal preference laws may otherwise apply if the Sponsor is a federally recognized Indian Tribe. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all applicable federal and state nondiscrimination laws, regulations and policies."

- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with applicable provisions of the rules and regulations

of the Washington State Department of Labor and Industries. However, applicable tribal wage and safety rules and preferences may otherwise apply if the Sponsor is a federally recognized Indian Tribe.

If Sponsor is a federally recognized Indian Tribe, the following shall apply: The Tribe shall provide workers compensation coverage for all of its employees in accordance with applicable tribal worker's compensation laws. To the extent grant funded employees are not subject to tribal workers compensation program coverage, they shall be covered by applicable state or federal workers compensation laws, and the Tribe shall not assert immunity under such workers compensation laws for actions brought under such laws by its employees or agents; and if such employees are not subject to state or federal workers compensation laws, the Tribe shall require employees to be insured under Employer's Contingent Liability (Stop Gap) with a minimum coverage limit of \$1,000,000 on accident and aggregate.

- D. **Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- E. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.
- No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- F. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to RCO, Sponsor understands that RCO may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit RCO to disclose and copy such

document to respond to a request under state public records laws. The Sponsor hereby agrees to release RCO from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying, provided that RCO follows RCW 42.56 and applicable regulations and guidance.

PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, which ever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
 - 1) All approved or required activities outlined in the Agreement are done;
 - 2) On-site signs are in place (if applicable);
 - 3) A final project report is submitted to and accepted by RCO;
 - 4) Any other required documents and media are complete and submitted to RCO;
 - 5) A final reimbursement request is submitted to RCO;
 - 6) The completed project has been accepted by RCO;
 - 7) Final amendments have been processed;
 - 8) Fiscal transactions are complete, and
 - 9) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with applicable state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 - 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
 - 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

Procurement Requirements. If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:

- 1) Publish a notice to the public requesting bids/proposals for the project;
- 2) Specify in the notice the date for submittal of bids/proposals;
- 3) Specify in the notice the general procedure and criteria for selection;
- 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected; and
- 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer; provided, however, if consistent with federal law, the applicable tribal preference laws may otherwise apply if the Sponsor is a federally recognized Indian Tribe.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure has been executed, it will further stipulate and define the RCO's right to inspect and access lands acquired or developed with this funding assistance.

STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
 - 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
 - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication

ceremonies.

PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
- B. **Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
- D. **Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document (provided or approved by RCO) conveying certain rights and responsibilities to RCO or the Funding Entity on behalf of the State of Washington or another agency of the state, or federal agency, or other organization. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 - 1) **Deed of Right.** The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - 2) **Assignment of Rights.** The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - 3) **Easements and Leases.** The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- E. **Real Property Acquisition and Relocation Assistance.** In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
- F. **Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with COMPLIANCE WITH APPLICABLE LAW SECTION, Archeological and Cultural Resources paragraph.
- G. **Hazardous Substances.**
 - 1) **Certification.** The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
 - a) No hazardous substances were found on the site, or
 - b) Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 - 2) **Responsibility.** Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
 - 3) **Hold Harmless.** Subject to the limitations provided in this Agreement, the Sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against liability, cost (including but not limited to all costs of defense and attorneys' fees) and loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the

property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents, including RCO, caused or contributed to the release or should have inquired into or disclosed relevant information to the Sponsor.

LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** Sponsor shall comply with the terms of this Agreement.
- B. **Perpetuity.** For acquisition projects, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO, RCO requires that the project area continue to function as intended after the period of performance in perpetuity. The ability for RCO to enforce this long-term obligation for an acquisition project shall be as prescribed in this Agreement.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon the terms of this Agreement, including without limitation all WACs and manuals deemed applicable and all applicable laws.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement, any applicable manual or WAC, or any applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per this Agreement and the applicable manuals, WACs and laws, and the RCO may pursue such remedies as the above allows.

CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
 - 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - 2) In a reasonably safe condition for the project's intended use;
 - 3) Throughout its estimated useful service life so as to prevent undue deterioration;
 - 4) In compliance with all applicable federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
 - 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current applicable guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. Applicable State law (constitution, statute);
- F. Applicable Washington Administrative Code;
- G. Applicable RCO manuals.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO relies on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SPECIFIC PERFORMANCE

RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement and /or enforcement of long-term or other obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to

milestones and other defined deadlines; or

- c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project.
 - 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
 - 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
- 1) The Sponsor was not in default; or
 - 2) Failure to perform was outside Sponsor's control, fault or negligence.
- C. **Rights or Remedies of the RCO.**
- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
 - 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
- D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.
- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

DISPUTE RESOLUTION

General. This Dispute Resolution section applies only to disputes between the Sponsor and RCO regarding the Parties rights and responsibilities under this Agreement, including disputes concerning any claims of the Parties for any indemnification pursuant to this Agreement for third party claims.

The parties shall, if possible, first attempt to resolve any disputes through Informal Negotiations as described below. If that is not possible or is unsuccessful, the parties shall elect to resolve the dispute through (1) a Dispute Hearing process if agreeable to both parties, or (2) binding arbitration; provided the Sponsor shall have the option to elect to resolve the dispute in state or federal court if such courts possess jurisdiction over the dispute in question.

For all of the dispute resolution methods, (1) each party shall bear its own attorney's fees and costs; and (2) during utilization of any and/or all of the mediation, arbitration and/or Dispute Hearing steps and processes, any statutes of limitation shall be tolled, and in no circumstances shall any time utilizing such steps and processes be considered when determining whether any statutes of limitation have expired.

Informal Negotiations. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any party may give the other

party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place.

Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above. Such closure shall not preclude continuing or later negotiations, if desired.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

Dispute Hearing. In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues.

A party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the RCO director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the dispute panel according to the nature and complexity of the issues involved. The process may be solely based on written material, if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the legal authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a dispute hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute, or completion of any Informal Negotiations conducted by the parties concerning the disputed action or position, whichever is later.

All fees and costs associated with the implementation of this process (excluding each party's own attorney's fees and costs) shall be shared equally by the parties.

Arbitration. In the event the Parties do not agree to resolve the dispute through a Dispute Hearing Process as set forth above, the parties shall resolve any controversy, claim or dispute concerning the making, formation, validity, obligations under, or breach of, this Agreement (Disputed Matter) through binding arbitration conducted under Judicial Arbitration and Mediation Services (JAMS) rules. Prior to invoking arbitration, the parties may agree to mediation, in which event the parties will use their best efforts to select a mediator as soon as possible. The mediator's costs and attendant costs of mediation shall be borne equally by the parties.

Either party may make a written demand for binding arbitration before a qualified arbitrator in Seattle, Washington, or at another place as the parties may agree in writing. Request for binding arbitration under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute, or completion of any Informal Negotiations conducted by the parties concerning the disputed action or position, whichever is later. A qualified arbitrator will mean a person generally familiar with the subject matter of the Disputed Matter with at least five years of arbitration experience, and knowledge of federal Indian law, if federal Indian law is part of the dispute. If the parties cannot agree on a single arbitrator, a three-person arbitration panel shall be selected as follows: each party shall select an arbitration panel member and the two selected panelists shall select a third. If the panelists cannot agree on a third arbitrator, the third arbitrator shall be selected by JAMS. The arbitration shall be administered by JAMS pursuant to its Expedited Procedures as now written or hereafter amended. Each party will pay for its own attorneys' fees and costs. The substantially prevailing party is entitled to reimbursement from the other party of all moneys it paid to the third arbitrator or JAMS related to the arbitration proceeding. The arbitrator's award shall be binding upon the parties and no appeal shall be permitted, except for a request to vacate under RCW 7.04A.230 or 9 U.S.C. § 10.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the authorities set forth in the Order of Preference section. In the event of a lawsuit involving this Agreement, venue shall be in the jurisdiction where the project is situated, if venue there is legally proper, and if not, in another jurisdiction where venue is legally proper.

PROVISIONS FOR FEDERALLY RECOGNIZED INDIAN TRIBES

- A. **Limited Waiver of Sovereign Immunity.** The Tribe expressly retains all rights and benefits of sovereign immunity. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity or as increasing the Tribe's liability beyond any statutory or other limitation of liability, except as expressly stated herein.

The Tribe hereby grants and provides a limited waiver of sovereign immunity for the following purposes as may be needed by Sponsor or RCO:

- 1) to enforce the terms of this Agreement, including the indemnification provisions, and any documents recorded pursuant to this Agreement, such as those related to real property interests in the form of deeds, easements, or covenants,
 - 2) to enforce the Dispute Resolution provisions of this Agreement,
 - 3) to compel arbitration of a Disputed Matter,
 - 4) to enforce any mediation agreement, Disputes Panel Decision, or Arbitration award or judgment, and/or vacate an Arbitration award or judgment under RCW 7.04A.230 or 9 U.S.C. § 10,
 - 5) to enforce the long-term obligations of this agreement.
- B. This limited waiver of sovereign immunity shall apply to all matters in the above subsection A in federal district court, and if the federal district court lacks jurisdiction, then in a State court of competent jurisdiction. Such court may render judgment and issue such orders as may be necessary to enforce such awards or judgments. This waiver does not extend to and is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties; nor does it extend to any other type of action or to any other forum or regarding any other matter. No award for punitive damages of any kind may be made or enforced against the Tribe.

Duration of Limited Waiver of Sovereign Immunity described in subsection A above. The limited waiver of sovereign immunity shall apply during the period of performance of this Agreement and then be limited as follows:

- 1) For land acquisition projects: Limited to the 10 years following the end date of this agreement, however, the waiver shall be in perpetuity for fee simple property acquisitions or perpetual easements. However, the limited waiver of sovereign immunity in perpetuity is limited to the sole purpose of enforcing only subsections B and C of the Long-Term Obligations of the Projects and Sponsors section of this Agreement. Long-term obligations include any property or value owed to RCO for any conversion of the project real property to other purposes. For land acquisitions that are term limited, any limited waiver of sovereign immunity shall be limited to the longer of the 10 years following the end date of this agreement or the time required to enforce long-term obligations but only then for any relief owed to RCO for any conversion of real property to other purposes.
 - 2) For restoration projects: Limited to the 10 years following the end date of this agreement.
 - 3) For non-capital projects: Limited to the period of performance. Non-capital projects include Planning, Research, Monitoring, Education, Enforcement, Maintenance, Preliminary Design, Assessments, Acquisition of Water Rights, and Studies.
 - 4) For capital projects: Limited to the 25 years after the end date of this agreement. Capital projects include Development and Renovation (construction and/or renovation), and completed final designs.
- C. **Liability Limits.** Any payment of a monetary judgment arising from a resolution or judgment under the Dispute Resolution section, or any other defense and/or indemnity obligation under this Agreement, Sponsor's long-term obligations, or a default of an explicit duty owed by the Tribe to the RCO under the terms of this Agreement, shall be limited by and to the following:
- 1) For Noncapital Projects (Planning, Research, Monitoring, Education, Enforcement, Maintenance, Preliminary Design, Assessments, Acquisition of Water Rights, and Studies.): The RCO grant amount.
 - 2) For Restoration, Development (construction/renovation), Renovation, Acquisition, and completed final design projects: a per occurrence limit of \$1 million (with a maximum aggregate limit of \$3 million), or the grant amount, whichever greater, or in the case of a long-term obligation the cost of conversion or replacement property based on the current fair market value of a replacement property or an equivalent amount if the

Sponsor has not obtained or is unable to obtain replacement property.

- D. In disputes between the parties, each party shall bear its own attorneys' fees and costs. Attorneys' fees and costs in connection with third party claims subject to the Sponsor's indemnification of RCO shall not reduce or otherwise affect the Sponsor's liability limits in subsection C above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF AGREEMENT

This is the end of the agreement.



AGENDA ITEM SUMMARY

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

39
3/2/21

Department: Health and Human Services

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** March 2, 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 RFP Opening |

Documents exempt from public disclosure attached: ☐

Executive summary:

Request for proposal opening regarding "Homelessness Program Funding Proposals 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?** ☐

Funds are in the HHS 2021 budget

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

Open and release proposals to HHS

County Official signature & print name:

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

Name of Employee/Stakeholder attending meeting: Jennifer Oppelt and Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: 2/24/2021

* 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)

4a
3/2/21

Department: Human Resources

WORK SESSION ☒ Meeting Date: 2/22/2021

REGULAR AGENDA ☒ Meeting Date: 3/2/2021

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 |

Documents exempt from public disclosure attached: ☐

Executive summary:

Human Resources has a \$100 petty cash fund that is no longer utilized.

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?)
Please authorize the closure of the Human Resources Petty Cash Fund.

County Official signature & print name:  Rich Sill

Name of Employee/Stakeholder attending meeting: Rich Sill

Relevant Departments: Human Resources

Date submitted: 2/11/2021

* 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)



RESOLUTION _____, 2021

CLOSING HUMAN RESOURCES PETTY CASH FUND

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Human Resources petty cash fund has not been used in approximately 4 years.
2. The Human Resources office has a petty cash fund in the amount of \$100 that is no longer necessary and requests to have this fund terminated.

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

1. Close the Human Resources petty cash fund with the \$100 balance to be returned to the Treasurer.

PASSED AND ADOPTED this second day of March 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach



AGENDA ITEM SUMMARY

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

4b
3/2/21

Department: I.T.

WORK SESSION ☒ Meeting Date: 2/22/21

REGULAR AGENDA ☒ Meeting Date: 3/2/21

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:

Information Technology no longer requires a Petty Fund and requests to terminate the fund and return \$100 funds to Treasurer.

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?)

Adopt attached resolution and close fund.

County Official signature & print name: _____

Mark Doten, I.T. Director

Name of Employee/Stakeholder attending meeting: Tess Teel

Relevant Departments: _____

Date submitted: 2/9/21

* 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)



RESOLUTION _____, 2021

CLOSING THE INFORMATION TECHNOLOGY PETTY CASH FUND

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Information Technology Department has a petty cash fund in the amount of \$100 that is no longer necessary and requests to have this fund terminated.

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

1. Close the Information Technology petty cash fund with the \$100 balance to be returned to the Treasurer

PASSED AND ADOPTED this _____ day of _____, 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach



AGENDA ITEM SUMMARY

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

4C
3/2/21

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 2/22/2021

REGULAR AGENDA ☒ **Meeting Date:** 3/02/2021

Required Originals Approved and Attached? ☒
Will Be Provided On:

Item Summary:*

☐ Call for Hearing

☒ Resolution

☐ Draft Ordinance

☐ Contract/Agreement/MOU**

☐ Proclamation

☐ Final Ordinance

Contract #

☐ Budget Item

☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

This resolution approves financial support for the Coastal Counties Caucus in the amount of \$2,500 in order to fund coordination, program and advocacy efforts associated with coastal, marine and Puget Sound recovery activities for the year 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?** ☐

These funds are already included in the 2021 Adopted Budget.

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

Please review and approve.

County Official signature & print name: Debi Cook 

Name of Employee attending meeting: Debi Cook

Relevant Departments: BOCC, Finance

Date Submitted: 2/11/2021

* 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)



RESOLUTION _____, 2021

FINANCIAL SUPPORT FOR THE COASTAL COUNTIES ASSESSMENT
IN THE AMOUNT OF \$2,500 FOR THE YEAR OF 2021

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Washington State Association of Counties (WSAC) created the Coastal Counties Caucus, comprised of 14 counties bordering Puget Sound, Strait of Juan de Fuca, and the Pacific Ocean shortly before the creation of the Puget Sound Partnership. The Caucus created a forum for Counties to interact, engage and recommend WSAC positions on issues relating to the waters of Puget Sound, Hood Canal and the Pacific Ocean.
2. Starting in late 2016 the 14 Coastal Counties decided to self-assess a voluntarily contribution of \$2,500 per county.
3. The Washington State Association of Coastal Counties Caucus is proposing a special dues assessment for 14 Coastal Counties to fund coordination, program and advocacy efforts associated with coastal, marine, and Puget Sound recovery activities. The proposed annual dues assessment is \$2,500 per county for the year 2021.

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

1. Financially supports the Coastal Counties Caucus Assessment of \$2,500 to fund coordination, program and advocacy efforts associated with coastal, marine, and Puget Sound recovery activities for the year 2021.

PASSED AND ADOPTED this 2nd day of March, 2021.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Bill Peach