



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, March 1, 2022 – 9:00 a.m.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation and the recommendation of the Clallam County Health Officer, the Board of Commissioners meetings will be virtual only. The Board of Commissioners strongly encourages public comments to be submitted in writing.

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 Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

If you would like to participate in the meeting via Zoom video conference, visit <https://zoom.us/j/8755617844> and use meeting ID: 875 561 7844 and passcode: 12345

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

PUBLIC COMMENT – Please limit comments to three minutes (10 minutes total)

CONSENT AGENDA – Any Commissioner may remove items for discussion

1a. Approval of vouchers for the week of February 21

Approval of vouchers 

1b. Approval of minutes for the week of February 21

Approval of minutes 

1c. Proclamation recognizing March as Developmental Disability Awareness Month

Proclamation 

1d. Proclamation recognizing March as American Red Cross Month

Proclamation 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Agreement with Olympic Peninsula Visitor Bureau to promote year-round tourism

Agreement 

- 2b. Memorandum of Understanding with City of Forks for additional funding for their waste water treatment facility

Memorandum of Understanding 

- 2c. Interlocal Agreement with Jamestown S'Klallam Indian Tribe to provide law enforcement and mutual aid services

Agreement 

- 2d. Agreement with Washington State Parks and Recreation Commission for recreation boating enforcement and education

Agreement 

- 2e. Agreement with Washington State Department of Ecology for furthering management of solid waste

Agreement 

PUBLIC WORKS

- 3a. Resolution to initiate a county road project as designated as CRP C1259, Traffic Control Devices

Resolution 

HEARING(S) – Beginning at 10:30 a.m.

- H1. Ordinance amending Clallam County Code Title 33.50 Zoning (Accessory Housing)

Ordinance 

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 February 28 - March 4:

Monday, February 28:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual COVID Update

Tuesday, March 1:

10:00 a.m. Board Meeting

10:30 a.m. Hearing(s) - See Agenda

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.



1u
3/1/22

Date of report: February 23, 2022

General	\$203,532.58
Other	\$376,988.67
Total	\$580,521.25

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 _____ 2022.

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 (County Administrator)

Weekly Expenditures

February 21 - 25, 2022

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	Assessor	358.28			
00100.221	Auditor	930.73			
00100.241/291	Commissioners (BOCC)	2,661.75			
19914.291	BOCC - Veterans Relief		1,528.08		
19941.291	BOCC - Opportunity Fund		10,000.00		
19961.291	BOCC - American Rescue Plan Act		15,022.88		
00100.331-334	Dept. of Community Develop't (DCD)	3,342.68			
30301.331	DCD - Lower Dungeness Floodplain		95,355.84		
11301.511	Health & Human Services (HHS)		32,122.29		
00100.511	HHS - Environmental Health	12.17			
11331.511	HHS - Developmental Disabilities		103,853.00		
00100.461	Human Resources (HR)	2,665.28			
50401.461	HR - Risk Management		2,358.47		
50501.461	HR - Workers Compensation		1,536.69		
00100.411	Information Technology (IT)	781.21			
00100.851	Juvenile Services	2,041.48			
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		262.08		
00100.911/912	Parks Fair Facilities (PFF)	107,699.75			
30101.911	PFF - REET 1 (Real Estate Excise Tax)		3,258.64		
00100.841-843	Prosecuting Attorney	7,352.66			
	Public Works (PW)				
10101.611	PW - Roads		56,801.94		
50301.611	PW - ER&R (Equip't Rental & Revolving)		52,267.83		
00100.811-815,817	Sheriff	8,397.54		92.54	
00100.816	Sheriff - Jail Medical	2,095.86			
11003.811	Sheriff - Boating Safety		48.13		
11008.811	Sheriff - OPNET Drug		57.20		
11065.811	Sheriff - OPSCAN Operations		1,278.16		
11080.811	Sheriff - Inmate Commissary		167.68		14.76
00100.861	Superior Court	24,825.06			
00100.861	Superior Court Jury	1,229.73			
12905.861	Superior Court - Dispute Resolution		555.00		
12911.861	Superior Court - Courthouse Facilitator		500.00		
00100.891	Superior Court Clerk	37,304.79			
00100.231	Treasurer	50.02			
00100.931	WSU Extension	1,691.05			
Total		203,440.04	376,973.91	92.54	14.76

Report Reconciliation		Totals			
Total	580,413.95	General Fund	203,532.58		
Final Check Lists	580,413.95	Other	376,988.67		
Difference	-	Total	580,521.25	Use Tax	107.30

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
3/1/2022	MODERN MARKETING	MMI144474	jkoon	1,051.55	92.54	1,051.55
3/1/2022	SWANSONS SERVICES CORP.	1539577	jkoon	64.63	5.69	64.63
3/1/2022	SWANSONS SERVICES CORP.	1544703	jkoon	63.42	5.58	63.42
3/1/2022	SWANSONS SERVICES CORP.	1554644	jkoon	39.63	3.49	39.63
Totals:				1,219.23	107.30	1,219.23

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0001179	PACIFIC OFFICE EQUIPMENT	1096664	2/16/2022	PERSONAL PROPERTY LISTING	247.73	247.73
3/1/2022	0021386	STAPLES ADVANTAGE	8065073508	2/16/2022	REPLACEMENT LAMINATOR /	110.55	110.55
Sub total for U S BANK:							358.28

0 *
580,413.95 *
1,691.05 +
1,528.08 +
50.02 +
25,880.06 +
1,229.73 +
37,304.79 +
2,095.86 +
9,948.71 +
56,801.94 +
52,267.83 +
7,352.66 +
110,958.39 +
262.08 +
2,041.48 +
781.21 +
6,560.44 +
135,987.46 +
98,698.52 +
27,684.63 +
930.73 +
358.28 +
0 *

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	3/1/2022	0000152	BALLOT & BUSINESS FORMS,6167	2/15/2022	VOTER REGISTRATION CARI	713.73	713.73
	3/1/2022	0046389	QUALITY TINTING & GLASS D 120587	2/9/2022	INSTALLED WRAPP ON OUTS	217.00	217.00
Sub total for U S BANK:							930.73

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0000842	IMAGINE IT FRAMED	29244	2/17/2022	SUE WALDRIP 16 YRS, ROSS	196.82	196.82
3/1/2022	0001113	OFFICE DEPOT, INC	225532236001	2/17/2022	PAPER, FLAGS POST ITS, FIL	91.79	
			221565185001	2/17/2022	PAPER, TAPE	61.40	
			225529482001	2/17/2022	KEYBOARD	42.42	
			225532236002	2/17/2022	FILE FOLDERS	19.32	214.93
3/1/2022	0001300	PUBLIC UTILITY DISTRICT	14416	2/17/2022	ARPA CONTRACTT #19961.21	15,022.88	15,022.88
3/1/2022	0036677	SOUND LAW CENTER	2698	2/17/2022	CUP2021-00004	2,250.00	2,250.00
3/1/2022	0041495	CTR FOR INCL ENTREPRENECIE 2/2022		2/17/2022	RURAL ENTREPRENEURSHIF	10,000.00	10,000.00
Sub total for U S BANK:							27,684.63

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0000270	CAPTAIN TS	38914	11/12/2021	CE UNIFORMS SAGER	320.39	320.39
3/1/2022	0000546	EXPRESS SERVICES, INC	26707725	2/2/2022	CE BURKHARDT 5.5 HRS 1-30	206.53	206.53
3/1/2022	0001113	OFFICE DEPOT, INC	227401830001	2/9/2022	BD CE OFFICE SUPPLIES	92.60	92.60
3/1/2022	0001140	OLYMPIC PRINTERS INC	29531	2/9/2022	CE OPERATING SUPPLIES	76.16	76.16
3/1/2022	0026957	LEITZ FARMS INC	REF 2-2-22	2/14/2022	REFUND ECL2022-04	400.00	400.00
3/1/2022	0036092	AQUA TERRA CULTURAL, RES	CA-04-21-005	12/9/2021	G146 TASK 2 NOV 27-DEC 31	9,352.77	9,352.77
3/1/2022	0036994	SHANNON & WILSON INC	127874	2/11/2022	G146 TASK 12/5/21-1/15/22 PI	86,003.07	86,003.07
3/1/2022	0044211	PORT ANGELES FOOD BANK	REF 11-3-21	2/11/2022	REFUND BPT2021-996 DUP P.	2,247.00	2,247.00
Sub total for U S BANK:							98,698.52

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0001113	OFFICE DEPOT, INC	219403067002	1/27/2022	EHADMIN-OFFICE SUPPLIES	12.17	12.17
3/1/2022	0000296	CENTURYLINK	CL 2-6-22	2/6/2022	HOPS - FORKS OFFICE PHON	294.72	294.72
3/1/2022	0022148	CENTURYLINK BUSINESS SE277311770		1/24/2022	HOPS - FORKS OFFICE 1-800	7.68	7.68
3/1/2022	0043502	DYNAMIC SALES & SERVICES89493		12/30/2021	HOPS - EQUIPMENT RELOCA	3,265.23	3,265.23
3/1/2022	0000546	EXPRESS SERVICES, INC	26707734	2/2/2022	HOPS - EXTRA HELP EMPLO	2,150.66	2,150.66
3/1/2022	0000599	FORKS OUTFITTERS	FO 1-31-22	1/31/2022	HOPS - OFFICE SUPPLIES	15.16	15.16
3/1/2022	0041614	MCLANE, KARISSA	KM BT 1-31-22	1/31/2022	HOPS - BUSINESS MILAGE 1/	65.52	65.52
3/1/2022	0037042	OFFICE DEPOT	218854450002	1/27/2022	HOPS - OFFICE SUPPLIES	80.27	80.27
3/1/2022	0001433	SERENITY HOUSE OF CLALLA3960		2/11/2022	HOPS - RESTROOM/SHOWEF	21,250.00	21,250.00
3/1/2022	0028699	SOUND PUBLISHING INC	PDN947223	1/30/2022	HOPS - BOARD OF HEALTH P	48.98	48.98
3/1/2022	0001508	STERICYCLE, INC	3005884109	1/31/2022	HOPS - SYRINGE DISPOSAL	128.10	
			3005874176	1/24/2022	HOPS - SYRINGE DISPOSAL	109.90	238.00
3/1/2022	0001641	VERIZON WIRELESS	9898373340	1/28/2022	HOPS - J OPPELT CELL PHON	417.27	
			9897954310	1/23/2022	HOPS - WIC PROGRAM 1 CEI	169.78	
			9898373342	1/28/2022	HOPS - COVID 19 CELL PHON	146.75	
			9898373341	1/28/2022	HOPS - H KENOYER CELL PH	132.27	866.07
3/1/2022	0001812	WSALPHO	GD2022-05	2/15/2022	HOPS - 2022 MEMBERSHIP D	3,840.00	3,840.00
3/1/2022	0001462	CLALLAM MOSAIC	1331-22-CMP29	2/10/2022	DDD-JANUARY 2022 PARENT	1,000.00	1,000.00
3/1/2022	0000396	CONCERNED CITIZENS	STATE-01/22	2/10/2022	DDD-JANUARY 2022 STATE C	25,692.75	25,692.75
3/1/2022	0000577	FIRST STEP FAMILY SUPPOR	11331-22-FSSPF	2/9/2022	DDD-SUPPORTED PARENTIN	1,760.00	1,760.00
3/1/2022	0001017	MORNINGSIDE INC	STATE-01/22	2/14/2022	DDD-JANUARY 2022 STATE C	41,927.75	
			SSD-1/22	2/11/2022	DDD-SSD JANUARY 2022	720.00	
			PASD-01/22	2/11/2022	DDD-PASD JANUARY 2022	60.00	42,707.75
3/1/2022	0017530	PIERCE JONES & ASSOCIATE	STATE-01/22	2/9/2022	DDD-JANUARY 2022 STATE C	32,130.00	32,130.00
3/1/2022	0001685	W.I.S.E	9511	2/9/2022	DDD-TECHNICAL ASSISTANC	562.50	562.50
Sub total for U S BANK:							135,987.46

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0001179	PACIFIC OFFICE EQUIPMENT	1086013	2/16/2022	INVOICE 1086013	1,152.52	
			1087263	2/16/2022	INVOICE 1087263	384.17	1,536.69
3/1/2022	0020140	J J KELLER & ASSOCIATES INC	9106706048	2/16/2022	INVOICE 9106706048	662.59	662.59
3/1/2022	0020849	U S BANK	55329554	2/16/2022	INVOICE 55329554	548.93	
			55559655	2/16/2022	INVOICE 55559655	544.91	
			55748237	2/16/2022	INVOICE 55748237	544.04	
			56009784	2/16/2022	INVOICE 56009784	224.81	
			114-0681657-231	2/16/2022	114-0681657-2394628	156.54	
			258130216	2/16/2022	258130216	26.95	
			4177	2/16/2022	INVOICE 4177	25.00	
			3994	2/16/2022	INVOICE 3994	25.00	
			25814469	2/16/2022	25814469	24.95	
			258204325	2/16/2022	258204325	24.95	
			258203038	2/16/2022	258203038	24.95	
			258126720	2/16/2022	258126720	19.95	
			258727243	2/16/2022	258727243	19.95	
			260535423	2/16/2022	260535423	19.95	
			258727242	2/16/2022	258727242	14.95	
			258126721	2/16/2022	258126721	14.95	
			258207887	2/16/2022	258207887	14.95	
			260618933	2/16/2022	260618933	14.95	2,290.68
3/1/2022	0035753	LOOMIS ARMORED US, LLC	12951263	2/16/2022	INVOICE 12951263	888.61	
			12933608	2/16/2022	INVOICE 1293608	842.90	1,731.51
3/1/2022	0037692	SEBRIS BUSTO JAMES	76320	2/16/2022	INVOICE 76320	140.00	140.00
3/1/2022	0039492	MASON, DAWN	21022	2/16/2022	INVOICE 21022	120.00	120.00
3/1/2022	0043159	MAJOR, JESSE	JM 2-15-22	2/16/2022	CELL PHONE-PUBLIC RECOR	78.97	78.97
Sub total for U S BANK:							6,560.44

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
9889749	3/1/2022	0020849 U S BANK	11175428849854	2/17/2022	IT20220113 - OFC SUPPLIES	183.22	
			BI46827343	2/17/2022	IT20220120 - SOFTWARE, SY:	162.11	
			B1388609015	2/17/2022	SHER20220117 - HIGH SPEED	144.86	
			111-4254736-13	2/17/2022	IT20220113A - OFFICE SUPPL	75.42	
			222-8090936-67	2/17/2022	IT20220119 - OFC SUPPLIES	72.10	
			111-9777444-30	2/17/2022	IT20220119 - OFC SUPPLIES	59.83	
			111-3742827-42	2/17/2022	IT20220113A - OFC SUPPLIES	48.91	
			111-1856117-72	2/17/2022	IT20220209A - OFC SUPPLIES	34.76	781.21
Sub total for U S BANK:							781.21

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02/22/2022 1:08:39PM

Final Check List
CLALLAM COUNTY

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0000628	GALLS LLC	020318375	1/28/2022	UNIFORMS & CLOTHING	109.77	109.77
3/1/2022	0001547	SYSCO FOOD SERVICES OF	455089241	2/9/2022	DET FOOD	70.74	70.74
3/1/2022	0017787	DAIRY FRESH FARMS INC	8182204011	2/9/2022	DET FOOD	70.06	70.06
3/1/2022	0041147	AMERIGAS PROPANE LP	3132750687	2/9/2022	UTILITIES	1,790.91	1,790.91
Sub total for U S BANK:							2,041.48

apChkLst
02/22/2022 3:10:50PM

Final Check List
CLALLAM COUNTY

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Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0000329	CO-OP FARM AND GARDEN, T62602		3/1/2022	RAINBARRELS-4 RDS	152.71	152.71
3/1/2022	0000933	LUCERO, CATHLEEN	Lucero2022 2-1	3/1/2022	BATTERIES, PUMP, CHARGEI	36.41	36.41
3/1/2022	0001540	SWAIN'S GENERAL STORE IN 296177		3/1/2022	LOCKS, CONCRETE, CHAIN, I	72.96	72.96
Sub total for U S BANK:							262.08

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0000034	AIR FLO HEATING CO	71424552	2/17/2022	CH HVAC SYSTEM CHECK UP	3,392.38	
			71384365	2/17/2022	VET HVAC CHECK UP PER PF	2,896.26	6,288.64
3/1/2022	0000091	ANGELES MILLWORKS & LUM	304551	2/17/2022	SC PLYWOOD FOR RESTROCK	84.86	
			304629	2/17/2022	CB MISC FASTENERS	6.14	
			304552	2/17/2022	SC NAILS FOR RESTROOM R	4.82	95.82
3/1/2022	0000172	BAXTER A/P OFFICE	25714	2/17/2022	SMPK AIR FILTERS SPARK PL	88.20	88.20
3/1/2022	0000290	CED/STUSSER - SEATTLE	5948-1015784	2/17/2022	DRA FLOURESCENT AMPS	104.45	
			5948-1015564	2/17/2022	CH SCEWDRIERS	66.14	170.59
3/1/2022	0000359	CLALLAM COUNTY PUBLIC W	1480 1/22	2/17/2022	CB JAN SEWER	56.50	56.50
3/1/2022	0000360	CLALLAM COUNTY ER&R	2022.019E	2/17/2022	PFF Q1 2022 ERR	30,322.50	30,322.50
3/1/2022	0000374	CLEANTECH CARPET CARE	261	2/17/2022	CH CARPET/UPHOLSTERY C	1,547.00	1,547.00
3/1/2022	0000546	EXPRESS SERVICES, INC	26707727	2/17/2022	CH COVID WK END 1/30/22 M	3,844.80	
			26747619	2/17/2022	CH COVID WK END 2/6/22 M	3,802.91	
			2677011	2/17/2022	CH COVID WK END 2/13/22 M	3,623.36	11,271.07
3/1/2022	0000547	FAIR PUBLISHING HOUSE INC	82524-01	2/17/2022	FG 2022 FAIR RIBBONS	3,098.24	3,098.24
3/1/2022	0000677	GRAINGER INC	9164510415	2/17/2022	CH DIAPHRAGM PUMP	210.01	
			9210659364	2/17/2022	CH LITHIUM BATTERY	73.94	283.95
3/1/2022	0000714	HARTNAGEL BLDG SUPPLY IN	832171	2/17/2022	CB CARRIAGE BOLT NUT WA	18.42	18.42
3/1/2022	0000917	LINCOLN INDUSTRIAL CORP	10160466	2/17/2022	CH ANGLE STEELE	28.94	28.94
3/1/2022	0001156	OLYPEN INC	220210-0014	2/17/2022	DRA DSL INTERNET	18.00	18.00
3/1/2022	0001198	PART WORKS INC, THE	INV76857	2/17/2022	CH TOILET SEAT COVERS ST	736.73	
			inv770022	2/17/2022	CB RESTROOM PIANO HINGE	445.53	
			INV76892	2/17/2022	CH PLUMBING SUPPLIES	34.12	1,216.38
3/1/2022	0001252	PORT ANGELES, CITY OF	63871-98716 1/2	2/17/2022	CH JAN UTIL & TRASH	22,653.07	
			63871-147906 1/2	2/17/2022	CH JAN UTIL	3,226.92	
			60327-89776 1/2	2/17/2022	3RD ST JAN UTIL & TRASH	1,067.38	26,947.37
3/1/2022	0001253	PORT ANGELES SOLID WAST	1012780	2/17/2022	SMPK DUMP FEE	15.52	
			1013544	2/17/2022	SC DUMP FEE	11.64	27.16
3/1/2022	0001300	PUBLIC UTILITY DISTRICT	43120 1/22	2/17/2022	RH JAN ELECT	362.19	362.19
3/1/2022	0001420	SECURITY SERVICES NW INC	120705	2/17/2022	3RD ST ONSITE SECURITY FI	1,520.00	
			120626	2/17/2022	3RD ST ONSITE SECURITY FI	1,140.00	2,660.00
3/1/2022	0001540	SWAIN'S GENERAL STORE IN	296031	2/17/2022	DRA WORK PANT J GRAHAM	188.01	
			29601	2/17/2022	M (2) WORK PANT T BLAINE	108.52	
			296171	2/17/2022	CH NIGHT LIGHT TRIPLE OUT	26.05	322.58

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0001577	TK ELEVATOR	2021-2-1182989	2/17/2022	2011FAC JAIL ELEVATOR REF	3,258.64	3,258.64
3/1/2022	0001577	TK ELEVATOR	5001746444	2/17/2022	CH ELEVATOR MAINTENANCE	1,658.11	1,658.11
3/1/2022	0002241	KNIGHT FIRE PROTECTION, INC.	1173375	2/17/2022	JUV ANNUAL TEST FIRE SPRINKLER	1,246.60	
			73374	2/17/2022	CH ANNUAL TEST FIRE SPRINKLER	941.12	
			73382	2/17/2022	CH 5 BACKFLOW PREVENT VALVE	364.48	2,552.20
3/1/2022	0003431	HI-TECH SECURITY, INC.	65120	2/17/2022	CH JAIL COMMERCIAL FIRE ALARM	2,300.00	
			65161	2/17/2022	JUV COMMERCIAL FIRE ALARM	885.00	3,185.00
3/1/2022	0004211	CENTURYLINK	36068358474451	2/17/2022	DRA JAN TELEPHONE & INTERNET	133.82	133.82
3/1/2022	0004211	CENTURYLINK	3609283540 820	2/17/2022	CDJ JAN TELEPHONE	92.59	92.59
3/1/2022	0004211	CENTURYLINK	36092834415931	2/17/2022	SC JAN TELEPHONE	70.64	70.64
3/1/2022	0020849	U S BANK	Standup Desk 98	2/17/2022	ADM STANDUP DESK	224.24	
			Sequim Fair 22 k	2/17/2022	FG FAIR 2022 BANNER	180.00	
			amaz 3876233	2/17/2022	CDJ CHLORINE POWDER PIL	111.66	
			Viasat52406679-	2/17/2022	CDJ JAN SATELLITE INTERNET	95.65	
			Viasat51030945-	2/17/2022	SC JANUARY SATELLITE INTERNET	70.64	
			amaz 4803455	2/17/2022	CDJ POTASSIUM CHLORIDE	52.58	
			amaz 8121002	2/17/2022	ADM BINDER DIVIDERS	12.96	747.73
3/1/2022	0035592	CAMPLIFE INC	12079510	2/17/2022	DRA SC JAN ONLINE RESERVATION	10,246.00	10,246.00
3/1/2022	0036323	BUCK'S NORTHWEST LANDSCAPE	2739	2/17/2022	CH LANDSCAPE MAINTENANCE	598.40	598.40
3/1/2022	0037042	OFFICE DEPOT	227311430001	2/17/2022	ADM COPY PAPER DIVIDERS	231.48	231.48
3/1/2022	0038174	COASTAL FARM & RANCH	1913	2/17/2022	SC PURPLE POWER SILICON	75.62	75.62
3/1/2022	0041504	IML SECURITY SUPPLY	3125555	2/17/2022	CH SINGLE CYLINDER DEADBOLT	136.31	136.31
3/1/2022	0041605	HOME DEPOT PRO	668779788	2/17/2022	SMPK COVID LINERS BATH TUB	527.07	
			668068760	2/17/2022	CH COVID NITRILE GLOVES	362.74	
			666164934	2/17/2022	DRA 42 GAL WASTE CONTAINER	194.70	
			658348867	2/17/2022	CH DUST MAGNET SHEETS L	71.20	
			658833819	2/17/2022	JUV BATH TISSUE	66.19	1,221.90
3/1/2022	0046329	NW GUTTER PROS	2/1/22 RH	2/17/2022	RH RESIDENCE GUTTERS &	1,926.40	1,926.40
Sub total for U S BANK:							110,958.39

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	3/1/2022	0000546	EXPRESS SERVICES, INC	26707747	2/16/2022	EXPRESS SERVICES	1,284.64	1,284.64
	3/1/2022	0001179	PACIFIC OFFICE EQUIPMENT	1096443	2/16/2022	POE / OFFICE SUPPLIES	234.14	
				1095421	2/16/2022	POE CONTRACT	176.62	
				1095422	2/16/2022	POE CONTRACT	149.43	
				1095423	2/16/2022	POE CONTRACT	147.35	
				1095170	2/16/2022	POE SERVICES	136.00	
				1095420	2/16/2022	POE CONTRACT	33.95	877.49
	3/1/2022	0001641	VERIZON WIRELESS	9893536601X2	2/16/2022	VERIZON	105.12	105.12
	3/1/2022	0020849	U S BANK	845625703	2/16/2022	WESTLAW	3,467.34	
				1234-5747	2/16/2022	TRAINING REGISTRATION	450.00	
				845713166	2/16/2022	WESTLAW	398.23	
				8621818	2/16/2022	OFFICE SUPPLIES	179.51	
				3622842	2/16/2022	HOTEL DEPOSIT	150.82	
				3475479	2/16/2022	OFFICE SUPPLIES	121.91	
				2635439	2/16/2022	OFFICE SUPPLIES	78.57	
				0846636	2/16/2022	OFFICE SUPPLIES	69.75	
				1425830	2/16/2022	OFFICE SUPPLIES	58.12	
			STANLEY2/17/2	2/16/2022	TRAINING REGISTRATION	35.00		
				9756253	2/16/2022	OFFICE SUPPLIES	32.82	
				1995-9171	2/16/2022	CERTIFIED COPIES	30.00	
				4011419	2/16/2022	OFFICE SUPPLIES	13.34	5,085.41
Sub total for U S BANK:							7,352.66	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0000099	A-1 AUTO PARTS	1364935	2/7/2022	White Primer, activator - Sq 748	219.10	
			1364936	2/7/2022	Fenders - SQ 748	213.23	
			1365365	2/10/2022	Optronics, conn., LED lighting -	152.35	584.68
3/1/2022	0000172	BAXTER A/P OFFICE	15663-15637	2/14/2022	Mercon LV ATF - PA S324	130.43	
			15663-15683	2/15/2022	Hyd. filter, air filter - PA 1036	51.51	
			15663-15389	2/10/2022	Air filter - PA 150	40.97	222.91
3/1/2022	0000299	CERTIFIED LABORATORIES	7669783	2/1/2022	Pro-brite, cut-thru aerosol - SQ	1,121.99	1,121.99
3/1/2022	0000354	CLALLAM COUNTY SEWER DIST	2022.001CBS	2/11/2022	4th Qtr '21/1st Qtr '22 ShopRen	900.00	900.00
3/1/2022	0000555	FASTENAL COMPANY	WAPOR86991	2/3/2022	Brake Clnr, Disp. gloves - PA	185.48	185.48
3/1/2022	0000848	PAPE KENWORTH NORTHWEST	10956943	11/29/2021	Chambers, chamber-brake - PA	515.70	
			10971743	12/7/2021	D27-1016-0160P & alternatr-PA	414.06	
			10979428	12/10/2021	Chamber-brakes - PA Stores	220.54	
			11085098	2/14/2022	Sensors, Pres & temp - SQ 401	194.38	
			11082569	2/11/2022	Sensor, temp - SQ 243	46.98	1,391.66
3/1/2022	0001187	PAPE MACHINERY INC	13292445	2/8/2022	DEF tank HEA - SQ 453	1,919.11	1,919.11
3/1/2022	0001252	PORT ANGELES, CITY OF	154358/0208202	2/8/2022	Utility charges - PA	3,620.76	3,620.76
3/1/2022	0001255	PRICE FORD LINCOLN MERCURY	5042148	2/17/2022	O ring; kit, compress.asy - PA S	582.91	
			5042137	2/16/2022	XT 10 QLVC auto. tran. oil-PA S	531.38	
			5041331	12/17/2021	Spark plugs, boot-ign. wires - P.	137.48	
			5041734	1/19/2022	Window shad. kit - PA 150	68.32	1,320.09
3/1/2022	0001378	RUDELLE AUTO MALL	183493	2/14/2022	Mirror - PA	459.41	459.41
3/1/2022	0001540	SWAIN'S GENERAL STORE IN	295944	2/10/2022	Fresh cab - PA	65.18	65.18
3/1/2022	0001551	TACOMA SCREW PRODUCTS	140032775-00	2/15/2022	Masterlock 1KALJ & 1KA to key	608.97	
			100075917-00	2/15/2022	S.pin anchor shackles, scr.brus	195.14	
			100075918-00	2/15/2022	Blk. vinyl elect. tape - PA	41.95	846.06
3/1/2022	0001641	VERIZON WIRELESS	9898968900	2/7/2022	Fuel communications - Fuel Site	280.54	280.54
3/1/2022	0004211	CENTURYLINK	4766812B/02052	2/5/2022	Phone service 812B - CH 20-FI	86.55	86.55
3/1/2022	0017663	ARAMARK UNIFORM SVCS IN	512000249576	2/10/2022	Laundry services - SQ	16.32	
			512000252110	2/15/2022	Laundry services - PA	16.32	
			512000249539	2/10/2022	Laundry services - WE	16.28	48.92
3/1/2022	0018831	APPLIED INDUSTRIAL TECHN	7023512576	2/10/2022	Dynaquip controls - PA 233	424.42	424.42
3/1/2022	0021386	STAPLES ADVANTAGE	7350101609-1	2/10/2022	Facial tissue, Expo fine 4ct - PA	58.23	58.23

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0022435	RACE STREET AUTO PARTS	573120	2/10/2022	PS RS gasket maker 7 - PA	124.00	
			572543	2/7/2022	Oil and air filters - SQ 401	115.02	
			573505	2/14/2022	Oil & air filteres - PA Stores	114.95	
			572592	2/7/2022	Oil/fuel filters;w.blades;w.fld- SC	80.86	
			573933	2/16/2022	Belt-alternator - PA 1037	65.91	
			573203	2/11/2022	Air, fuel, oil, & hydrulic filters FG	64.17	
			573150	2/10/2022	Wheel bearings - PA 2325	49.26	
			573757	2/15/2022	Valve cover gasket set - PA 103	46.17	
			573603	2/14/2022	Air & oil filters - PA S324	16.79	677.13
3/1/2022	0023338	CENTRAL WELDING SUPPLY	PT140707	2/2/2022	Aragon, etc. - PA	158.23	158.23
3/1/2022	0036423	TEC EQUIPMENT INC	745318K & CM	2/7/2022	FF/WS spin, FF/WS cart - PA S	639.18	
			745318KX1	2/14/2022	600249 - PA Stores	124.20	763.38
3/1/2022	0040272	MATT'S TOOLS USA LLC	123866	2/15/2022	MIL785 T-style - PA	119.85	119.85
3/1/2022	0042872	PROPANE NORTHWEST	1506261936	2/10/2022	Propane delivery - SQ	503.97	503.97
3/1/2022	0043469	PETROCARD	437702-IN	2/3/2022	Diesel fuel purchases - PA	17,598.62	
			438431-IN	2/8/2022	Diesel & Unleaded fuel purchas	9,843.99	
			438038-IN	2/8/2022	Diesel fuel purchases - PA	7,061.03	
			437576-IN	2/2/2022	Bulk oil purchase: 15w40 - SQ	1,493.01	
			197329-IN	2/16/2022	Shell Gadus S2 V460A 2 - PA	512.63	36,509.28
Sub total for U S BANK:							52,267.83

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0000196	BILLS PLUMBING & SANIKAN	IS3648688	2/15/2022	02/22~03/22 SQ SHOP SANIKA	95.00	95.00
3/1/2022	0000360	CLALLAM COUNTY ER&R	2022.026E	2/11/2022	01/22 MONTHLY TRUCK REN	18,509.30	
			2022.025E	2/11/2022	12/21, 01/22 FACILITIES RENT	16,000.00	
			2022.024E	2/11/2022	01/22 SIGNS USED FROM ER	2,551.81	
			2022.027E	2/11/2022	2022 Q1 RADIO EQUIPMENT I	681.00	
			2022.022E	2/11/2022	01/22 ER&R MECHANICS COS	132.00	
			2022.020E	2/11/2022	01/22 ITEMS FROM ER&R INV	53.80	37,927.91
3/1/2022	0000714	HARTNAGEL BLDG SUPPLY IN	369796	2/15/2022	MAINTENANCE SUPPLIES - S	1,979.03	1,979.03
3/1/2022	0001156	OLYPEN INC	220209-0126	2/9/2022	SQ SHOP INTERNET (INC UP	442.22	442.22
3/1/2022	0001187	PAPE MACHINERY INC	212720703	2/10/2022	RENTAL EXCAVATOR - PA	3,520.00	3,520.00
3/1/2022	0001551	TACOMA SCREW PRODUCTS	100078418-00	2/10/2022	MAINTENANCE SUPPLIES - P	78.07	78.07
3/1/2022	0001635	UTILITIES UNDERGROUND LC	2010247	1/31/2022	01/22 EXCAVATION NOTIFICA	250.26	250.26
3/1/2022	0001740	WSU EXTENSION OF CLALLA	122	2/15/2022	01/22 WEED MANAGEMENT F	6,961.70	6,961.70
3/1/2022	0002290	WSACE	GD2022-05	1/1/2022	2022 WSACE AND NACE DUE	4,317.00	4,317.00
3/1/2022	0004211	CENTURYLINK	6812667-020722	2/7/2022	360-681-2667 726B	192.25	
			6835282-020822	2/8/2022	360-683-5282 747B	127.65	319.90
3/1/2022	0017663	ARAMARK UNIFORM SVCS IN	512000252111	2/15/2022	LAUNDRY SERVICE - PA	16.32	16.32
3/1/2022	0021386	STAPLES ADVANTAGE	3500048425	2/12/2022	OFFICE SUPPLIES - ENGR	10.92	10.92
3/1/2022	0037241	STARK, JEFF	STARK11050979	2/16/2022	CDL PHYSICAL REIMBURSEM	175.00	175.00
3/1/2022	0038551	JJC RESOURCES LLC	2201069-IN	2/4/2022	MAINTENANCE SUPPLIES - P	708.61	708.61
Sub total for U S BANK:							56,801.94

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0000296	CENTURYLINK	406092135-Feb2	2/6/2022	DATA CONNECTION	1,236.58	1,236.58
3/1/2022	0000296	CENTURYLINK	300421654-Feb2	2/6/2022	TELEPHONE SERVICE	221.93	221.93
3/1/2022	0000354	CLALLAM COUNTY SEWER DI	1481-Feb22	2/10/2022	CLALLAM BAY/SEKIU SEWER	56.50	56.50
3/1/2022	0000360	CLALLAM COUNTY ER&R	2022.021E	2/11/2022	PARTS FOR BLUE IMPALA	156.32	
			2022.023E	2/11/2022	LABOR ON BLUE IMPALA	66.00	222.32
3/1/2022	0000546	EXPRESS SERVICES, INC	26707731	2/2/2022	CALL CENTER REPRESENTA	1,529.84	1,529.84
3/1/2022	0000628	GALLS LLC	020393008	2/8/2022	UNIFORM - HEINER	311.02	
			020341528	2/1/2022	UNIFORM - HEINER	206.94	
			020393009	2/2/2022	UNIFORM - CANNADY	133.27	
			020352240	2/2/2022	UNIFORM - CANNADY - ACAC	72.88	
			020393024	2/8/2022	UNIFORM - CANNADY	16.27	740.38
3/1/2022	0001136	OLYMPIC MEDICAL CENTER	460176-Feb22	2/8/2022	BLOOD DRAWS	113.50	113.50
3/1/2022	0001148	OLYMPIC SPRINGS INC	345055	1/6/2022	WATER	224.89	
			345413	1/20/2022	WATER	164.34	
			345737	1/31/2022	WATER COOLER RENT	43.30	432.53
3/1/2022	0001252	PORT ANGELES, CITY OF	82495-151160-F	2/8/2022	UTILITIES - FRONT ST	452.75	452.75
3/1/2022	0001298	PUBLIC UTILITY DISTRICT NO	14741000-Feb22	2/4/2022	OPSCAN TOWER 1/4/22 - 2/4	41.58	41.58
3/1/2022	0001300	PUBLIC UTILITY DISTRICT	88052-Feb22	2/11/2022	UTILITIES - KITFOX LN	48.13	
			138358-Feb22	2/10/2022	POLE CAMERA	8.82	56.95
3/1/2022	0001543	SWANSONS SERVICES CORP	1539577	12/23/2021	INDIGENT PACKS	64.63	
			1544703	1/6/2022	INDIGENT PACKS	63.42	
			1554644	2/3/2022	INDIGENT PACKS	39.63	167.68
3/1/2022	0016427	MCKESSON MEDICAL-SURGI	18914781	1/2/2022	NITRIL EXAM GLOVES XLG	343.59	343.59
3/1/2022	0029266	NI GOVERNMENT SERVICES	13156287-Feb22	2/1/2022	SATELLITE PHONE SERVICE	44.08	44.08
3/1/2022	0037042	OFFICE DEPOT	222275187001	2/1/2022	OFFICE SUPPLIES	125.87	
			222274848001	2/1/2022	OFFICE SUPPLIES	96.35	
			224985639001	2/9/2022	OFFICE SUPPLIES	48.38	
			223847507001	1/26/2022	OFFICE SUPPLIES	33.72	
			222117194001	2/1/2022	OFFICE SUPPLIES	32.84	
			222431261001	2/1/2022	OFFICE SUPPLIES	18.17	
			22275193001	2/1/2022	OFFICE SUPPLIES	11.71	
			222431275001	2/1/2022	OFFICE SUPPLIES	5.85	
			221670997001	2/3/2022	CREDIT MEMO	-77.45	295.44
3/1/2022	0043498	SOUND UNIFORM SOLUTIONS	202201SU149	1/21/2022	UNIFORM - BUNDY	556.51	556.51

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3/1/2022	0046339	PACIFIC NORTHWEST VETER	50339	1/25/2022	CARE OF RESCUED PUPPIES	2,385.00	2,385.00
3/1/2022	0046340	MODERN MARKETING	MMI144474	2/4/2022	CUSTOM MAGNET - CCSO C/	1,051.55	1,051.55
Sub total for U S BANK:							9,948.71

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0001136	OLYMPIC MEDICAL CENTER	OMC 2.17.22	2/17/2022	INMATE MEDICAL	1,906.50	1,906.50
3/1/2022	0001508	STERICYCLE, INC	3005903408	2/7/2022	BIOHAZARD WASTE SERVICE	53.43	
			3005886072	1/31/2022	BIOHAZARD WASTE SERVICE	10.36	63.79
3/1/2022	0004826	OLYMPIC MEDICAL PHYSICIAN	71228700780	2/17/2022	INMATE MEDICAL	60.51	
			71228670740	2/17/2022	INMATE MEDICAL	27.84	
			71228682020	2/17/2022	INMATE MEDICAL	27.84	
			71228700790	2/17/2022	INMATE MEDICAL	9.38	125.57
Sub total for U S BANK:							2,095.86

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0027983	HYLAND SOFTWARE INC	LE01-246787	2/16/2022	HYLAND MAINTENANCE MAY	31,901.17	31,901.17
3/1/2022	0046331	COX DOC #310986, JUSTIN	06-1-00507-3	2/16/2022	BLAKE LFO REFUND	631.96	
			06-1-00520-1	2/16/2022	BLAKE LFO REFUND	10.00	641.96
3/1/2022	0046332	ANDERSON, GENE	02-1-00392-2	2/16/2022	BLAKE LFO REFUND	1,610.00	1,610.00
3/1/2022	0046338	BOYD, BROOKLYN	14-1-00176-1	2/16/2022	BLAKE LFO REFUND	258.33	
			14-1-00211-3	2/16/2022	BLAKE LFO REFUND	228.33	486.66
3/1/2022	0046387	BURKE, TIM	05-1-00367-6	2/16/2022	BLAKE LFO REFUND	2,665.00	2,665.00
Sub total for U S BANK:							37,304.79

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0017958	FRY, NELLIE	SUPCT2225316	2/1/2022	JURY PAYMENT	32.60	32.60
3/1/2022	0024185	MILLAR, JOSHUA	SUPCT2223021	2/1/2022	JURY PAYMENT	106.50	106.50
3/1/2022	0025570	TREMLIN, BRYCE	SUPCT2249797	2/1/2022	JURY PAYMENT	18.72	18.72
3/1/2022	0026162	SOMMERFELD, KENT	SUPCT2247751	2/1/2022	JURY PAYMENT	11.64	11.64
3/1/2022	0030877	MCNABB, KATHY	SUPCT2202896	2/1/2022	JURY PAYMENT	26.50	26.50
3/1/2022	0037883	WICKHAMSHIRE, MARK	SUPCT2250065	2/1/2022	JURY PAYMENT	11.09	11.09
3/1/2022	0038570	HENRY, PATRICK	SUPCT2206219	2/1/2022	JURY PAYMENT	33.65	33.65
3/1/2022	0046344	HAMLIN, CORLYSS	SUPCT2216297	2/1/2022	JURY PAYMENT	25.30	25.30
3/1/2022	0046345	BAIN, JEREMY	SUPCT2248323	2/1/2022	JURY PAYMENT	18.72	18.72
3/1/2022	0046346	HAY, JOHANNAH LINDSE	SUPCT2241739	2/1/2022	JURY PAYMENT	11.09	11.09
3/1/2022	0046347	HEADRICK, JACK	SUPCT2246335	2/1/2022	JURY PAYMENT	29.62	29.62
3/1/2022	0046348	HODGDON, CAROLINE	SUPCT2248625	2/1/2022	JURY PAYMENT	12.18	12.18
3/1/2022	0046349	JARBOE, KIMBERLY	SUPCT2245753	2/1/2022	JURY PAYMENT	85.40	85.40
3/1/2022	0046350	JENKINS, KURT	SUPCT2247081	2/1/2022	JURY PAYMENT	15.45	15.45
3/1/2022	0046351	JOHNSON, ALEC	SUPCT2247673	2/1/2022	JURY PAYMENT	22.18	22.18
3/1/2022	0046352	KORBY, REBECCA	SUPCT2211734	2/1/2022	JURY PAYMENT	26.50	26.50
3/1/2022	0046353	KUMPULA, DEBORAH	SUPCT2223401	2/1/2022	JURY PAYMENT	55.65	55.65
3/1/2022	0046354	LINDQUIST, STEPHANIE	SUPCT2247739	2/1/2022	JURY PAYMENT	12.73	12.73
3/1/2022	0046355	BONIFAZIO, JOHN	SUPCT2204964	2/1/2022	JURY PAYMENT	33.65	33.65
3/1/2022	0046356	LOWE, LAURA	SUPCT2224147	2/1/2022	JURY PAYMENT	12.26	12.26
3/1/2022	0046357	MAGNUSON, ERIC	SUPCT2250417	2/1/2022	JURY PAYMENT	10.00	10.00
3/1/2022	0046358	MARLER, JODI	SUPCT2247987	2/1/2022	JURY PAYMENT	55.97	55.97
3/1/2022	0046359	MCCLURE, KAEI	SUPCT2250032	2/1/2022	JURY PAYMENT	12.18	12.18
3/1/2022	0046360	MILLER, DENNIS	SUPCT2249967	2/1/2022	JURY PAYMENT	31.80	31.80
3/1/2022	0046361	NELSON, ROBERT	SUPCT2226319	2/1/2022	JURY PAYMENT	25.83	25.83
3/1/2022	0046362	NEWITT, SHANE	SUPCT2222707	2/1/2022	JURY PAYMENT	11.13	11.13
3/1/2022	0046363	OGLES, DANIEL	SUPCT2246647	2/1/2022	JURY PAYMENT	24.72	24.72
3/1/2022	0046364	CHARLES, MARY	SUPCT2246381	2/1/2022	JURY PAYMENT	13.82	13.82
3/1/2022	0046365	PARKS, MICHAEL	SUPCT2204954	2/1/2022	JURY PAYMENT	15.50	15.50
3/1/2022	0046366	PLUTE, BRISEN	SUPCT2248074	2/1/2022	JURY PAYMENT	31.80	31.80
3/1/2022	0046367	ROSS, NICHOLAS	SUPCT2250249	2/1/2022	JURY PAYMENT	10.55	10.55
3/1/2022	0046368	SANDERS, RYAN	SUPCT2226003	2/1/2022	JURY PAYMENT	14.52	14.52
3/1/2022	0046369	SCHNATTERLY, JERRY	SUPCT2214180	2/1/2022	JURY PAYMENT	20.20	20.20
3/1/2022	0046370	SCHRAMM, MAIA	SUPCT2237852	2/1/2022	JURY PAYMENT	10.00	10.00

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0046371	SENF, DARCIE	SUPCT2210382	2/1/2022	JURY PAYMENT	15.50	15.50
3/1/2022	0046372	STAUS, DONNA	SUPCT2247111	2/1/2022	JURY PAYMENT	27.44	27.44
3/1/2022	0046373	THOMPSON, KENDALL	SUPCT2247432	2/1/2022	JURY PAYMENT	11.09	11.09
3/1/2022	0046374	EIRIKSSON, MATTHEW VICEN	SUPCT2250399	2/1/2022	JURY PAYMENT	26.35	26.35
3/1/2022	0046375	TORMALA, JOY	SUPCT2225441	2/1/2022	JURY PAYMENT	26.95	26.95
3/1/2022	0046376	WARREN, DONNELLE	SUPCT2245052	2/1/2022	JURY PAYMENT	33.54	33.54
3/1/2022	0046377	WEBSTER, JON	SUPCT2225404	2/1/2022	JURY PAYMENT	11.13	11.13
3/1/2022	0046378	WELCH, MARY	SUPCT2207567	2/1/2022	JURY PAYMENT	15.50	15.50
3/1/2022	0046379	WIECHMAN, MICHAEL	SUPCT2205000	2/1/2022	JURY PAYMENT	26.50	26.50
3/1/2022	0046380	WILLIAMS, GRANT	SUPCT2224958	2/1/2022	JURY PAYMENT	13.39	13.39
3/1/2022	0046381	WILLIAMSON, JAMISON	SUPCT2247585	2/1/2022	JURY PAYMENT	21.09	21.09
3/1/2022	0046382	WOODS, CATHERINE	SUPCT2249959	2/1/2022	JURY PAYMENT	15.45	15.45
3/1/2022	0046383	EVERETT, ALEXANDER	SUPCT2246690	2/1/2022	JURY PAYMENT	11.09	11.09
3/1/2022	0046384	FORSTER, LANYA	SUPCT2246446	2/1/2022	JURY PAYMENT	21.99	21.99
3/1/2022	0046385	FRANCIS, DOUGLAS	SUPCT2247646	2/1/2022	JURY PAYMENT	29.62	29.62
3/1/2022	0046386	GRIFFITH, SUSAN	SUPCT2207129	2/1/2022	JURY PAYMENT	33.65	33.65
Sub total for U S BANK:							1,229.73

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
3/1/2022	0045731	RODRIGUEZ, JAMES ARTHURJR	02-22	2/11/2022	FEBRUARY 2022 - CONTEMP	600.00	600.00
3/1/2022	0046322	FABER FEINSON PLLC	1251	2/11/2022	21-4-00410-05, GUARDIANSHI	1,200.00	1,200.00
3/1/2022	0045165	FREEMAN COURT SVCS LLC	1064	2/11/2022	18-3-00181-05, WILLIAMS/COI	945.00	945.00
3/1/2022	0001010	LINDA MONTGOMERY INVEST	85560	2/11/2022	19-1-00032-05, ST. V. BAUER,	8,230.00	8,230.00
3/1/2022	0039420	MUCKLEY, TIFFANY	MUC1757797	2/11/2022	JANUARY 2022 - DEPENDENC	203.58	203.58
3/1/2022	0001032	MULLINS, MARK D	MUL1757796	2/11/2022	18-4-00103-05, GUARDIANSHI	2,502.66	2,502.66
3/1/2022	0001179	PACIFIC OFFICE EQUIPMENT	1095437	2/11/2022	JANUARY 2022-CONTRACT C	79.53	
			1095435	2/11/2022	FEBRUARY 2022 - CONTRAC	27.20	
			1095439	2/11/2022	FEBRUARY 2022-CONTRACT	27.20	
			1095438	2/11/2022	FEBRUARY 2022-CONTRACT	17.41	
			1095440	2/11/2022	JANUARY 2022-CONTRACT C	12.73	
			1095436	2/11/2022	JANUARY 2022-CONTRACT C	4.05	168.12
3/1/2022	0039985	PORTER, RICHARD	POR1757798	2/11/2022	21-4-00498-05, GUARDIANSHI	635.66	635.66
3/1/2022	0045731	RODRIGUEZ, JAMES ARTHUR	10213	2/11/2022	21-7-00091-05, DEP. OF MAR	1,966.25	
			10214	2/11/2022	21-4-00141-05, GUARDIANSHI	825.00	
			10215	2/11/2022	21-4-00181-05, GUARDIANSHI	625.00	
			10218	2/11/2022	21-4-00410-05, GUARDIANSHI	550.00	
			10216	2/11/2022	21-4-00219-05, GUARDIANSHI	400.00	
			10217	2/11/2022	21-4-00321-05, GUARDIANSHI	200.00	4,566.25
3/1/2022	0046114	ROWLAND, KRISTIN	ROW1757814	2/11/2022	21-4-00485-05, COX/LEAVITT,	483.75	
			ROW1757813	2/11/2022	21-4-00313-05, IN RE CORPU	450.00	
			ROW1757812	2/11/2022	21-4-00368-05, IN RE GOIN, G	225.00	1,158.75
3/1/2022	0045752	WELLNESS INTEGRATED SVC	BLEBET.2022	2/11/2022	21-1-00223-05, ST. V. BLEVIN	3,450.00	
			CAMTYH.2022	2/11/2022	21-1-00354-05, ST. V. CAMBY,	900.00	4,350.00
3/1/2022	0001764	WEST PAYMENT CENTER, TH	845878635	2/11/2022	FEBRUARY 2022-LAWBOOKS	265.04	265.04
3/1/2022	0000357	CLALLAM-JEFFERSON CO PR	01-22 CF	2/15/2022	JANUARY 2022 - COURT FACI	500.00	500.00
3/1/2022	0001212	PENINSULA DISPUTE RESOL	01-22 PDRC	2/15/2022	JANUARY 2022 - PDRC SURC	555.00	555.00
Sub total for U S BANK:							25,880.06

apChkLst
02/23/2022 8:20:09AM

Final Check List
CLALLAM COUNTY

Treasurer

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	3/1/2022	0037042	OFFICE DEPOT	226714699001	2/17/2022	OFFICE SUPPLIES	50.02	50.02
Sub total for U S BANK:							50.02	

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2/16/2022	0000360	CLALLAM COUNTY ER&R	ER&R 2/16/22	2/16/2022	VEHICLE RENTAL	45.32	45.32
2/16/2022	0001252	PORT ANGELES, CITY OF	KE7278 2/16/22	2/16/2022	UTILITIES	259.87	
			SE2067 2/16/22	2/16/2022	UTILITIES	106.34	366.21
2/16/2022	0001300	PUBLIC UTILITY DISTRICT	BP0572 2/16/22	2/16/2022	UTILITIES	214.50	
			KG7898 2/16/22	2/16/2022	UTILITIES	112.05	326.55
2/16/2022	0020849	U S BANK	AT4817 2/16/22	2/16/2022	FOOD	150.00	
			LT4801 2/16/22	2/16/2022	FOOD	150.00	
			BP0572 2/16/22	2/16/2022	FOOD	100.00	
			LV9835 2/16/22	2/16/2022	FOOD	100.00	
			TM9862 2/16/22	2/16/2022	FOOD	90.00	
			HG1393 2/16/22	2/16/2022	FOOD	75.00	
			HG1393 2/16/22	2/16/2022	FOOD	75.00	
			LV9835 2/16/22	2/16/2022	FOOD	50.00	790.00
Sub total for U S BANK:							1,528.08

apChkLst
02/23/2022 8:28:00AM

Final Check List
CLALLAM COUNTY

WSU. Ext

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	3/1/2022	0000546	EXPRESS SERVICES, INC	26747626	2/15/2022	EXPRESS SERVICES	387.05	387.05
	3/1/2022	0045254	SLEDGEHAMMER MARKETIN(9		3/1/2022	SLEDGEHAMMER MARKETIN	1,304.00	1,304.00
Sub total for U S BANK:							1,691.05	



BOARD of CLALLAM COUNTY COMMISSIONERS MINUTES for the week of February 21 – 25, 2022

1b
3/1/22

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Tuesday, February 22, 2022. Present were Commissioners Ozias, Johnson and Peach, and Administrator Sill. All appeared by video.

Items of discussion per the agenda published February 17 were:

- Calendar/Correspondence
- Interlocal Agreement with Jamestown S'Klallam Indian Tribe to provide law enforcement and mutual aid services
- Agreement with Washington State Parks and Recreation Commission for recreation boating enforcement and education
- Agreement with Olympic Peninsula Visitor Bureau to promote year-round tourism
- Memorandum of Understanding with City of Forks for additional funding for their waste water treatment facility
- Review the "How Did We Do" reports comparing each month's actual performance against the 2022 Annual Budget
- Letter of support with City of Sequim and Jamestown S'Klallam Tribe for the US Highway 101 East Corridor Improvement Project

Meeting adjourned at 9:50 a.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, February 22, 2022. Also present were Commissioners Johnson and Peach and Administrator Sill. All appeared by video.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Added:

- 1e Letter of support with City of Sequim and Jamestown S'Klallam Tribe for the US Highway 101 East Corridor Improvement Project

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

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on items 1e, 2a, 4b (see attached)

CONSENT AGENDA

- 1a Approval of vouchers for the week of February 14
1b Approval of payroll for the period ending January 31
1c Approval of special payroll for the period ending February 15
1d Approval of minutes for the week of February 14
1e Letter of support with City of Sequim and Jamestown S'Klallam Tribe for the US Highway 101 East Corridor Improvement Project

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

REPORTS AND PRESENTATIONS

- CBP commented on Regional Transportation Planning Organization, Legislative Steering Committee
- CRJ commented on Housing Solutions Committee update
- CMO commented on North Olympic Development Council, Olympic Community of Health update, Olympic Coast National Marine Sanctuary, upcoming joint meeting between Washington State Association of Counties and Legislative Steering Committee

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of February 21 – 25, 2022
Page 2

CONTRACTS AND AGREEMENTS

2a Agreement with Cascadia Consulting Group, Inc. to perform a Greenhouse Gas Inventory

ACTION TAKEN: CRJm to approve, CBPs, mc

2b Contract with City of Port Angeles - Fire Department for the Community Paramedicine Program

ACTION TAKEN: CRJm to approve, CBPs, mc

2c Agreement with Justice AV Solutions (JAVS) for audio and video recording in Superior Court

ACTION TAKEN: CRJm to approve, CBPs, mc

2d Agreement with Port Angeles Farmer's Market for American Rescue Plan Act (ARPA) direct grant assistance

ACTION TAKEN: CRJm to approve, CBPs, mc

2e Contract with Jamestown S'Klallam Tribe to coordinate and implement the Olympia Oyster Population Surveys

ACTION TAKEN: CRJm to approve, CBPs, mc

BIDS AND AWARDS

3a Proposal opening - Qualifications – 2022 Architecture/Engineering Consulting Services
Contractor

JMurray Forestry

Hunt Engineering

AHBL

Coastal Geologic Services, Inc.

Wenglers Surveying & Mapping

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

BUDGET

4a Resolution adopting the following Budget Revisions:

Non Departmental – Hotel/Motel Tax – Reallocation of funds for approved Hotel/Motel Tax Fund applications/\$1,000,000

Non Departmental – American Rescue Plan Act ARPA

- Reallocation of ARPA funding for IT software and equipment to be used by the new Deputy Prosecuting Attorney and assistant/\$7,500

- Reallocation of ARPA funding for the BOCC Board Room technology upgrade project/\$134,300

ACTION TAKEN: CRJm to adopt, CBPs, mc

4b Resolution adopting the following Supplemental Appropriations:

Department of Community Development – Long Range Planning – Restructuring to administer the Shoreline Master Plan SMP/\$85,000

Juvenile Services – Community Prevention Wellness Initiative grant funds/\$109,033

Sheriff – Operations – Receipt of funding from the Department of Justice Less than Lethal Equipment Grant/\$21,418

Sheriff – Emergency Services – Receipt and expenditure of Washington State Military grant/\$14,255

ACTION TAKEN: CRJm to adopt, CBPs, mc

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of February 21 – 25, 2022
Page 3

HEARING(S)

H1 Consideration of resolution adopting the following Debatable Emergencies:

Non Departmental – Hotel/Motel Tax – Additional funds for approved Hotel/Motel Tax Fund applications/\$300,150

Non Departmental – Opportunity Fund – Additional funding for Opportunity Fund grant to the City of Forks for their waste water treatment facility/\$2,375,610

BOCC Operations – Funding for additional hours for part time to full time for BOCC Analysis position American Rescue Plan Act/\$46,505

- ARS read the agenda item summary into the record

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

- The following provided comment:
 - Kenneth Reandeau, Port Angeles

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

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on Forest Service Roads 29 & 30, Section 605, state legislation
- Kenneth Reandeau, Port Angeles, commented on Greenhouse Gas study, Department of Community Development funding, old Humane Society site

Meeting concluded at 10:41 a.m. and continued to 9 a.m., Monday, February 28, 2022.

There are no Zoom chat logs for the week of February 21.

The Board of Commissioners attended a William Shore Memorial Pool District meeting during the week of February 21.

PASSED AND ADOPTED this 1 day of March 2022.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

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

Gores, Alanna

Public Comment
Ed Bowen

2/22/2022

From: Ed Bowen <rockypt@olympen.com>
Sent: Tuesday, February 22, 2022 9:42 AM
To: zSheriff; Peach, Bill; Johnson, Randy; Ozias, Mark
Cc: Gores, Alanna
Subject: Opposition to Worksession agenda item 2 22FEB2022

*** EXTERNAL EMAIL *** This message was sent from outside our County network.

Commissioners and Sherriff,

I disagree and oppose the agreement that was briefed at your worksession this morning, item 2 on the agenda regarding law enforcement.

I listened to your explanation, Sherriff Benedict and the following addition to the agreement:

"In addition to the other provisions of this Agreement, the Clallam County Sheriff hereby authorizes the Jamestown S'Klallam Tribal Public Safety & Natural Resource Officers who have been deputized by the Clallam County Sheriff to investigate, at their discretion, any state criminal violations of fish and game laws that occur in their presence while on duty and in their Usual and Accustomed Areas within Clallam County."

I do appreciate you briefing this and the case example for the need, but I truly believe this language adds more confusion and concern about my constitutional rights and treaty rights that are in jeopardy created by this sovereign nation and how I live life and liberty when potentially confronted by an action of such a nation's representative. I have always been concerned how the joint services of the two departments actually create more question and solid public safety and protection. The additional paragraph has too much ambiguity and though I do not support the individual's potential action you cited in the worksession, this language is a threat to my own safety and protection against an unaccountable- to-me sovereign nation's representative. It creates a liability that comes back on to this county also.

So with that, and I get the feeling you all will just blow this off and not represent my constitutional and treaty rights in the fullest-we shall see (I especially say this because of the citizen's treaty rights that aren't normally considered in these government actions), the paragraph must be amended to include that any officer of the tribe must be clearly identified to include their vehicle clearly marked to reflect who they clearly are and not some covert activity that could be perceived as an invasion of my privacy by the snooping activity. I personally have been subject to this snooping by sovereign nations and hold this county accountable for protection against such.

I don't trust this paragraph or this delegation.

Ed Bowen



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 2022 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 to 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 first day of March 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



PROCLAMATION

RECOGNIZING MARCH AS AMERICAN RED CROSS MONTH

WHEREAS, In times of crisis, the people of Clallam County come together to care for one another, demonstrating a humanitarian spirit which is part of the foundation of our community. This spirit is exemplified in a special way by American Red Cross volunteers and donors; and

WHEREAS, Since its founding in 1881, the American Red Cross has followed a bold mission of preventing and alleviating suffering, in keeping with the words of its founder Clara Barton: "You must never think of anything except the need, and how to meet it; and

WHEREAS, Red Cross volunteers have been active in Clallam County since 1917, and today, more than 100 years later, local volunteers continue this legacy by:

providing emergency shelter, food, and comfort for those devastated by disasters such as home fires or flooding;

supporting military service members and their families and caregivers;

distributing much-needed smoke alarm systems to our most vulnerable residents;

increasing community resilience in the face of natural disasters by teaching us how to prepare for them; and

WHEREAS, The work of these local volunteers is vital to strengthening our community's resilience and support for one another in times of disaster; and

NOW, THEREFORE, WE THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby proclaim

MARCH 2022 AS AMERICAN RED CROSS MONTH

in Clallam County and dedicate the month of March to the American Red Cross and to all the volunteers and donors who support that work, and we invite others to join in their commitment of service to the community.

Signed this 1st day of March 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ld
3/1/22



AGENDA ITEM SUMMARY

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

2a
3/1/22

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 2/22/2022

REGULAR AGENDA ☒ **Meeting Date:** 3/01/2022

Required Originals Approved and Attached? ☒

Will Be Provided On:

Item Summary:*

- ☐ Call for Hearing
- ☐ Resolution
- ☐ Draft Ordinance

- ☒ Contract/Agreement/MOU**
- ☐ Proclamation
- ☐ Final Ordinance

- Contract # 19925.22.006
- ☐ Budget Item
- ☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

Personal Services Agreement with the Olympic Peninsula Visitor Bureau in the amount of \$650,000 in order to promote year-round tourism.

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 allocated in the Hotel/Motel Tax Fund 2022 Budget. A budget revision has been processed in February to move the funds from Unanticipated Projects to Olympic Peninsula Visitor Bureau BARS line.

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

Please review and sign.

County Official signature & print name: Debi Cook 

Name of Employee/Stakeholder attending meeting: Mark Lane, Marsha Massey – OPVB

Relevant Departments: BOCC, Finance

Date Submitted: 2/11/2021

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



PERSONAL SERVICES AGREEMENT

Contract Number: 19925.22.006

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

Name: Olympic Peninsula Visitor Bureau

Address: P.O. Box 670

Port Angeles, Washington 98362

Phone N°: 360.452.8552

(hereinafter called "Contractor").

This Agreement is comprised of:

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

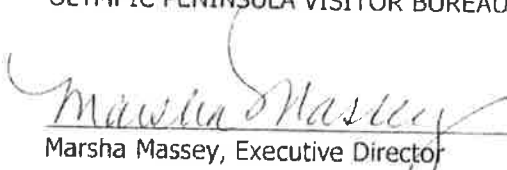
copies of which are attached hereto and incorporated herein by this reference as if fully set forth.

The term of this Agreement shall commence on the first day of January 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of December 2022.

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2022.

OLYMPIC PENINSULA VISITOR BUREAU

BOARD OF CLALLAM COUNTY COMMISSIONERS


Marsha Massey, Executive Director

Mark Ozias, Chair

Date: February 11, 2022

ATTEST:

Loni Gores, Clerk of the Board

Originals: BOCC

Vendor

Initiating Department

Copies: 5

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

SCOPE OF WORK

Clallam County is responsible for the hotel/motel tax collected in the unincorporated areas of Clallam County and these funds are limited by statute. Clallam County is dedicated to using hotel/motel tax funds to enhance tourism in the unincorporated areas of the County by working together with other governmental agencies, groups, and organizations.

The Contractor, a non-profit corporation, was formed to promote and develop a multi-faceted, year-round tourism industry in Clallam County and is willing and able to assume the responsibilities as set forth in this document.

Purpose of Agreement: To establish a comprehensive, viable tourism industry in Clallam County and a professionally managed tourism promotion and enhancement program by:

- a) Working to increase and enhance the use of countywide hotel/motel facilities by developing and executing a tourism, publicity, and marketing plan targeted outside Clallam County.
- b) Enhancing and extending the tourism season through increased shoulder season marketing including, but not limited to, better access and availability of information on facilities, activities, and events within Clallam County.
- c) Through partnerships, developing and promoting programs that direct tourists from one area of the Olympic Peninsula to another to enhance the number of days spent in Clallam County.
- d) Developing, supporting and/or promoting a broad spectrum of experiences, activities, and events within the County that encourage tourists to extend and repeat visits to the area.
- e) Developing and administering a tourism marketing grant program for Clallam County, under the lodging tax guidelines.
- f) Coordinating various communications and publications including, but not limited to, monthly e-newsletters, lure brochures, and special seasonal publications as directed by the Board of Directors.
- g) Developing and maintaining an active program of communication to related tourism information providers.
- h) Building community awareness of the economic value of tourism through media relations and community involvement.
- i) Providing leadership and guidance to partners in the development of tourism marketing strategies.
- j) Developing and implementing countywide tourism marketing program in concert with the Board of Directors.
- k) Participating in and providing leadership to the joint marketing partnership as the organization's contribution to the overall effort of promoting the Olympic Peninsula on a destination-centric, cooperative basis.
- l) Maintaining and enhancing the OlympicPeninsula.org website.
- m) Working with the Parks, Fair and Facilities Department to promote use of County Parks for day use and overnight stays by out-of-area visitors, through communications, public relations, advertising, representation on OlympicPeninsula.org website, and appropriate printed materials. As needed, provide assistance to the County to improve Park web pages.
- n) Include the County Fair in the events portion of the website and relevant printed collateral.

The Contractor shall:

- a) Take all steps necessary to accomplish the goals and objectives set forth in "Purpose of Agreement" above.
- b) Notify Clallam County at the time the budget is negotiated each year of any and all bylaw amendments adopted by the Contractor's Board.
- c) Develop an annual operating and capital budget including program goals and objectives, and submit it for approval by LTAC before going to the Clallam County Board of Commissioners for consideration by November 1.
- d) Maintain all accounting and expenditure records of the budget. These records and accounts shall accurately reflect all direct and indirect costs incurred and services performed pursuant to this contract. These records shall be kept for five (5) years by the Contractor and shall be subject to

inspection or audit by the County at all reasonable times during the performance of this contract and five years after termination thereof.

- e) Meet with the Clallam County Board of Commissioners or their designee two times each year to review goals and objectives for tourism enhancement and expenditure of funds, and once a year to discuss the proposed budget for the coming year, set the amount of financial support, and review the achievements of the past year.
- f) Select members to the Contractor's Board according to its bylaws, assuring that the Contractor's board responsibly performs its duties as enumerated in this agreement, and establishing rules as to the operation of the Contractor.
- g) Require review and approval by the Clallam County Board of Commissioners of any budget revisions which change the scope of work of this agreement.
- h) Ensure the tourism promotion program funded under this agreement is consistent with the intent of RCW 67.28.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000) for the completed work set forth in Attachment "A.". Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

OR

☐ **b. HOURLY RATES:** For services rendered, the County shall compensate the Contractor at the following hourly rates:

Name/Position

Hourly Rate

Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above; number of hours worked; completed tasks for which compensation is sought; estimated percentage of task completion; payment amount requested; other (specify) _____.

In no event shall Contractor be compensated in excess of _____ DOLLARS (\$ _____) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☐ **c.** Other (specify): _____

GENERAL CONDITIONS

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

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

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

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

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

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

5. No Guarantee of Employment. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.

7. Right to Review. This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.
8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

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

- (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
 - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement. The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.
14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

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

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

Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

- (c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name: Not applicable

Title:

Address:

Telephone:

E-mail:

Fax:

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. ***Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.***
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (a) Applicable federal, state and local statutes, ordinances and regulations;
 - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
 - (c) Special Terms and Conditions (Attachment D); and
 - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.

35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

- ☒ **COMPREHENSIVE GENERAL LIABILITY:**
 - Bodily injury, including death. \$1,000,000 per occurrence
 - Property damage \$1,000,000 per occurrence
- ☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period**
 - Endorsement (two year tail). \$ per occurrence
- ☐ **WORKERS COMPENSATION:** Statutory amount
- ☐ **AUTOMOBILE:** coverage on owned, non-owned, rented and hired vehicles
 - Bodily injury, liability, including death \$ per occurrence
 - Property damage liability \$ per occurrence

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

Any such insurance carried by the Contractor shall be primary over any insurance carried by Clallam County and the Contractor shall ensure that such insurances is primary. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

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

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



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



4. Other (specify):.



AGENDA ITEM SUMMARY

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

2b
3/1/22

Department: BOCC/Finance

WORK SESSION ☒ Meeting Date: 2/22/2022

REGULAR AGENDA ☒ Meeting Date: 3/01/2022

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19941.22.002 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is our Memorandum of Understanding with the City of Forks in which the County shall provide the City a grant from the Opportunity fund in the amount of \$2,375,610 for retrofits to the City of Forks Waste Water Treatment Facility.

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?** ☐

A Debatable Emergency has been processed and is on the agenda to be approved February 22, 2022.

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

County Official signature & print name:  Debi Cook

Name of Employee/Stakeholder attending meeting: Mark Lane

Relevant Departments: BOCC, Finance

Date submitted: 2/16/2022

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

CLALLAM COUNTY OPPORTUNITY FUND PROGRAM MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered by and between Clallam County, a political subdivision of the State of Washington (hereinafter "County"), and the City of Forks, a municipal corporation (hereinafter "City"). Together, the County and the City are referred to herein as the "Parties." The Parties have the lawful authority to execute this MOU pursuant to their corporate powers RCW 36.01.010 and RCW 35A.11.010.

WHEREAS, the County administers the "Opportunity Fund Program" in accordance with RCW 82.14.370(3) and Chapter 5.40 of the Clallam County Code to finance public facilities/infrastructure that may promote economic development in the region;

WHEREAS, the City has applied for grant funding through the "Opportunity Fund Program" in order to help finance the Waste Water Treatment Facility;

WHEREAS, the County has carefully reviewed the City's grant application and the corresponding project;

WHEREAS, the County believes the project is eligible to receive opportunity funds and that the moneys will be used to finance facilities/infrastructure that may promote economic development within the region;

WHEREAS, the County has held public meetings/hearings and received extensive public comment regarding the City's application; and

WHEREAS, the County has determined that the City is a worthy recipient of opportunity funds and the award is in the interest of the common good as evidenced by adoption of Resolution 16, 2022 by the County Board of Commissioners.

NOW THEREFORE, in consideration of the mutual terms, provisions, and obligations contained herein, it is agreed by and between the County and the City as follows:

1. **PURPOSE:** The purpose of this MOU is to memorialize the award of grant moneys, drawn from the County's "Opportunity Fund Program," and to be awarded to the City of Forks to fund retrofits to its Waste Water Treatment Facility.

In consideration of the award offered by the County, the City agrees to use the opportunity funds consistent with the attached grant application submitted to the County. Upon completion of the Waste Water Treatment Facility, the City will return to the County and give a presentation showing the progress/success of the Waste Water Treatment Facility project.

2. **DURATION:** This MOU shall be effective immediately once signed by the Parties and will continue in effect through February 24, 2024, unless sooner terminated as provided herein, or unless otherwise extended by written mutual consent of the Parties.
3. **FINANCING:** The County will issue a one-time warrant to the City in the amount of \$2,375,610 following execution of this MOU.
4. **PROPERTY:** Any property acquired through the award of the opportunity funds will belong to the City. The County does not acquire any interest in property, real or otherwise, that may be obtained with the grant award.
5. **ORGANIZATION:** By awarding opportunity funds, the County does not become a formal partner in the City's Waste Water Treatment Facility and does not share in the organizational burdens associated with the project.
6. **LIABILITY:** It is the intent of the parties that the County shall not be held liable for any injury/harm that may occur during, or result from, the Waste Water Treatment Facility. The City agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from any and all liability, claims, actions, suits, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, that may result from/through the Waste Water Treatment Facility Project. This provision shall survive termination of this MOU.
7. **RETURN OF FUNDS:** If, for whatever reason, the City does not expend the entire grant award in connection with the Waste Water Treatment Facility, then the City agrees to return the remaining funds to the County.
8. **DISPUTES:** The Parties agree to work together to resolve any disputes that may result in performance of this MOU.
9. **MODIFICATION:** This MOU may be modified by mutual consent of the parties provided that any modification is memorialized in writing and signed by the Parties.
10. **TERMINATION:** This MOU will terminate when the City uses the full amount of the award, returns any remaining balance to the County, or February 24, 2024, whichever may come first.
11. **GOVERNANCE:** This MOU has been and shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this MOU shall be instituted and maintained only in any courts of competent jurisdiction located in the State of Washington.

12. **SEVERABILITY:** If a court of competent jurisdiction finds any part, term or provision of this MOU to be illegal or invalid in whole or in part, such invalidity shall not affect the other provisions of this MOU which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this MOU, and to this end the provisions of this MOU are declared to be severable.
13. **WAIVER:** A failure by either party to exercise its rights under this MOU shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this MOU.
14. **ENTIRE MOU:** The parties agree that this MOU is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this MOU are specifically excluded. This MOU is for the benefit of the parties, and no third party beneficiary relationship is intended.

IN WITNESS WHEREOF, the parties have executed this MOU.

CLALLAM COUNTY
BOARD OF COMMISSIONERS

CITY OF FORKS

Date:

Date: 2/23/2022

Mark Ozias, Chair

Tim Fletcher, Mayor

ATTEST:

ATTEST:

Loni Gores, Clerk of the Board

Audrey Grafstrom, City Clerk

Approved as to form only by:

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County



Clallam County Board of Commissioners
223 East Fourth Street, Suite 4
Port Angeles, WA 98362
360.417.2233

**OPPORTUNITY FUND
APPLICATION**

Date: November 24, 2021

Project Title: Forks Wastewater Treatment Facility Improvements

Applicant: City of Forks

Contact: Audrey Grafstrom, Clerk/Treasurer and Paul Hampton, Public Works Director

Address: 500 E Division Street

City, State, Zip: Forks, WA 98331

Phone Number: 360 374-5412

E-Mail Address: audreyg@forkswashington.org paulh@forkswashington.org

Authorized Signer/Position: Tim Fletcher, Mayor

OPPORTUNITY FUND PROGRAM

Application for Funding

ATTACH COPY OF PROJECT PROPOSAL

Amount of **Loan** Requested: \$ _____

Amount of **Grant** Requested: \$2,375,610

Local **Match**: \$1,023,500 94.5% of City ARPA Funds

Other Funding Sources: \$ _____

Total Project Cost: \$3,399,110

Amount Raised To-date: \$1,023,500

Loan terms requested:

Requested Rate of Interest:

Total number of years for repayment: _____

Deferral period (# of years): _____

Type of payment schedule:

Straight Line Amortization	_____
Decreasing Payments	_____
Increasing Payments	_____
Other (please specify)	_____

I. SITE/PROJECT INFORMATION

- A) Include a site map of the area. Identify the location of the site, and public infrastructure (existing and/or proposed).

A site map of the Wastewater Treatment Facility is included.

- B) Project cost breakdown:

See Project Proposal.

- C) Specifically, for what element(s) of the project are Opportunity Fund Program (OFP) dollars being requested?

See Project Proposal.

- D) Estimated schedule for project completion:

<u>Estimated Completion Date</u>		<u>Example:</u>
Grant award		1/3/2022
Issue RFQ for engineering firm	30 days after grant award	2/2/2022
Contract with engineering firm	60 days after grant award	3/1/2022
Preparation of design plans and bid specifications	120 days after grant award	4/30/2022
Bid opening	150 days after grant award	5/30/2022
Sign construction contract	180 days after grant award	6/29/2022
Complete construction	420 days after grant award	2/24/2023
(8 month construction contract)		

- E) What other jurisdictions are involved in the planning, design, financing, construction, operation or use of this project? (cities, counties, state/federal agencies, tribes, etc.):

None

- F) Will the applicant maintain the project. If not, who will be responsible for its maintenance?

Yes, the City of Forks is responsible for operation and maintenance.

II. PRIVATE SECTOR COMMITMENT/INVOLVEMENT

- A) *If applicable*, identify private sector firm(s) and contact person(s) involved in the project:

- Firm: _____
- Contact: _____
- Telephone: _____
- Will it relocate to the project site: _____

- B) Explain the private sectors involvement in the project. Why does the private sector require the proposed public infrastructure improvements?

The Forks Sewer District includes 126 commercial users, 160 low income apartment units, 127 trailers in six trailer courts predominately low to moderate income, and 257 single family residential units of mixed income levels.

Failure to address the necessary improvements to the Wastewater Treatment Facility could result in a catastrophic failure of the sewer system jeopardizing operation of the downtown core of businesses, the Forks Community Hospital, and the Quillayute Valley School District.

- C) Type of jobs to be created/retained:

Using data from the Paycheck Protection Program, businesses within the Sewer District employ approximately 934 individuals. This is a conservative estimate of the number of jobs at businesses serviced by the WWTF, since not all businesses applied for PPP funds.

- D) Projected annual gross payroll?

The estimated annual payroll of businesses within the Sewer District is conservatively \$47,195,449. This includes the Forks Community Hospital and the Quillayute Valley School District.

III. FINANCIAL INFORMATION ON APPLICANT

This section examines the general financial status of the applicant.

- A) Provide the most current annual financial report reviewed by the State Auditor. If the most current year is not representative of the past five years, please provide additional information or reports.

The City of Forks is normally on a two-year audit schedule, but since we exceeded the threshold for expenditures of federal funds in 2020 the SAO conducted a one-year Financial Statement and Federal Single Audit. The 2020 audit report is attached in addition to the 2018 – 2019 Financial Statement, Accountability, and Federal Single Audits.

- B) Identify funds (General Fund, Utility Fund, etc.) that will be eligible to repay an OFP loan. If any funds cannot be used to service OFP debt, please explain. If a particular fund or revenue source has been identified for repayment of the loan, please describe.

IV. DECLARATION

I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO THE OPPORTUNITY FUND BOARD IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signature of responsible official:



Print or Type Name and title:

Tim Fletcher, Mayor

PROJECT PROPOSAL
CITY OF FORKS
WASTEWATER TREATMENT FACILITY IMPROVEMENTS

The Wastewater Treatment Facility (WWTF) for the City of Forks requires significant improvements and retrofits to prevent catastrophic failure. The improvements are required to ensure redundancy with key components, to increase capacity necessary to respond to development, and to prepare for expansion of the sewer district to businesses and neighborhoods with a high probability of failed septic systems.

The City of Forks constructed its original wastewater treatment facility and sewer collection system in 1986. Prior to construction of the WWTF, all homes and businesses in the area were served by individual septic systems. The facility was constructed with an aerated lagoon, secondary clarifier, return/waste activated sludge pumping station, effluent pumping station, and infiltration basin. A mechanical fine screen was installed in the headworks structure in 1997. In 2002, the City received an administrative order to cease land application of biosolids. The City quickly moved forward to install the FKC screw press, the first of its kind in the Nation. In doing so, the City expended \$600,000 for the project, which was nearly all of the sewer system capital reserve.

While the WWTF consistently receives Outstanding Performance Awards from the Department of Ecology (11 of the last 12 years), there is no redundancy for major components. Recent development in the sewer district (including new lodging establishments and high density low-income housing) has pushed the WWTF to capacity and potential in-fill of lots threaten to overwhelm its operation.

To address additional capacity, modifications are needed to the existing **FKC screw press**. The system modifications would include replacement of ancillary components including: sludge holding tanks, sludge feed pump, polymer system, flocculation tank, and boiler skid. The screw press would be relocated in the current building and the truck loading bay would be moved outside the building. Biosolids would be transported to the truck by conveyor. Forks City Council committed \$1,023,500 (94.5%) of the City's American Rescue Plan Act funds to completing the FKC screw press modifications.

The facility does not have redundant clarifier capacity, a requirement of Ecology's reliability standards. A new 35-foot-diameter clarifier (**Secondary Clarifier No. 2**) could be located to the south of the existing clarifier (Secondary Clarifier No. 1). Mixed liquor from the aerated lagoon could be split hydraulically in the existing splitter box, modified with weirs to provide an even distribution of flow to each clarifier when both are in service.

The **aerated lagoon** installed in 1986 is nearing the end of its anticipated life span and needs to be replaced. The lagoon is currently single lined. New Ecology standards require all wastewater impoundments (ponds/lagoons) to be double lined with leak detection or single lined with

groundwater monitoring. Both the aerator and mixer are original equipment and beyond the 20 to 25 year life span. In addition, there is no redundancy in case of failure.

A permanent on-site **generator** should be installed to provide power to all electrical systems in the plant during outages. A preliminary load study of the plant with recommended improvements results in the need for a 250-kW generator. The generator would be housed outside in a sound attenuating enclosure and include an automatic transfer switch.

Miscellaneous improvements needed at the WWTF include:

- Air-gap to provide physical separation of the City's potable water system and non-potable water system which is required by the Department of Health. The air-gap system would consist of a surge tank, inlet valve, centrifugal water pumps, and pneumatic pressure tank.
- Renovations to the laboratory and maintenance building (flooring and HVAC)
- Redundant return-activated sludge pump station
- Replacement pumps, retrieval system, and control panel for the Mill Creek pump station
- Submersible centrifugal pumps for in-plant pump station

Project Cost Breakdown:

Modifications to FKC screw press	\$ 919,500
Construction of secondary clarifier No. 2	\$ 914,500
Improvements to aerated lagoon	\$ 519,600
Installation of emergency generator	\$ 310,600
Miscellaneous improvements including: air-gap, RAS pump station, Mill Creek pump station	<u>\$ 425,900</u>
Engineer's estimate	\$3,090,100
Inflation from original estimates	<u>\$ 309,100</u>
Total project cost	\$3,399,110

The City has committed \$1,023,500 of its ARPA funds to the project, leaving a request of \$2,375,610 from the Opportunity Fund. This project is grouped into components. Each component may be completed individually or combined as one project.

Various funding sources have been explored such as Public Works Trust Fund, CERB, USDA Rural Development, etc. Most, if not all of these sources require a loan component that could not be serviced by user fees, even with a 5.5% increase set for January 1, 2022. (Rates automatically increase each year by CPI-U.) The City is not eligible for emergency funding since the WWTF has not failed and continues to receive DOE Outstanding Performance Awards.

The City of Forks Comprehensive Plan incorporates and references the Capital Improvement Plan as the guide in implementing the City's capital projects. The CIP lists these improvements to the WWTF as capital projects for the sewer system.



**CLALLAM COUNTY
OPPORTUNITY FUND**

PROJECTED SOURCES AND COMMITTED USES--2021-2049 (WITH ESTIMATED ADDITIONAL MAXIMUM ANNUAL DEBT SERVICE/GRANT CAPACITY)

***NOTE: The projection below assumes the Opportunity Fund tax revenue sunsets in July 2032 and projection extends to 2048 to coincide with the maturity of the County's \$10 million Carlsborg Loan which matures in June 2048. Other assumptions include tax revenue annual increase of ~20% in 2021 reflecting the strong retail sales recovery seen following the COVID recession, returning to growth of 4.5% after 2022 (historically has averaged 4.5%), interest rate on funds earned of .75% in 2021 and 2022 due to COVID impact on interest rates, returning to 1.8% thereafter and indirects grow at 3%. Current funding commitments to various EDC agencies assumed flat to 2021 original budget, but 2021 has been adjusted for EDC to reflect \$320K of additional funding in support of \$20K of 2020 costs that were not billed until 2021 and \$300K of admin costs related to the ARPA Lifeboat 5 Grant Program. Reflects the resulting estimated remaining funds in the Opportunity Fund to service all current and future commitments. The model below also estimates the maximum additional annual commitments (whether debt service or other grant commitments) that the Opportunity Fund has the estimated capacity to fund and still have sufficient cash to fully fund all current and projected commitments.

Year	PROJECTED SOURCES OF FUNDING					PROJECTED USES OF FUNDING												Net Sources/ (Uses)		Ending Fund Balance	
	DEBT SERVICE FUNDING COMMITMENTS					ONGOING SUPPORT/OTHER EXPENDITURES															
	Beginning Fund Balance	Tax Revenue (currently set to expire in July 2032)	Interest Income	Other Income (East UGA Sewer System Development Fees, LID 3rd Street Sewer Line Transfer)	TOTAL SOURCES	Carlsborg Sewer Loan (matures June 2048)	Dept of Commerce-Skills Center Loan (matures Jan 2025)	Department of Ecology-Clallam Bay Sakiu Sewer Projected Loan (20 Yr Loan-Estim Maturity Date-- 2041)	Clallam EDC	SBDC	NODC	Clallam Conservation District (removed as deemed not OF-Eligible)	Transfer to Carlsborg Sewer for Expansion	Indirects Charges from Clallam GF	Potential Funding of Other Future Debt Service/Grants	TOTAL USES					
2021	4,171,452	1,608,374	70,000	18,000	1,696,074	358,966	48,194		330,000	30,000	3,500	0	90,000	4,698	442,000	1,317,258	378,815	4,550,168			
2022	4,550,168	1,505,437	35,674	18,000	1,559,111	358,103	48,184	114,074	100,000	30,000	3,500	0		4,806	442,000	1,110,677	448,434	4,998,602			
2023	4,998,602	1,573,182	94,305	18,000	1,685,487	357,241	48,184	114,074	100,000	30,000	3,500	0		5,022	442,000	1,110,031	575,458	5,574,058			
2024	5,574,058	1,643,975	105,305	18,000	1,767,281	356,379	48,184	114,074	100,000	30,000	3,500	0		5,248	442,000	1,109,385	657,885	6,231,944			
2025	6,231,944	1,717,954	177,820	18,000	1,853,773	355,517	45,184	114,074	100,000	30,000	3,500	0		5,484	442,000	1,108,769	745,004	6,978,948			
2026	6,978,948	1,755,262	132,355	18,000	1,945,626	354,655		114,074	100,000	30,000	3,500	0		5,731	442,000	1,059,960	885,665	7,852,614			
2027	7,862,614	1,876,048	149,039	18,000	2,043,088	353,793		114,074	100,000	30,000	3,500	0		5,989	442,000	1,059,356	983,732	8,846,345			
2028	8,849,345	1,960,471	167,512	18,000	2,145,982	352,931		114,074	100,000	30,000	3,500	0		6,259	442,000	1,058,754	1,087,219	9,933,564			
2029	9,933,564	2,048,692	187,681	18,000	2,254,573	352,069		114,074	100,000	30,000	3,500	0		6,540	442,000	1,058,183	1,196,389	11,129,954			
2030	11,129,954	2,140,893	210,251	18,000	2,359,134	351,207		114,074	100,000	30,000	3,500	0		6,835	442,000	1,057,615	1,311,518	12,441,472			
2031	12,441,472	2,237,223	234,730	18,000	2,489,953	350,345		114,074	100,000	30,000	3,500	0		7,142	442,000	1,057,061	1,432,892	13,874,363			
2032	13,874,363	1,221,785	251,388	18,000	1,491,173	359,483		114,074	100,000	30,000	3,500	0		7,454	442,000	1,056,520	434,653	14,308,016			
2033	14,308,016		248,220	18,000	265,220	358,621		114,074	100,000	30,000	3,500	0		7,799	442,000	1,055,994	789,774	15,119,243			
2034	15,119,243		234,009	18,000	252,009	357,759		114,074	100,000	30,000	3,500	0		8,150	442,000	1,055,483	803,474	15,922,719			
2035	15,922,719		219,551	18,000	237,551	356,897		114,074	100,000	30,000	3,500	0		8,517	442,000	1,054,988	817,437	16,737,156			
2036	16,737,156		204,841	18,000	222,841	356,035		114,074	100,000	30,000	3,500	0		8,900	442,000	1,054,509	831,667	17,568,665			
2037	17,068,665		189,876	18,000	207,876	355,172		114,074	100,000	30,000	3,500	0		9,301	442,000	1,054,047	846,172	18,414,837			
2038	18,220,493		174,848	18,000	192,648	354,310		114,074	100,000	30,000	3,500	0		9,719	442,000	1,053,604	860,955	19,275,792			
2039	19,358,538		159,155	18,000	177,155	353,448		114,074	100,000	30,000	3,500	0		10,157	442,000	1,053,179	876,024	20,151,816			
2040	20,480,514		143,390	18,000	161,390	352,586		114,074	100,000	30,000	3,500	0		10,614	442,000	1,052,774	891,384	21,043,100			
2041	21,692,130		127,348	18,000	145,348	351,724		114,074	100,000	30,000	3,500	0		11,091	442,000	1,052,390	907,041	21,940,039			
2042	22,685,089		112,052	18,000	130,052	350,862		100,000	30,000	3,500	3,500	0		11,581	442,000	937,953	923,901	22,853,940			
2043	23,677,188		97,513	18,000	115,513	350,000		100,000	30,000	3,500	3,500	0		12,112	442,000	937,612	940,899	23,784,839			
2044	24,655,089		82,718	18,000	100,718	349,138		100,000	30,000	3,500	3,500	0		12,657	442,000	937,265	958,577	24,733,416			
2045	25,618,512		67,662	18,000	85,662	348,276		100,000	30,000	3,500	3,500	0		13,227	442,000	937,003	976,840	25,690,256			
2046	26,567,171		52,340	18,000	70,340	347,414		100,000	30,000	3,500	3,500	0		13,822	442,000	936,436	995,395	26,655,651			
2047	27,500,776		36,748	18,000	54,748	346,552		100,000	30,000	3,500	3,500	0		14,444	442,000	936,486	1,014,748	27,630,399			
2048	28,519,028		20,875	18,000	38,878	345,690		100,000	30,000	3,500	3,500	0		15,094	442,000	936,284	1,034,406	28,614,805			
2049	29,621,622		7,830	18,000	25,830			100,000	30,000	3,500	3,500	0		15,773	442,000	591,273	-555,443	28,059,362			

CLALLAM COUNTY
OPPORTUNITY FUND

PROJECTED SOURCES AND COMMITTED USES--2021-2049 (WITH ESTIMATED ADDITIONAL MAXIMUM ANNUAL DEBT SERVICE/GRANT CAPACITY)

W/o forks application

*NOTE: The projection below assumes the Opportunity Fund tax revenue sunsets in July 2032 and projection extends to 2048 to coincide with the maturity of the County's \$10 million Carlsborg Loan which matures in June 2048. Other assumptions include tax revenue annual increase of +20% in 2021 reflecting the strong retail sales recovery seen following the COVID recession, returning to growth of 4.5% after 2022 (historically has averaged 4-5%), interest rate on funds earned of .75% in 2021 and 2022 due to COVID impact on interest rates, returning to 1.8% thereafter and indirects grow at 3%. Current funding commitments to various EDC agencies assumed flat to 2021 original budget, but 2021 has been adjusted for EDC to reflect \$320k of additional funding in support of \$20k of 2020 costs that were not billed until 2021 and \$300k of admin costs related to the ARPA Lifesat 3 Grant Program. Reflects the resulting estimated remaining funds in the Opportunity Fund to improve all current and future commitments. The model below also estimates the maximum additional annual commitments (whether debt service or other grant commitments) that the Opportunity Fund has the estimated capacity to fund and will have sufficient cash to fully fund all current and projected commitments.

Year	PROJECTED SOURCES OF FUNDING					PROJECTED USES OF FUNDING												
	Beginning Fund Balance	Tax Revenue (currently set to expire in July 2032)	Interest Income	Other Income (East UGA Sewer System Development Fees, LID 3rd Street Sewer Line Transfer)	TOTAL SOURCES	DEBT SERVICE FUNDING COMMITMENTS						ONGOING SUPPORT/OTHER EXPENDITURES						
						Carlsborg Sewer Loan (matures June 2048)	Dept of Commerce-Skills Center Loan (matures Jan 2025)	Department of Ecology -Clallam Bay Sekiu Sewer Projected Loan (20 Yr Loan-Estim Maturity Date-- 2041)	Clallam EDC	\$BDC	NODC	Clallam Conservation District (removed as deemed not OF-Eligible)	Transfer to Carlsborg Sewer for Expansion	Indirects Charges from Clallam GF	Potential Funding of Other Future Debt Service/Grants	TOTAL USES	Net Sources/ (Uses)	Ending Fund Balance
2021	4,171,352	1,608,074	70,000	18,000	1,698,074	368,966	48,194		350,000	30,000	3,500	0		29,600	454,000	1,284,258	411,815	4,583,167
2022	4,583,167	1,749,000	36,147	18,000	1,803,147	368,103	48,194		120,000	30,000	3,500	0	240,000	30,411	454,000	1,294,208	508,939	5,092,106
2023	5,092,105	1,827,705	98,222	18,000	1,943,927	367,241	48,194	58,624	122,400	30,600	3,570	0		31,779	454,000	1,115,408	827,518	5,919,624
2024	5,919,624	1,909,952	113,296	18,000	2,041,246	366,379	48,194	117,247	124,848	31,212	3,641	0		32,210	454,000	1,178,731	862,517	6,782,141
2025	6,782,141	1,985,900	129,561	18,000	2,143,460	365,517	48,194	117,247	127,345	31,836	3,714	0		34,704	454,000	1,182,557	960,903	7,743,044
2026	7,743,044	2,085,715	148,063	18,000	2,251,778	364,655		117,247	129,892	32,473	3,788	0		36,266	454,000	1,138,321	1,113,457	8,856,501
2027	8,856,501	2,178,572	189,913	18,000	2,366,486	363,793		117,247	132,490	33,122	3,854	0		37,888	454,000	1,142,414	1,224,071	10,080,572
2028	10,080,572	2,277,653	191,791	18,000	2,487,444	362,931		117,247	135,139	33,785	3,942	0		39,603	454,000	1,146,647	1,340,797	11,421,370
2029	11,421,370	2,380,147	216,806	18,000	2,614,956	362,069		117,247	137,642	34,461	4,020	0		41,385	454,000	1,151,024	1,463,932	12,885,301
2030	12,885,301	2,487,254	244,083	18,000	2,749,337	361,207		117,247	140,599	35,150	4,101	0		43,248	454,000	1,155,551	1,593,766	14,479,087
2031	14,479,087	2,599,180	273,736	18,000	2,890,916	360,345		117,247	143,411	35,853	4,183	0		45,194	454,000	1,160,232	1,730,684	16,209,771
2032	16,209,771	1,419,457	294,227	18,000	1,731,684	359,483		117,247	146,278	36,570	4,256	0		47,227	454,000	1,165,073	566,611	16,776,382
2033	16,776,382		291,606	18,000	309,606	358,621		117,247	149,205	37,301	4,352	0		49,353	454,000	1,170,078	-860,472	15,915,910
2034	15,915,910		276,071	18,000	294,071	357,759		117,247	152,189	38,047	4,439	0		51,573	454,000	1,175,254	-881,183	15,034,727
2035	15,034,727		260,162	18,000	278,162	356,897		117,247	155,233	38,808	4,526	0		53,894	454,000	1,180,606	-902,445	14,132,282
2036	14,132,282		243,868	18,000	261,868	356,035		117,247	158,337	39,584	4,618	0		56,319	454,000	1,186,141	-924,273	13,208,009
2037	13,208,009		227,179	18,000	245,179	355,172		117,247	161,504	40,376	4,711	0		58,854	454,000	1,191,864	-946,695	12,261,325
2038	12,261,325		210,086	18,000	228,086	354,310		117,247	164,734	41,184	4,805	0		61,502	454,000	1,197,782	-969,696	11,291,628
2039	11,291,628		192,578	18,000	210,576	353,448		117,247	168,029	42,007	4,901	0		64,270	454,000	1,203,502	-993,326	10,298,302
2040	10,298,302		174,639	18,000	192,639	352,586		117,247	171,390	42,847	4,999	0		67,162	454,000	1,210,231	-1,017,592	9,280,710
2041	9,280,710		156,264	18,000	174,264	351,724		117,247	174,817	43,704	5,099	0		70,184	454,000	1,216,776	-1,042,512	8,238,198
2042	8,238,198		137,438	18,000	155,438	350,862		117,247	178,314	44,578	5,201	0		73,343	454,000	1,223,545	-1,068,107	7,170,091
2043	7,170,091		118,149	18,000	136,149	350,000		117,247	181,880	45,470	5,305	0		76,643	454,000	1,230,545	-1,094,396	6,075,695
2044	6,075,695		99,440	18,000	117,440	349,138		117,247	185,518	46,379	5,411	0		80,092	454,000	1,238,538	-1,003,093	5,072,597
2045	5,072,597		81,317	18,000	99,317	348,276		117,247	189,228	47,307	5,519	0		83,596	454,000	1,246,025	-1,028,709	4,043,888
2046	4,043,888		62,730	18,000	80,730	347,414		117,247	193,012	48,253	5,630	0		87,482	454,000	1,253,771	-1,055,041	2,988,846
2047	2,988,846		43,867	18,000	61,667	346,552		117,247	196,873	49,218	5,742	0		91,398	454,000	1,261,783	-1,082,116	1,906,730
2048	1,906,730		24,115	18,000	42,115	345,690		117,247	200,810	50,203	5,857	0		95,511	454,000	1,269,071	-1,109,956	796,774
2049	796,774		7,162	18,000	25,162			117,247	204,826	51,207	5,974	0		99,809	454,000	1,276,816	-790,655	6,120

PROJECTED SOURCES AND COMMITTED USES—2021-2049 (INCLUDING PROFORMA EFFECT OF \$2.376M FORKS SEWER CONTRIBUTION, WITH ESTIMATED REMAINING MAXIMUM ANNUAL DEBT SERVICE/GRANT CAPACITY)

Name:	PROJECTED SOURCES OF FUNDING		PROJECTED USES OF FUNDING	
	4.5%	1.5%	DEBT SERVICE FUNDING COMMITMENTS	GRADING SUPPORT/OTHER EXPENDITURES
2521 Higher Growth due to 2019-2020				

PROJECTED SOURCES OF FUNDING					PROJECTED USES OF FUNDING														
Normal					Debt Service Funding Commitments														
2021 Higher Growth due to COVID Recovery					Ongoing Support to Other Expenditures:														
17.0%					0.6%														
Year	Beginning Fund Balance	Tax Revenue (currently set to expire in July 2032)	Interest Income	Other Income (East UGA Sewer System Development Fees, LID 3rd Street Sewer Line Transfer)	TOTAL SOURCES	Carlsborg Sewer Loan (matures June 2045)	Dept of Commerce-Skills Center Loan (matures Jan 2025)	Department of Ecology-Clallam Bay Sekiu Sewer Projected Loan (20 Yr Loan-Estim Maturity Date-2041)	Clallam EDC	SBDC	NODC	Clallam Conservation District (removed as deemed not Of-Eligible)	Transfer to Carlsborg Sewer for Expansion	Forka Sewer	Indirects Charges from Clallam GF	Potential Funding of Other Future Debt Service/Grants	TOTAL USES	Net Sources/ (Uses)	Ending Fund Balance
2021	4,171,352	1,608,074	70,000	18,000	1,696,074	368,986	48,194	350,000	30,000	2,360	0	0	240,000	2,375,810	29,600	0	630,259	865,815	5,037,167
2022	5,037,167	1,749,000	43,021	18,000	1,810,021	388,103	48,194	126,000	30,000	3,500	0	0	0	0	30,411	360,000	3,584,816	1,774,737	2,262,370
2023	3,262,370	1,827,705	66,051	18,000	1,911,756	387,241	48,194	122,400	30,600	3,570	0	0	0	0	31,779	369,000	1,031,406	880,348	4,142,718
2024	4,142,718	1,809,952	82,077	18,000	2,011,029	366,379	48,194	58,624	30,000	3,714	0	0	0	0	33,210	369,300	1,093,731	916,298	6,059,015
2025	5,059,016	1,995,900	99,309	18,000	2,113,209	365,517	48,194	117,247	32,473	3,789	0	0	0	0	34,704	369,000	1,097,537	1,015,652	8,074,667
2026	6,074,667	2,095,715	116,794	18,000	2,222,613	364,855	48,194	117,247	32,473	3,789	0	0	0	0	36,265	369,000	1,053,321	1,169,191	7,243,659
2027	7,243,659	2,119,572	140,651	18,000	2,338,223	362,921	48,194	117,247	32,473	3,789	0	0	0	0	37,056	369,000	1,057,414	1,280,809	8,524,658
2028	8,524,658	2,277,653	164,550	18,000	2,460,203	362,921	48,194	117,247	32,473	3,789	0	0	0	0	39,500	369,000	1,066,047	1,358,355	9,823,224
2029	9,925,224	2,380,147	190,507	18,000	2,568,754	362,369	48,194	117,247	32,473	3,789	0	0	0	0	41,355	369,000	1,061,847	1,522,730	11,445,954
2030	11,445,954	2,467,254	218,939	18,000	2,724,193	361,207	48,194	117,247	32,473	3,789	0	0	0	0	43,248	369,000	1,075,232	1,751,619	14,891,215
2031	13,099,596	2,596,180	249,670	18,000	2,866,851	360,545	48,194	117,247	32,473	3,789	0	0	0	0	45,194	369,000	1,070,551	1,653,642	13,099,596
2032	14,891,215	1,415,457	271,258	18,000	1,708,715	359,483	48,194	117,247	32,473	3,789	0	0	0	0	47,227	369,000	1,080,073	628,642	15,519,857
2033	16,519,857	268,754	288,754	18,000	287,754	358,621	48,194	117,247	32,473	3,789	0	0	0	0	49,354	369,000	1,085,078	787,324	14,722,832
2034	14,722,832	255,355	288,754	18,000	273,355	357,759	48,194	117,247	32,473	3,789	0	0	0	0	51,673	369,000	1,090,254	416,939	13,905,633
2035	13,905,633	240,603	288,754	18,000	259,603	356,897	48,194	117,247	32,473	3,789	0	0	0	0	53,654	369,000	1,095,605	837,003	13,068,520
2036	13,068,520	225,467	288,754	18,000	243,487	356,035	48,194	117,247	32,473	3,789	0	0	0	0	56,319	369,000	1,101,141	487,654	12,210,576
2037	12,210,576	209,998	288,754	18,000	227,998	355,172	48,194	117,247	32,473	3,789	0	0	0	0	58,854	369,000	1,106,864	478,866	11,332,110
2038	11,332,110	194,125	288,754	18,000	212,125	354,310	48,194	117,247	32,473	3,789	0	0	0	0	61,502	369,000	1,112,782	500,657	10,431,452
2039	10,431,452	177,658	288,754	18,000	195,858	353,443	48,194	117,247	32,473	3,789	0	0	0	0	64,270	369,000	1,118,390	521,044	9,508,408
2040	9,508,408	161,146	288,754	18,000	179,186	352,366	48,194	117,247	32,473	3,789	0	0	0	0	67,019	369,000	1,125,321	545,045	8,662,363
2041	8,662,363	144,099	288,754	18,000	162,099	351,289	48,194	117,247	32,473	3,789	0	0	0	0	70,184	369,000	1,131,776	569,677	7,992,686
2042	7,992,686	126,583	288,754	18,000	144,583	350,212	48,194	117,247	32,473	3,789	0	0	0	0	73,343	369,000	1,138,545	593,961	6,696,725
2043	6,696,725	106,629	288,754	18,000	126,629	350,682	48,194	117,247	32,473	3,789	0	0	0	0	76,643	369,000	1,145,545	618,916	5,679,809
2044	5,679,809	91,279	288,754	18,000	109,279	349,138	48,194	117,247	32,473	3,789	0	0	0	0	80,042	369,000	1,152,026	646,259	4,533,550
2045	4,533,550	74,534	288,754	18,000	92,538	348,276	48,194	117,247	32,473	3,789	0	0	0	0	83,606	369,000	1,158,026	676,487	3,703,063
2046	3,703,063	57,360	288,754	18,000	75,360	347,414	48,194	117,247	32,473	3,789	0	0	0	0	87,462	369,000	1,163,026	706,735	2,996,328
2047	2,996,328	39,731	288,754	18,000	58,731	346,552	48,194	117,247	32,473	3,789	0	0	0	0	91,398	369,000	1,168,026	737,026	2,259,302
2048	1,726,529	21,637	288,754	18,000	40,371	345,690	48,194	117,247	32,473	3,789	0	0	0	0	95,511	369,000	1,173,026	767,317	1,491,985
2049	699,166	5,170	288,754	18,000	23,120	344,830	48,194	117,247	32,473	3,789	0	0	0	0	99,009	369,000	1,178,026	797,608	7,481



AGENDA ITEM SUMMARY

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

2C
3/1/22

Department: Sheriff

WORK SESSION ☒ **Meeting Date: 02/22/22**

REGULAR AGENDA ☒ **Meeting Date: 03/01/22**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 811-22-01 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Revision and issuance of updated Interlocal Agreement between the Jamestown S'Klallam Indian Tribe and Clallam County Sheriff's Office to provide law enforcement services and mutual aid services between the two entities. This update provides a new provision for the Tribe's Public Safety & Natural Resource Officers to investigate state criminal violations of fish and game laws on Jamestown S'Klallam Tribal land within Clallam County.

Budgetary impact:

There is no budgetary impact.

Recommended action:

Recommend approval and signature by the Board.

County Official signature & print name: W.L. Benedict W.L. Benedict, Sheriff

Name of Employee/Stakeholder attending meeting: Sheriff Benedict

Relevant Departments: Sheriff's Office

Date submitted: 02/16/22

* 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)

INTERLOCAL AGREEMENT

JAMESTOWN S'KLALLAM INDIAN TRIBE AND THE CLALLAM COUNTY SHERIFF'S OFFICE

This agreement is entered into under the following statutory authorities:

The Inter-local Cooperation Act (Chapter 39.34 RCW); Washington Mutual Aid Peace Officers Powers Act (Chapter 10.93 RCW); and the Tribal Public Safety Officers Act (Chapter 10.92.02 RCW); by and between the Clallam County Sheriff's Office (hereinafter "CCSO") and the Jamestown S'Klallam Indian Tribe (hereinafter "Tribe"), in order to provide mutual aid as provided herein, as follows:

WHEREAS the Tribe is a federally recognized sovereign tribal government with authority to enter into intergovernmental agreements under its Constitution, Art. VII; and

WHEREAS, the CCSO has the authority to enter into this agreement pursuant to RCW 39.34, the Interlocal Cooperation Act; and

WHEREAS the Tribe has land held in trust and reservation status on its behalf by the United States defined as Indian Country by 18 U.S.C. § 1151, and lands held in restricted fee defined as Indian Lands by 25 U.S.C. § 81, and as such are subject to Tribal criminal jurisdiction; and

WHEREAS, the State of Washington has not acquired criminal or civil jurisdiction over Jamestown Indian Country pursuant to the federal law commonly known as Public Law 280, codified at 18 U.S.C. § 1162 and 28 U.S.C. § 1360; and

WHEREAS, the Tribe wishes to improve law enforcement activities in areas subject to its jurisdiction by entering into this agreement ("Agreement") with Clallam County ("County") for the enforcement of Tribal Law by the CCSO; and

WHEREAS, the CCSO is the primary general Washington State ("State") law enforcement agency in the area subject to the Tribe's jurisdiction, and the first response entity for some federal agencies acting within the Tribe's jurisdiction; and

WHEREAS, law enforcement agencies have the responsibility to protect lives, protect property, and to keep the peace; and

WHEREAS, effective law enforcement depends upon the ability of responding law enforcement officers to take emergency action to protect lives and property and to preserve the peace without regard to jurisdictional limits; and

WHEREAS, it is necessary and desirable that a cooperative agreement, such as this Agreement, is executed for the purpose of effectuating efficient law enforcement within the boundaries of the Tribe's Lands; and

WHEREAS, it is not intended that the traditional law enforcement responsibilities of the signatory

agencies be altered, but rather that they be empowered to act in appropriate situations; and

WHEREAS, it is intended that Jamestown S'Klallam Tribal Public Safety & Natural Resource Officers who are employed by the Tribal authority and are in all other respects qualified to act as a peace officers for the Tribe, shall be eligible to be deputized as general authority Washington peace officers as provided for under the applicable law and this Agreement within the boundaries of the Tribe's lands; and

WHEREAS, the Tribe and the County mutually agree that the CCSO will provide law enforcement to enforce Jamestown Tribal Law in Jamestown's Indian Country and Indian Lands as provided herein; and

WHEREAS, this understanding shall not impair the authority of any officer who has acted pursuant to a special commission separately granted by the Sheriff in his capacity as the head of the CCSO;

NOW, THEREFORE, the Parties agree to the following:

1. PURPOSE

The purpose of this Agreement is to memorialize the terms under which CCSO will provide 24-hour law enforcement services to the Tribe, and to recognize the general peace officer powers of the Jamestown S'Klallam Tribal Public Safety & Natural Resource Officers, for effective and efficient law enforcement by utilizing the existing federal jurisdictional framework, supplemented by Tribal law.

2. SCOPE OF WORK

CCSO shall have the responsibility to maintain peace and order for the Tribe. All CCSO law enforcement services, to include Patrol, Detectives and other Investigative teams, will be available to the Tribe as needed.

CCSO agrees to patrol all of the Tribe's land and properties, to include but not limited to: the Seven Cedars Casino, Long House Market and Deli, Carlsborg Self-Storage, Cedars at Dungeness Golf Course, Northwest Native Expressions, the Jamestown S'Klallam Economic Development Authority, and any future properties acquired by the Tribe.

CCSO will enforce Jamestown Tribal Law in Jamestown's Indian Country and Lands. Prosecution shall occur in Jamestown Tribal Court.

CCSO will enforce the criminal laws of the State of Washington that apply to non-Indians within Jamestown Indian Country and Lands. Prosecution shall occur in the appropriate State court venue.

CCSO is the first response entity for the Federal Bureau of Investigation (FBI). In circumstances involving a crime listed in the Major Crimes Act, 18 U.S.C. § 1153 ("MCA"), the Indian Country Crimes Act, 18 U.S.C. § 1153 ("ICCA"), CCSO will notify and cooperatively investigate the crime with the involvement of the FBI.

One CCSO Deputy will be designated the Tribal Resource Deputy to provide a greater law enforcement presence at the Jamestown S'Klallam Tribe's Blyn campus, Tribal Enterprises and the surrounding communities in East Clallam County. The Tribal Resource Deputy shall be responsible for fostering

relationships with, and being an immediate resource to, the tribal community, tribal enterprises, tribal court, and the Jamestown S'Klallam Tribal Public Safety & Natural Resource Officers. This includes addressing law enforcement concerns, coordinating and/or conducting crime prevention trainings, and communicating the law enforcement needs of the Tribe to CCSO Supervisors and/or Command Staff as needed. The Tribal Resource Deputy will, as necessary:

1. Work Monday through Friday, 8am to 4pm, or 9am to 5pm. (Or as needed based upon the needs of the Tribal community, as determined mutually by the Tribe and the CCSO).
2. Conduct foot patrols and ATV side-by-side patrols on Jamestown S'Klallam Tribal properties and agreed upon portions of the Olympic Discovery Trail.
3. Monitor, note, report, and investigate suspicious persons and situations, safety hazards, and unusual or illegal activity within the patrolled areas in accordance with the CCSO Policy and Procedures Manual.
4. Coordinate and/or conduct crime prevention trainings on a regular basis with various tribal community groups as well as tribal enterprise employees.
5. Serve as the Tribal Court Bailiff. (Typically, the third Thursday of each month.)
6. Transport Tribal Court defendants to and from the Clallam County jail or other authorized detention facilities, as needed.
7. Maintain close liaison between CCSO, the Chief of Jamestown S'Klallam Tribal Public Safety & Natural Resource Department, and Tribal citizens to identify and solve law enforcement, and public safety related issues.

CCSO Deputies not assigned as the tribal resource deputy will patrol the Tribe's properties regularly and provide back up for the tribal deputy as necessary.

3. MUTUAL AID

Upon the existence of, or in anticipation of a life-threatening event, the Tribe may provide, upon request of the CCSO, all available enforcement personnel, search and rescue personnel, and/or necessary equipment for cooperation with the CCSO through the duration of the event(s), to include available certified scuba divers, swift water/river rescue personnel, emergency medical technicians, or other specialized personnel in order to address an emergency circumstance, through the duration of the event(s).

Upon the existence of, or in anticipation of a life-threatening event, CCSO may provide, upon request of the Tribe, all available law enforcement personnel, search and rescue personnel, and/or necessary equipment for cooperation with the Tribe through the duration of the event(s).

The Jamestown S'Klallam Tribal Public Safety & Natural Resource Officers may exercise general authority peace officer powers off reservation, trust and Tribal fee lands at the request of CCSO Personnel. Situations such as officer back up or other requests for assistance where additional police presence in emergency situations is requested is essential for the safety of all law enforcement

personnel.

In addition to the other provisions of this Agreement, the Clallam County Sheriff hereby authorizes the Jamestown S'Klallam Tribal Public Safety & Natural Resource Officers who have been deputized by the Clallam County Sheriff to investigate, at their discretion, any state criminal violations of fish and game laws that occur in their presence while on duty and in their Usual and Accustomed Areas within Clallam County.

4. FEDERAL LAW UNAFFECTED

Federal jurisdiction under the Major Crimes Act, 18 U.S.C. § 1153 ("MCA"), the Indian Country Crimes Act, 18 U.S.C. § 1153 ("ICCA"), and any other applicable federal law will continue unaffected by this Agreement.

5. STATE CRIMINAL LAW ADOPTED AS TRIBAL LAW

Selected State criminal laws, including juvenile offenses, may apply as designated by separate Tribal Council action in the form of amendments to the Tribal Code, which may be amended, from time-to-time, as appropriate, at the sole discretion of the Tribal Council.

6. CITATION INTO TRIBAL COURT

CCSO deputies, acting as tribal officers, will cite Indian offenders into Tribal Court for violations of the Tribe's criminal code, and cite non-Indian offenders into Tribal Court for violations of the Tribe's civil infraction code, if appropriate.

7. ARRESTS AND BOOKING INTO COUNTY JAIL

CCSO officers shall use the same standards used under Washington State law in cases outside of Jamestown Indian Country and Lands contexts for determining when arrest and detention in the County jail is appropriate for offenses against tribal law. Release from detention may be made only upon direction of the tribal prosecutor, or tribal court. The Tribe, as provided in a separate agreement with the County, shall reimburse jail expenses for Jamestown S'Klallam Tribe prisoners.

8. NOTICE TO THE JAMESTOWN S'KLALLAM TRIBE

Notice of all citations issued and arrests made by the CCSO pursuant to tribal law will be provided to the Tribal Prosecutor's Office as soon as practicable, but not later than the business day after the citation is issued, or arrest is made. The determination of whether to prosecute any given case shall be in the sole discretion of the Tribal Prosecutor.

9. CCSO ASSISTANCE IN INVESTIGATION AND PROSECUTION

CCSO shall assist the Jamestown S'Klallam Tribal Public Safety & Natural Resource Department and Prosecutor in the investigation of violations of tribal law, as well as the prosecution of offenses. This includes CCSO deputies appearing as witnesses at hearings, providing records related to arrests and

citations, and conducting investigations.

10. CASE REPORTS AND PUBLIC DISCLOSURE REQUESTS

Arrests and case reports will be processed using the CCSO case report forms and processed in the multi-jurisdictional AEGIS criminal records database under the Tribe's assigned ORI.

Any law enforcement requests for the Tribe's records maintained by the CCSO will be handled by the CCSO.

11. JURISDICTIONAL DISCLAIMER AND SOVEREIGN IMMUNITY

Nothing in this Agreement grants the State, County, or the Tribe any jurisdiction that it did not have before the Agreement was signed. Rather, this Agreement simply authorizes the CCSO to enforce Tribal Law within Jamestown S'Klallam Indian Lands.

This Agreement does not authorize CCSO enforcement of the Tribal Fishing and Hunting Codes, except as already permitted prior to adoption of this Agreement.

The Tribe authorizes a limited waiver of sovereign immunity for the sole and limited purpose of enforcing the mutual indemnities in Section 38 of this Agreement. Venue for any action filed under this waiver of immunity shall be in the United States District Court, Western District of Washington, or if that Court lacks jurisdiction, then in the Jamestown S'Klallam Tribal Court.

Along with Section 38, the terms of Section 9 shall survive the termination or expiration of this Agreement. The limited waiver will be set out in a Tribal Council resolution and attached to this Agreement as Exhibit A.

12. COMPENSATION

Compensation for the services set out in this Agreement shall be provided for under the terms of a separate agreement between the County and the Tribe.

13. ADMINISTRATIVE CONSIDERATIONS

The parties shall comply with Chapter 10.92 RCW - Tribal Police Officers unless otherwise agreed upon.

14. PEACE OFFICER AUTHORITY

A Public Safety & Natural Resources Officer who is authorized hereunder shall be recognized and authorized to act as a general authority Washington peace officer pursuant to Chapter 10.92 RCW within the boundaries of the Tribe's lands, and other county areas as permitted by the CCSO. All of the activity of that officer shall be in accord with the laws of Jamestown S'Klallam Tribe, the State of Washington, and the United States of America.

To the extent that Jamestown S'Klallam Tribal Public Safety & Natural Resource Officers act with the cooperation or assistance of the CCSO, Tribal Public Safety Officers must follow the requirements of

the Washington State Constitution and the laws of the State of Washington.

15. DECERTIFICATION OF PEACE OFFICER AUTHORITY

The parties agree to notify all signatories and the Clallam County and Tribal prosecutor's offices by the next business day, in writing, should any of their officers become decertified.

16. BRADY NOTIFICATION

The parties shall provide, in a timely manner, Brady material, as required.

17. TRIBAL AUTHORITY

This Agreement shall not expand or limit the authority or jurisdiction of any city, county, state, federal or Tribal court or other government authority.

18. GEOGRAPHIC AUTHORITY

The authority granted herein shall be coextensive with the boundaries of the Tribe's trust, reservation and fee lands.

19. NO AGENCY OR EMPLOYEE STATUS

The authority granted herein shall not create an agency or employee status between the Tribe and Clallam County.

20. SOVEREIGNTY RETAINED

Except as articulated in Section 11 and 38 of this Agreement, nothing in this Agreement shall affect the existing status and sovereignty of either party.

21. STATE AND LOCAL ENFORCEMENT

Nothing in this Agreement limits, impairs or otherwise affects the authority of state or local law enforcement officers to enforce state law within the exterior boundaries of Indian lands in fresh pursuit, as defined in Chapter 10.93.120 RCW.

22. RATIFICATION, DURATION, AMENDMENTS, RENEWAL OF AGREEMENT, WITHDRAWAL and ARBITRATION

This Agreement is in effect for four years from the date of ratification by the last party to the Agreement to ratify. The Agreement remains in effect regardless of leadership changes within the organizations of signing parties.

This Agreement is not deemed to be in force unless ratified by the appropriate legislative and/or governing bodies of each party.

If either party's legislative/governing body fails to ratify the Agreement within 30 days of initial

consideration, the parties agree to make an effort to work toward ratification for an additional 30 days to complete the Agreement.

It is recognized that special circumstances arise from time-to-time. Therefore, amendments to the Agreement can be accomplished at any time on consent and signature of all parties involved. Approved and signed amendments shall be attached to the original document.

An amendment in the form of a new signature page is required when leadership/signatory changes occur. It is the responsibility of the party who experiences the change to accomplish and distribute a new signature page as described in AGREEMENT DISTRIBUTION, below, within 30 days of the change. The amendment shall be attached to the original document.

The parties agree to meet prior to the expiration of the Agreement in order to reach a new Agreement. In the event that a new Agreement is not reached between the parties, the parties agree that in regard to Tribal Public Safety general authority peace officer status, to use binding last best offer arbitration under Chapter 7.04A RCW as provided in Chapter 10.92.020(10)(a) RCW.

Either party may terminate this Agreement for cause by providing written notice to the other party of the intent to terminate the Agreement. Unless the request to terminate is withdrawn, the Agreement will then terminate at midnight on the 30th day after written notice is given by one party to the other party. The parties agree to meet in an attempt to settle differences. If differences are not resolved after 60 days, the parties agree to submit the dispute to mandatory last best offer arbitration.

23. AGREEMENT DISTRIBUTION

The parties agree that current and signed copies of this Agreement and copies of any signed amendments to this Agreement will be retained by each party. Furthermore, the CCSO will send copies of the most current Agreement and amendments to the Office of Enterprise Services for the State of Washington and to the Washington Criminal Justice Training Commission as soon as possible after the signing of a new Agreement or amendments.

24. FIELD OPERATIONS

The parties may create separate documents providing for field operation protocols, 911 protocols, and fire operation protocols.

25. CERTIFICATION

The Tribe shall notify the CCSO when a Tribal Officer has been certified, or if prior certification has been revoked, pursuant to Chapter 10.92 RCW. The notification shall be in writing and shall be delivered to the CCSO within 10 days of certification.

Each party shall provide the Criminal Justice Training Commission with documentation for the fulfillment of the certification and revocation process.

The parties agree that the Sheriff may commission Jamestown S'Klallam Tribal Public Safety & Natural Resource Officers. In the event that the Sheriff does commission a Tribal Officer, the Tribe agrees to a limited waiver of sovereign immunity and to comply with the requirements for insurance pursuant to Section 38 of this Agreement.

Nothing in this Agreement requires a party to cross-deputize an officer.

A party may suspend or revoke the authority of any officer to exercise commissions granted by the other party. A party shall notify the other party within 24 hours, in writing, of any suspension or revocation.

Upon the decertification of any officer, the parties shall notify each other and the County and Tribal prosecuting attorneys in writing within 24 hours.

26. TRAINING

Any officer who is subject to this Agreement or otherwise cross-commissioned, shall meet the minimum standards for Washington State Peace Officer Certification. Both parties are responsible for on-going training of their respective personnel, as required.

27. RIGHT OF FIRST REFUSAL and RESPONSIBILITY

The parties agree that when life or property is in jeopardy, the closest officer(s) will respond. It will be the initial responding officer's responsibility to first protect life and property, then to establish the agency of jurisdiction. The agency of jurisdiction will be consulted, as safety allows, to determine who will conduct further law enforcement involvement.

Operations requiring a joint operation of agencies will be directed by the agency of jurisdiction unless otherwise agreed upon.

28. INVESTIGATIONS, WARRANTS and ARREST

Any investigation, warrant activity or arrest shall be in accordance with applicable Tribal, State or Federal law.

29. REFERRAL TO PROSECUTING AUTHORITY

For any matter which is going to be prosecuted in the Jamestown S'Klallam Tribal Court, the CCSO shall submit relevant paperwork to the Tribe's Prosecuting Attorney's Office for charging.

Whenever any matter is referred to the Tribe's Prosecuting Attorney's Office, the CCSO must provide necessary paperwork within the timelines required by the prosecuting attorney and applicable Tribal Court rules.

30. FOLLOW-UP INVESTIGATION

The parties shall conduct whatever follow-up investigation is needed and requested.

31. WARRANT SERVICE

The parties shall assist one another, when requested, in the execution of search warrants and arrest warrants properly issued by the appropriate jurisdiction. Execution of any warrant shall be governed by applicable Tribal, State and Federal law.

32. SUBPOENA and DISCOVERY

All rules of discovery in a criminal case for the jurisdiction shall apply and personnel will be subject to subpoena or other court process.

33. PRE-TRIAL INTERVIEWS and MOTIONS

Personnel of the CCSO and the Tribe shall be available at reasonable times and upon reasonable notice for any pre-trial interviews, depositions or motions.

34. JAIL

The CCSO will be responsible for all costs associated with non-Indians booked into the Clallam County Jail by Tribal Public Safety officers. Tribal Public Safety Officers will follow all booking procedures of the CCSO.

35. PROSECUTION and COURTS

Cases will be adjudicated through the appropriate court of jurisdiction. Cases prosecuted in Clallam County courts that emanate within the boundaries of the Tribe will be treated in the same manner as other similar cases.

36. RESOLVING CITIZEN COMPLAINTS

The parties agree to each maintain a process that will accommodate citizen or other agency complaints regarding their personnel.

37. EXTRAORDINARY COSTS

The parties shall enter into a separate Local Agreement on Extraordinary Costs.

38. GOVERNING LAW, VENUE and LIMITED CONSENT TO SUIT

Venue for any action filed under the waiver of immunity shall be in the United States District Court, Western District of Washington, or if that Court lacks jurisdiction, then in the Jamestown S'Klallam Tribal Court, whereas this Agreement shall be governed by the laws of the State of Washington, as to interpretation and performance. Any action hereunder may be brought in the Superior Court of Washington for Clallam County.

Each entity will maintain insurance for coverage of any actions and liability arising out of activities taking place pursuant to this Agreement. The Tribe will provide proof that the County, its appointed and elected officials, agents and employees, are specifically named as additional insureds in a policy with the same company that insures the Tribe or by endorsement to an existing policy or with a separate carrier approved pursuant to RCW Title 48. The General Aggregate Limit shall be \$6,000,000.00. The County is a self-insured entity.

Parties understand and agree that Clallam County is self-insured and a member of a liability pool which includes coverage for professional liability, among other categories of coverage, in adequate quantity to protect against legal liability arising out of contract activities. Clallam County shall provide evidence of its status as a self-insured entity meeting these requirements within fifteen (15) calendar days of the execution of this Agreement. Upon request by the Tribe, Clallam County must describe its financial condition and the self-insured / liability pool funding mechanism. The Tribe, or any other third party, need not be named as additional insureds under the self-insurance / liability pool coverage policies as said policies prohibit Clallam County from naming third parties as additional insureds. Clallam County shall give the Tribe thirty (30) calendar days' advance notice of any self-insurance or liability pool cancellation or non-renewal.

The Tribe and the County mutually agree to defend, indemnify and hold harmless the other party, its elected officials, officers, employees, and agents from and against any and all costs, claims, demands, judgments or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the other party, its elected officials, officers or employees in performing this Agreement.

The Tribe will defend, indemnify and hold the County harmless in the event that a lawsuit is brought challenging the operation of one or more of the Tribal laws that the CCSO relied upon in providing services under this Agreement.

The terms of Section 38 "Governing Law, Venue and Limited Consent to Suit" shall survive the termination or expiration of this Agreement.

39. SEVERABILITY

If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

40. INTEGRATION

This Agreement, and any signed amendments, contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

41. ADMINISTRATION and NOTICE

The Tribe and CCSO will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise designated in writing, the Tribe contact person will be Chief of Public Safety & Natural Resources. The County contact person will be CCSO's Chief Criminal Deputy.

Any notice required or permitted to be given under this Agreement to a party shall be deemed sufficient if given in writing and sent by certified mail to the address stated below for each party, or to any other address to which the party may inform all other parties in writing with specific reference to this Agreement.

The Chief of Public Safety and Natural Resources for the Tribe shall provide copies of the Agreement and any amendment to the Office of Enterprise Services and the Criminal Justice Training Commission within 10 days after the Agreement has been ratified by each party.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto, along with other concurring and reviewing parties, have hereunder set their hands, as of:

Dated this _____ day _____, 2022

JAMESTOWN S'KLALLAM INDIAN TRIBE

W. Ron Allen
Tribal Chair/CEO

Approved as to form for the Tribe:

Tim Rybka
Jamestown S'Klallam Tribe Prosecutor

**CLALLAM COUNTY
BOARD OF COUNTY COMMISSIONERS**

Mark Ozias, Chair

Randy Johnson

Bill Peach

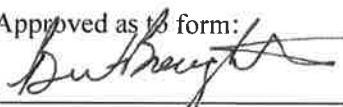
CLALLAM COUNTY SHERIFF'S OFFICE

ATTEST:

Clerk of the Board

W.L. Benedict
Sheriff

Approved as to form:



Clallam County Prosecutor's Office

EXHIBIT A
TRIBAL COUNCIL RESOLUTION WITH
LIMITED WAIVER OF SOVEREIGN
IMMUNITY



JAMESTOWN S'KLALLAM TRIBE

1033 Old Blyn Highway, Sequim, WA 98382

360/683-1109

FAX 360/681-4643

RESOLUTION # 56-19

Interlocal Agreement with Clallam County Sheriff's Office

WHEREAS, the Jamestown S'Klallam Indian Tribe (herein after referred to as "the Tribe") was Federally acknowledged by the Secretary of the Interior of the United States of America on February 10, 1981; and

WHEREAS, the Jamestown S'Klallam Tribal Council ("Council") is the governing body of the Tribe, in accordance with its Constitution adopted on November 19, 1983, pursuant to the provisions of Part 81 of Title 25 of the Code of Federal Regulations, as such Constitution is amended from time-to-time; and

WHEREAS, the health, safety, welfare, education, and regulation of treaty fishing, hunting, and gathering practices of the Indian people of the Tribe is the responsibility of the Council; and

WHEREAS, the Tribe entered into an agreement with Clallam County and the Clallam County Sheriff's Office ("CCSO") in 2010 for the provision of general law enforcement services to the Tribe on its trust and reservation lands; and

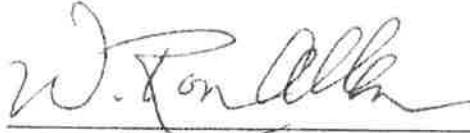
WHEREAS, the Tribe and the CCSO now desire to enter into an updated agreement for the provision of those general law enforcement services to the Tribe on its trust and reservation lands; now

THEREFORE, BE IT RESOLVED, the Council hereby approves for signature the "Interlocal Agreement Jamestown S'Klallam Tribe and The Clallam County Sheriff's Office," substantially as set out in Exhibit A to this resolution and hereafter referred to as the "Agreement"; and

BE IT FURTHER RESOLVED, that the Council hereby directs the CEO to execute the Agreement and forward it to Clallam County and the CCSO for their signatures; and

BE IT FURTHER RESOLVED, that the Council, pursuant to the provisions of Title 22 – Limited Waivers of the Tribal Code, does hereby grant a limited waiver for enforcement of the Agreement by Clallam County and the CCSO, substantially as set forth in Exhibit B to this resolution; and

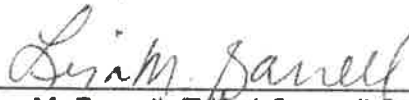
BE IT FINALLY RESOLVED, that the Council directs the Tribe's Public Safety & Natural Resources staff to take the necessary steps to implement the Agreement, on behalf of the Tribe, after it is fully executed by all parties.



W. Ron Allen, Chairman

Certification

I, Lisa M. Barrell, Secretary of the Tribal Council of the Jamestown S'Klallam Tribe, do hereby certify that the resolution was adopted on October 31, 2019, with a quorum approving the resolution by a vote of 4 FOR and 0 AGAINST with 0 ABSTAINING.



Lisa M. Barrell, Tribal Council Secretary

EXHIBIT A

**Interlocal Agreement
Jamestown S'Klallam Tribe and
The Clallam County Sheriff's Office**

EXHIBIT B**Limited Waiver of Sovereign Immunity**

Nothing in the Agreement between the Jamestown S'Klallam Tribe ("Tribe") and Clallam County and the Clallam County Sheriff's Office, that is the subject of the resolution to which this Exhibit B is attached and made a part of, is or shall be deemed to be an implied waiver of the Tribe's sovereign immunity from suit, which immunity is expressly asserted. Notwithstanding the foregoing, the Tribe, regarding the Agreement, hereby expressly waives its sovereign immunity pursuant to the provisions of Title 22 – Limited Waivers of the Tribal Code, on a limited basis, and consents to be sued in the United States District Court for the Western District of Washington, but if said United States District Court finds that it is without or otherwise declines to exercise jurisdiction or the parties agree that said United States District Court is without jurisdiction, then in a Washington State Superior Court for Clallam County.



AGENDA ITEM SUMMARY

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

2d
3/1/22

Department: Sheriff

WORK SESSION ☒ Meeting Date: 02/22/22

REGULAR AGENDA ☒ Meeting Date: 03/01/22

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11003-22-01 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Renewal of the Federal Financial Assistance Grant, via the Washington State Parks and Recreation Commission, to help fund activities performed by the Sheriff's Office Marine Unit for recreation boating enforcement and education in Clallam County.

Budgetary impact:

There is a reduction in revenue since the award amount is lower than expected. If no future award is received in FY2022 a budget change will be submitted to the Board to reduce the revenue amount.

Recommended action:

Recommend approval and signature by the Board.

County Official signature & print name: W.L. Benedict W.L. Benedict, Sheriff

Name of Employee/Stakeholder attending meeting: Sheriff Benedict, Chief Deputy King

Relevant Departments: Sheriff's Office

Date submitted: 02/16/22

* 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)



**WASHINGTON STATE PARKS AND RECREATION COMMISSION
SUBRECIPIENT GRANT AGREEMENT
FEDERAL FINANCIAL ASSISTANCE GRANT**



Agreement No. MLE 123-144

This Agreement is between the State of Washington, Washington State Parks and Recreation Commission (WSPRC) acting by and through its Marine Law Enforcement Program ("MLE or "Recipient") and **Clallam County Sheriff's Office** ("Subrecipient"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

Per 2 Code of Federal Regulations 200 (2CFR200), WSPRC has determined this to be a "Subrecipient" relationship under 2 CFR 200.330. This subrecipient agreement is authorized by 2 CFR 200 and 50 CFR 80. MLE is authorized to provide grants for recreational boating enforcement and education activities and has sufficient grant funds available within its current biennial budget and has authorized expenditure on the Subrecipient's Project as defined below, and the Subrecipient agrees to comply with 2 CFR 200, MLE rules and other MLE adopted policies and procedures, and this Subrecipient Grant Agreement.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the awarding of funds for recreational boating enforcement and education and to set forth the deliverables under the Federal Financial Assistance Grant, hereinafter called the "Project."

SECTION 3: COURTESY INFORMATION & REMINDER

Very important information is located throughout this document. The onus is on the Subrecipient to read the entire document which may include Attachments, Exhibits, or other information incorporated by reference.

Experience has shown that the following information seems to have the most interest for the Subrecipient. As such, MLE is providing this nonexclusive list but cautions that other important information does not appear in the Courtesy List.

- **Term:** See *Section 5.1 – Term*
- **Project Completion:** See *Section 5.2 – Project Completion*
- **Subrecipient's Authorized Representative:** See *Section 6.2 – Subrecipient's Authorized Representative*.
- **Project completion date:** See *Section 7.1.1 – Project Timeline*
- **Reimbursement Total:** See *Section 8.3.c [not titled]*.
- **Grant Funds:** See *Section 9.2 – Grant Funds*.
- **Accident Report:** See *Section 12.7 – Accident Report*
- **Information required for Federal Subawards (2 CFR §200.331(A) (1)):** See *Exhibit B*
- **Subrecipient's Completed FFA Grant Application:** See *Attachment A*.
- **Subrecipient's Completed Budget Form:** See *Attachment B*.

SECTION 4: DEFINITIONS

- 4.1 Attachment:** A document provided by the Subrecipient (application, budget plan, etc.) that is also made part of this agreement and incorporated by reference. See also Exhibit.
- 4.2 MLE:** The federally funded Marine Law Enforcement Program administered by Washington State Parks and Recreation Commission (WSPRC). For purposes of this agreement MLE represents the State of Washington. If MLE ceases to exist or is no longer the state program designated to administer this federal program, then references to MLE will be understood to be the State of Washington.
- 4.3 Equipment.** Equipment means tangible personal property having a useful 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 non-Federal entity for financial statement purposes, or \$5,000.
- 4.4 Exhibit:** A document provided by the MLE Program that is also a part of this agreement and incorporated by reference. See also Attachment.
- 4.5 RBS Officer:** Recreational Boating Safety Officer is a fully commissioned law enforcement officer in Washington State and has the authority to enforce the laws of the state of Washington and local ordinances. The RBS Officer must have attended the Washington state Basic Marine Law Enforcement Academy or an equivalent recognized by MLE.
- 4.6 Boating Safety Inspection:** A full inspection for all safety equipment, vessel registration when required and mandatory boater education compliance when required. The results of the inspection shall be documented through Washington states Statewide Electronic Collision and Ticket Online Records (SECTOR). This may be done at the time of the inspection or when SECTOR is available to the RBS Officer.
- 4.7 Law Enforcement Vessel:** A vessel used by a law enforcement agency and shall be equipped with proper markings showing it to be an official law enforcement vessel.
- 4.8 Recreational Vessel:** Defined in federal regulation 50 CFR 85.11 as a vessel owned and operated primarily for pleasure; or a vessel leased, rented, or chartered to another for recreational use.
- 4.9 Subrecipient:** 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. In this agreement, the subrecipient is the successful applicant with whom Washington MLE awards a Federal Financial Assistance Grant (See 2 CFR 200.93).
- 4.10 Subrecipient Grant Agreement:** Also known as a subaward. Defined in federal regulation as "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal 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 program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (See 2 CFR 200.92).

- 4.11 Small agency:** An agency which services a jurisdiction with a population below 30,000 people as determined by the latest U.S. Census.
- 4.12 Medium agency:** An agency which services a jurisdiction with a population of 30,000 or more and below 100,000 people as determined by the latest U.S. Census.
- 4.13 Large agency:** An agency which services a jurisdiction of over 100,000 people as determined by the latest U.S. Census.
- 4.14 Boating Safety Program approval:** means that the county or local jurisdiction has entered into an agreement with state parks to develop and maintain a boating safety program meeting minimum requirements established by state parks.

SECTION 5: EFFECTIVE DATE AND DURATION

- 5.1 Term.** This Agreement is effective on the date of the last signature and terminates on **September 30, 2022**, or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with *Section 22 - Termination*. See also, *Section 12.3 Useful Life*.
- 5.2 Project Completion.** Final billing for the Project shall be submitted to MLE on or before **October 15, 2022**. Unless approved in writing, MLE shall not be obligated to disburse any payments after this date.
- 5.3 Closeout.** (See 2 CFR § 200.343) MLE will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Subrecipient.

SECTION 6: AUTHORIZED REPRESENTATIVES

- 6.1 WSPRC MLE Program Authorized Representative is:**

Matthew M. Stowers, Marine Law Enforcement Coordinator
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
Matt.Stowers@parks.wa.gov

Backup:
Rob Sendak, Boating Program Manager
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
Rob.Sendak@PARKS.WA.GOV

6.2 Subrecipient's Authorized Representative is:

Sheriff Bill Benedict
Clallam County Sheriff's Office
223 E 4th Street Ste 12
Port Angeles, WA 98362-3000
bbenedict@co.clallam.wa.us
(360) 460-6897

6.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 7: RESPONSIBILITIES OF EACH PARTY

7.1 Responsibilities of Subrecipient:

This project itself is the sole responsibility of Subrecipient. MLE undertakes no responsibilities to Subrecipient, or to any third party, other than as expressly set out in this document. Subrecipient shall be solely responsible for the design, development, implementation, achievement of deliverables and reporting of the project, as those phases are applicable to this project, and solely responsible for any claim or suit of any nature by any third party related in any way to the project.

7.1.1 Project Timeline. The Subrecipient is responsible for maintaining the project timeline for all dates and activities outlined as the Subrecipient's responsibility as identified in the Subrecipient's FFA Grant Application Attachment "A".

The Subrecipient shall complete the approved project no later than **September 30, 2022** as a term of the acceptance of this grant award. The project timeline cannot be extended under the scope of this agreement.

MLE staff shall monitor the activities conducted under the scope of this project on a quarterly basis. Work will be considered complete, only when the following conditions are met:

- The activities described in the Scope of Work and this grant document have been achieved.
- All request for reimbursements have been submitted.
- All reporting through the MLE Statement of Activity Reporting system (SOAR) and SECTOR have been completed
- Appropriate proof of completion has been provided to MLE

If the work is not satisfactorily completed, Subrecipient will be in breach and MLE may, at its discretion, rescind the grant and require repayment of any grant funds already disbursed.

7.1.2 Design Preparation. The Subrecipient shall design a project that will have a reasonably likelihood of positively impacting the reduction of boating accidents, boating injuries, and boating fatalities. Such design shall include applicable items on the Checklist for Plans and Specifications as provided in the Subrecipient's MLE Grant Application (Attachment "A").

7.1.3 Purchase. The Subrecipient shall make no purchases in excess of \$2,500.00 without prior written authorization by MLE. All purchases must be in the furtherance of recreational boating safety and must adhere to the guidelines set out in the in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants manual. (Attachment "C").

7.1.4 Periodic Inspections. Subrecipient hereby grants to the Recipient, or its authorized representative, a right, equal in time to six years from the date of the last signature on this document, to enter upon Subrecipient's property as deemed necessary by the Recipient for inspection documents and any equipment. These periodic inspections are intended to ensure continued compliant use of the awarded funds toward recreational boating safety enforcement and education. materials, products, and workmanship to the original approved plans and specifications. These inspections require a 30-day advance notification to the Subrecipient of such inspection or access.

7.1.5 Commercial and Other Uses.

- a. For purposes of this *Section 7 – Responsibilities of Each Party*, Commercial Use means any activity on or affecting the Project that was not described in the Subrecipient's proposal, or not approved in writing by MLE, where the Subrecipient:
 - 1. has financial profit as a goal,
 - 2. charges any fees or receives any benefit to provide services, supplies or goods, or
 - 3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
- b. Subrecipient must restrict use of the Project funds to only recreational boats boating safety enforcement and education.

7.1.6 Publications & Advertising. The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *"Partial funding was through the Washington State Parks and Recreation Commission Marine Law Enforcement Program, and in cooperation with U.S. Recreational Boating Safety Act."*

7.1.7 Project Sign. The Subrecipient may post in a conspicuous location on the vessel, a sign identifying WSPRC, may, Federal Agency's and specific federal grant program's participation in the Project.

The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *"Partial funding for this project was provided by the Washington State Parks Marine Law Enforcement Program. This program is funded by the U.S. C.G. through the Sport Fish Restoration and Boating Trust Fund, which*

is financed by your purchase of motorboat fuels and fishing equipment.”

7.1.8 Public Access to Project. During the term of this Agreement the Subrecipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

7.1.9 Payments. Subrecipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor or materials for the Project;
- b. All employers, including Subrecipient that employ subject workers shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption. Subrecipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against WSPRC, due to any construction or maintenance activities at the Project.

7.1.10 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

7.1.11 Indemnification by Subrecipient's Contractors. For purposes of this Section 7.1.11 – *Indemnification by Subrecipient's Contractors* the term “contractor” means actors downstream of the Subrecipient whether it be a contractor, a subcontractor, or downstream subrecipient of the Subrecipient. The Subrecipient shall take all reasonable steps to cause its contractor(s) to indemnify, defend, save and hold harmless the State of Washington and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all claims.

7.2 Responsibility of Marine Law Enforcement Program (MLE):

7.2.1 MLE shall pay Subrecipient as described in *Sections 8 – Conditions to Disbursement* and *Section 9 – Reimbursement and Payment Terms*.

SECTION 8: CONDITIONS TO DISBURSEMENT

8.1 Eligible project expenses include only those items from the list below that are in your approved project budget:

8.1.1 Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission.

-
- 8.1.2 RBS salaries to include time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington state and who have completed an RBS courses acceptable to State Parks (BMLE or equal).
 - 8.1.3 Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington state, and who have not completed a BMLE course is acceptable **ONLY** when working with an RBS trained officer **AND** when the agency has a written "two-officer policy for officers on marine patrol for the purpose of officer safety.
 - 8.1.4 Providing instructors for the *Adventures in Boating* course that qualifies graduates for the required mandatory boater education card. Cost may include classroom supplies, light refreshments, other goods and services necessary to promote and teach classes, and officer salaries, benefits and wages. Officer salaries will only be reimbursed for those officers who have successfully completed State Parks *Adventures in Boating Instructor Training Class* and are listed on our files.
 - 8.1.5 RBS training as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment "C")
 - 8.1.6 RBS Equipment as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment "C"). Any equipment expenditures over two thousand two hundred and fifty dollars (\$2,250.00) must receive authorization from state parks prior to purchase.
 - 8.1.7 Educational publications which promote RBS education that are already prepared or the creation, design and printing of publications
 - 8.1.8 Promotion of *Adventures in Boating* classes, including presentation materials, light refreshments and room rental for classes.
 - 8.1.9 Other items as deemed by MLE to be necessary to complete the project
 - 8.1.10 Support of the Basic Marine Law Enforcement Academy by agencies who provided MLE recognized instructors

8.2 Non-Allowable Costs and Expenditures.

- 8.2.1 Bullet proof vests are beneficial, however, equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of the RBS program mission and is considered a local agency responsibility to purchase.
- 8.2.2 Equipment used in recover operations (dive equipment, etc.) while being used in an RBS search or investigation mode are 100% eligible. Once this equipment is used for recovery operations it must be prorated between RBS missions and recovery missions.
- 8.2.3 Handheld or portable night vision, FLIR or thermal imaging devices are a 100% allowable expense while in RBS patrol, search or investigation mode. Once this equipment is used for recovery operations it must be prorated. Permanently mounted and electrically wired FLIR and thermal imaging devices are 100% allowable expenses.

8.2.4 Homeland Security missions (weapons, etc.), or any other equipment determined as unrelated by the boating program is not an allowable expense.

8.2.5 Firefighting equipment is not an allowable expense.

8.2.6 Any equipment or vehicles not 100% dedicated to the RBS mission must be prorated, documenting the amount of time the equipment or vehicle was dedicated to the program.

8.2.7 Operating costs for law enforcement vessels boats (staff, fuel, fluids, repairs, maintenance) or operating costs for boats used to service floating restrooms (staff, fuel, fluids)

8.2.8 Documented staff or contract labor associated with routine custodial and non-routine maintenance and repairs, the cost of that person operating or maintaining the system.

8.2.9 Other items as deemed by MLE to be necessary to complete the project

8.3 Conditions Precedent to Any Reimbursement. MLE shall not be obligated to disburse any of the grant funds to reimburse the Subrecipient for Project costs hereunder unless MLE has received from the Subrecipient:

- a. Prior to Project plans, specifications, and cost estimate(s), statement of work, request for proposal or other documentation for the Project, documents must be in form and substance satisfactory to MLE;
- b. Reimbursement Requests must be submitted on the approved MLE Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash or in-kind contributions as set forth in *Section 7 – Responsibilities of Each Party* and *Section 9 – Reimbursement and Payment Terms*.

Supporting documents must:

- Be numbered in the upper right corner and correspond to the “Document #” column on your Reimbursement Request Form
- Be dated. The date of the invoice must be within the period of performance of this award
- Have Subrecipient’s business name clearly identified
- Clearly identify the cost and the amount paid & show zero-balance due

If a receipt, invoice, or statement includes expenses not related to the MLE project, those costs must be highlighted and noted as “ineligible costs”.

- c. MLE will reimburse Subrecipient for eligible activities only after MLE has accepted the work as complete—expenditure as an allowable cost and all proper documents have been submitted with the reimbursement request. Reimbursement requests must be submitted on a quarter basis and during the quarter that the expenditure has taken place. Reimbursement from MLE shall not exceed fifty percent (50%) of the total project cost from eligible grant expenses. Total reimbursement under this grant agreement shall not exceed the award amount of **\$12,526.80**.

-
- d. MLE will reimburse Subrecipient up to an additional \$5,000.00 who supply a recognized BMLE instructor for 80 hours. For instructor services less than 80 hours, a sum of \$500.00 per day will be awarded. The additional award is available for use commencing on June 1, 2022.
 - e. The Subrecipient may not exceed the approved budget which was proposed by the Subrecipient as part of the Subrecipient's Subrecipient Grant Application that was accepted by MLE. The Subrecipient's budget is attached to this agreement (Attachment "B"). If the Subrecipient would like to change the allocations of funds to the original budget, a budget amendment request must be sent in writing via email to MLE in advance of the expense being incurred.
 - f. If a boat, a vehicle, or equipment is used partially for other purposes, costs must be pro-rated for that portion of their use that is for Recreational Boating Safety Act purposes.

8.4 Conditions Precedent to Partial Progress Payment(s). MLE shall not be obligated to make partial progress reimbursement payment(s) hereunder until the appropriate supporting documentation and reimbursement form has been submitted no less than on a quarterly basis of the percentage of Project completion has have been received, reviewed and approved by MLE. In no event shall MLE disburse more than fifty percent (50%) of the amount indicated in *Section 9.2 – Grant Funds* as progress payments.

8.5 Conditions Precedent to Final Payment. MLE shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by MLE, has been received reviewed and approved by MLE; and
- b. Subrecipient provides summary of work achieved pursuant to the SOW as provided with the grant application to MLE with funding the Project; and
- c. Inspection and approval of the Project by MLE Program staff.

SECTION 9: REIMBURSEMENT AND PAYMENT TERMS

9.1 Federal Fund Approval. MLE has received a grant from the United States Department of Homeland Security, United States Coast Guard as described pursuant to 2 CFR 200.331 on Exhibit B. In accordance with 2 CFR 200.330, MLE's determination is that the other party to this contract is a subrecipient and is therefore a subrecipient of federal funds.

9.2 Grant Funds. Upon approval by its governing body or bodies, MLE shall provide federal grant funds in the amount of **\$12,526.80** to the Subrecipient to fund the Project.

9.3 Match. The Subrecipient shall contribute at least twenty-five (25%) of the total project cost as cost sharing or non-federal match as described in the approved project budget. Such cost sharing or match may be provided as cash costs or in-kind services provided such services are reasonable and necessary for grant purposes. Vessel Registration Fees cannot be used as match. These are non-reimbursable items. Allowability of any cost sharing or match shall be determined in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

The Subrecipient shall maintain records that adequately document the valuation of non-

federal match/in-kind services in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Subrecipient shall submit a summary of the valuation to MLE. Further instruction on adequate valuation of match expenses can be provided by contacting the Marine Law Enforcement Coordinator or the Program Manager.

9.3.1 Matching Cash Funds. The Subrecipient shall contribute the total sum of **\$3,131.70** in cash or in-kind match. It is understood that match cannot be from another federal source and are non-reimbursable costs. In addition, **Vessel Registration Fee funds cannot be used as match**; however, in-kind match as reported in the VRF Expenditure Report can.

9.3.2 Matching Non-cash Resources. Non-cash resources, in-kind; match is allowable under the FFA grant. Any expenditure the subrecipient incurs in support of their recreational boating safety program can be used as non-cash match.

9.4 Allowable Costs. All costs charged by the Subrecipient must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project and submitted for reimbursement during the quarter which the costs are incurred. The costs also must be allowable and well documented, in conformance with specific federal requirements (50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

9.5 Payments. After the Subrecipient awards the contract for the Project, and activities commence, MLE shall, upon receipt of the Subrecipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to MLE, disburse funds to the Subrecipient in accordance with *Section 8 - Conditions to Disbursement*.

Subrecipient may request reimbursements no less than on a quarterly basis and during the quarter for which the expenditures have been incurred for project expenses. Reimbursement shall take place after Subrecipient submits a properly completed Reimbursement Request Form (provided by MLE), along with required supporting documentation. Requests shall only be allowed when requested on the proper forms provided by MLE, reference this agreement number and accompanied with appropriate supporting documentation.

Subrecipient shall be reimbursed for the actual project costs incurred, up to the total reimbursement amount defined above as long as grant funds remain available. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures are for allowable purposes and that documentation is readily available to verify that such charges are accurate. The burden of proof lies with the subrecipient to provide clear information as to the expense and form of payment.

9.6 Cost Overruns. Cost overruns are the responsibility of Subrecipient and must be borne by Subrecipient.

9.7 Overpayment. In the event that the aggregate amount of MLE's interim progress payments to the Subrecipient exceeds the allowable reimbursable costs of the Subrecipient for the Project, the Subrecipient agrees to refund to MLE the amount paid in excess of such allowable expenses within thirty (30) days of **September 30, 2022**.

9.8 Offset or Reduction. The Subrecipient agrees that payment(s) made by MLE under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by MLE not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Subrecipient shall pay MLE the amount of such excess within 30 days after written notice of disallowed costs is provided by MLE.

9.8.1 Entertainment Costs. In accordance with 2 CFR 200, the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities and alcoholic beverages are not allowable expenses.

9.8.2 Prior Costs. MLE will not reimburse Subrecipient for any costs incurred prior to the effective date of this agreement **October 1, 2021**.

SECTION 10: REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to MLE that:

10.1 Subrecipient is a law enforcement agency, duly organized and validly existing. Subrecipient has the power and authority to enter into and perform this Agreement.

10.2 The making and performance by Subrecipient of this Agreement (a) have been duly authorized by Subrecipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement, other than those that have already been obtained.

10.3 This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient enforceable in accordance with its terms.

10.4 Subrecipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Subrecipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and

10.5 Subrecipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement. The representations and warranties set forth in this *Section 10- Representation and Warranties* are in addition to, and not in lieu of, any other representations or warranties provided by Subrecipient.

SECTION 11: GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between MLE or any other agency or department of the State of Washington, or both, and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Superior Court for Thurston County, State of Washington; provided, however, if a Claim MUST be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the Western District of Washington. In no event shall this *Section 11 – Governing Law and Consent to Jurisdiction* be construed as a waiver by the State of Washington of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 12: EQUIPMENT: OWNERSHIP, MAINTENANCE, USEFUL LIFE & DISPOSAL

12.1 Ownership Of Equipment. Except as otherwise provided herein, Subrecipient shall retain ownership of equipment purchased pursuant to the terms of the grant. Subrecipient may not, during the term of the grant, transfer or convey its ownership interest in the equipment. Subrecipient shall not at any time during the term of the grant convert any facility equipment which was acquired pursuant to the grant to a use other than those for which the assistance was originally approved.

Equipment purchased with Recreational Boating Safety Act funds shall be used only for the purpose for which it was purchased and no other purpose, whether or not the Subrecipient continues to be supported by Recreational Boating Safety Act grant funds.

Observed/reported incidents of unauthorized use of MLE equipment shall be addressed by the following:

- 1) Any observed/reported incident of unauthorized use of MLE funded vessels will be followed-up by MLE communication with the Subrecipient. MLE may conduct site visits or contact area boaters for supplemental information as necessary.
- 2) In those instances where the MLE determines that an unauthorized use of a MLE funded vessel has occurred, the MLE will provide written notification to the operator of its determination with a warning that continued misuse or abuse of MLE-funded vessels and equipment may result in:
 - a) the removal of misused equipment from the facility; and/or
 - b) an assessment against the operator for reimbursement of the federal contribution against the current market value of the vessel.

12.2 Title. Title to equipment purchased under this Agreement shall vest in the Subrecipient. If the Subrecipient determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this award period and any extensions thereof, the Subrecipient shall inform MLE in writing within 30 days of such determination. Such equipment shall be transferred by the Subrecipient to a third party approved by MLE for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to another state parks RBS approved

law enforcement agency in accordance with this provision, the equipment shall either be returned to MLE for use for grant purposes, or it shall be disposed in accordance with 50 CFR Part 85; and 2 CFR Part 200.

12.3 Useful Life. Beyond the acquisition grant period of performance and throughout the duration of the equipment's useful life, the equipment must continue to be used in the program or project for which it was acquired, as Recreational Boating Safety Act Program. When no longer needed for the original program or project, equipment may be used in other activities in the following order of priority:

- a. Activities supported under a Federal award from the Federal awarding agency which funded the original program or project; then
- b. Activities under Federal awards from other Federal awarding agencies; then
- c. Any activities consistent with the administration of the Washington State Parks and Recreation Commission.

12.4 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership) unless/until released by the MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

12.5 Use and Maintenance. The Subrecipient shall operate and maintain the equipment, purchased, constructed, installed, renovated, operated, repaired, or maintained with MLE grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such conditions include:

- 12.5.1** Subrecipient shall operate and maintain grant funded equipment in accordance with all applicable Federal, State and local laws, orders, regulations and permits.
- 12.5.2** Operation shall include having trained personnel available to facilitate operation of the equipment and a schedule for maintenance.
- 12.5.3** Law Enforcement vessels shall be operated by trained personnel with a valid State of Washington Boater Education Card or equivalent and be a graduate of state parks Basic Marine Law Enforcement Academy or equivalent.
- 12.5.4** Law Enforcement vessels shall be equipped with all federally required safety equipment and provide and ensure appropriate personal flotation devices are worn at all times when on the vessel or dock.
- 12.5.5** All law enforcement vessels shall have a routine schedule for maintenance.
- 12.5.6** As a condition of receiving the grant funds, Subrecipient shall actively maintain the vessel for

the **full design life** of the equipment provided from this grant.

12.5.7 Subrecipient shall be responsible for all operation, maintenance, and repair of all vessels and equipment provided from this grant.

12.6 Equipment Replacement.

When original or replacement equipment acquired under this award is no longer needed or the Subrecipient is no longer able to support the RBS mission and the disposition occurs during the grant period, disposition of the equipment shall be made as follows:

- The equipment may be transferred at no cost to another law enforcement agency with a state parks approved marine law enforcement program (e.g., city or county law enforcement agency) if such equipment will remain in use and be dedicated to the MLE program. The conditions for such transfer shall be stipulated by the MLE and shall include the same requirements as those imposed in the original grant. Any cash or in-kind match paid when the equipment was originally purchased will be forfeited in total.
- If the equipment cannot be transferred to another law enforcement agency with a state approved marine law enforcement program, it must be sold at the discretion of the MLE, and the Subrecipient shall pay MLE the proceeds of the sale or the fair market value of the equipment, whichever is the greatest.

12.6.1 Equipment Breakdown

In the event an equipment breakdown occurs during the grant period, Subrecipient shall notify MLE within ten (10) working days of breakdown. The equipment must be repaired and fully operational within thirty (30) working days after the breakdown where the breakdown can be remedied with normal expected repairs for one thousand dollars (\$1000) or less. For repairs greater than one thousand dollars (\$1000) the equipment must be fully operational within sixty (60) days after the breakdown. A written report for all breakdowns must be submitted via email to MLE within two (2) weeks of the breakdown describing the problem(s), repair(s), and the cost(s).

A failure to notify MLE of an equipment breakdown and plan for repairs may result in the withholding of grant funds.

12.7 Accident Report

Subrecipients or Subrecipient's staff involved in an accident must remain at the scene and assist any other vessel or person involved, if possible, without endangering their safety, their own vessel or the people aboard.

SECTION 13: OWNERSHIP OF WORK PRODUCT

13.1 As used in this Section 13 – Ownership of Work Product and elsewhere in this Agreement, the following terms have the meanings set forth below:

13.1.1 Project Ownership. MLE acknowledges and agrees that the Project is the exclusive property of the Subrecipient. MLE is neither responsible nor liable in any manner for the construction, operation or maintenance of the Project.

- 13.1.2 Special Survivorship Note:** Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership), unless/until released by MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

SECTION 14: NO DUPLICATE PAYMENT

The Subrecipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Washington, including, but not limited to the Washington State Parks Recreation Commission, or the United States of America or any other party.

SECTION 15: CONTRIBUTION ON THIRD PARTY CLAIMS

- 15.1** If any third party makes any claim or brings any action, suit or proceeding alleging against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this *Section 15 – Contribution on Third Party Claims* and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this *Section 13 – Ownership of Work Product* with respect to the Third-Party Claim.
- 15.2** With respect to a Third Party Claim for which MLE is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), MLE shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of MLE on the one hand and of Subrecipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of MLE on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. MLE's contribution amount in any instance is capped to the same extent it would have been capped under Washington law if the State had sole liability in the proceeding.

- 15.3** With respect to a Third Party Claim for which Subrecipient is jointly liable with MLE (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by MLE in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of MLE on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of MLE on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Washington law if it had sole liability in the proceeding.

SECTION 16: SUBRECIPIENT DEFAULT

Subrecipient will be in default under this Agreement upon the occurrence of any of the following events:

- 16.1** Subrecipient fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 16.2** Any representation, warranty or statement made by Subrecipient in this Agreement or in any documents or reports relied upon by MLE to measure the delivery of services, the expenditure of funds or the performance by Subrecipient is untrue in any material respect when made;
- 16.3** Subrecipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 16.4** A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Subrecipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (c) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 17: INDEMNIFICATION

Subrecipient shall hold harmless, save harmless, indemnify, and defend at the Subrecipient's expense the State of Washington, Commission, its officers, employees, successors and assigns against any and all damages and/or losses arising out of Subrecipient's use of, or presence or activity in, the facilities, including those arising out of the use or operation of equipment or facilities or as a result of the conduct of Subrecipient's programs, or from the conduct of Subrecipient's employees or agents, or damages or vandalism to facilities by third-parties, contracted or participating in Subrecipient's programs, events or activities.

SECTION 18: LIABILITY INSURANCE

- 18.1** The Contractor may provide the required coverage under a self-insured/liability pool or self-insured risk management program. The Contractor shall provide to State Parks a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such summary of coverage and letter of self-insurance will additionally be provided on the anniversary of the start date of this Agreement if the agreement is for more than twelve months.
- 18.2** All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractors participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

SECTION 19: REMEDIES

- 19.1** In the event Subrecipient is in default under *Section 16 – Subrecipient Default* MLE may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under *Section 22 - Termination*, (b) reducing or withholding payment for work or Work Product that Subrecipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Subrecipient to perform, at Subrecipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under *Section 20 – Recovery of Overpayments* (which is in addition to the remedies provided in *Section 9.7 - Overpayment*), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

19.2 In the event MLE terminates this Agreement under *Section 22.1 – Termination for Convenience*, *Section 22.2 Termination for Inefficiency*, *Section 22.3 – Termination Because of Non-Appropriation or Project Ineligibility*, or *Section 22.4 – Termination for Default*, Subrecipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by MLE, for work completed and accepted by MLE within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, less any claims MLE has against Subrecipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by MLE, for authorized expenses incurred, less previous amounts paid for the deliverable and any claims that MLE has against Subrecipient. In no event will MLE be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Subrecipient exceed the amount due to Subrecipient under this *Section 19.2*, Subrecipient shall promptly pay any excess to MLE.

SECTION 20: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in *Section 9.7 - Overpayment*, if payments to Subrecipient under this Agreement, or any other agreement between MLE and Subrecipient, exceed the amount to which Subrecipient is entitled, MLE will not reimburse any further claims. In addition, MLE will require repayment of any over payments as reflected in Section 9.7 of this agreement. may, after notifying Subrecipient in writing, withhold from payments due Subrecipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 21: LIABILITY

THE SUBRECIPIENT SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION, EXPIRATION, OR SUSPENSION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 22: TERMINATION

22.1 Termination for Convenience. The Subrecipient may terminate this Agreement at any time upon thirty (30) days prior written notice to MLE; provided, however, that the Subrecipient shall, within thirty (30) days of such termination, reimburse MLE for all funds contributed by MLE to the Project; provided further that until the Subrecipient has fully reimbursed MLE for such funds, the Subrecipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of 12 percent (12%) per annum, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days MLE may turn any delinquent debt over for collection.

22.2 Termination Because of Inefficiency. Use of federal funds demands good stewardship. MLE in an ongoing basis will be monitoring the performance of the subrecipient through the subrecipient's reporting into the MLE Statement of Activity Reporting system. If in MLE's opinion, these metrics demonstrate poor stewardship the Agreement will be terminated. If feasible, MLE may work with the Subrecipient and give the Subrecipient an opportunity to improve the metrics to what MLE believes is a healthy metric.

22.3 Termination Because of Non-Appropriation or Project Ineligibility. MLE, as provided in *Section 33 - Force Majeure*, may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Subrecipient, may modify or terminate this Agreement if:

- a. MLE fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Subrecipient has no other lawfully available funds, then the Subrecipient may terminate this Agreement at the end of its current federal fiscal year, with no further liability to MLE. The Subrecipient shall deliver written notice to MLE of such termination no later than 30 days from the determination by the Subrecipient of the event of non-appropriation. MLE shall pay for all authorized Project costs expended up to the date of written notice of termination.

22.4 Termination for Default. MLE, at any time upon 30 days prior written notice of default to the Subrecipient, may modify or terminate this Agreement if:

- a. The design and implementation, of the Project is not pursued with due diligence; or
- b. The Project is not permissible under federal, state, or local law; or
- c. The Subrecipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- d. The Subrecipient, without the prior written approval of MLE uses the funds provided by MLE hereunder to pursue any project other than the Project described in the final project approved by MLE; or
- e. During the term of this Agreement, the Subrecipient fails to perform any obligation or requirement of this Agreement.
- f. The Subrecipient defaults under any other agreement between the Parties.

22.5 Rights and Remedies.

- a. The Subrecipient shall, within 30 days of its receipt of a notice of default, reimburse MLE for all funds contributed by MLE to the Project. Further, MLE shall have any and all rights and remedies available at law or in equity.

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- b. In the event that Subrecipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating MLE's grant or cause or requires MLE to return funds to the Federal Funding Agency, Subrecipient will return to MLE an amount equal to the funds which MLE is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 23: NONAPPROPRIATION

MLE's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon MLE receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow MLE, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement.

SECTION 24: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

This agreement may be amended only by mutual agreement of the parties in writing. Formal written amendment of the contract is required for changing the terms and conditions specifically stated in the original agreement and any prior amendments, including but not limited to:

- Budget revisions
- Scope of work
- Change in due dates
- Extensions of the period of performance
- Any other revisions determined material by MLE

SECTION 25: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address or to such other addresses as either Party may indicate pursuant to this *Section 24 - Amendments*. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered.

SECTION 26: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under *Section 11 – Governing Law and Consent to Jurisdiction*, *Section 13 – Ownership of Work Product*, *Section 20 – Recovery of Overpayments*, *Section 21 – Limitation of Liability*, and *Section 26 - Survival* hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 27: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 28: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 29: COMPLIANCE WITH LAW

29.1 Compliance with Law Generally. Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Subrecipient and the Agreement.

29.2 Penalty of Perjury. By its execution of this Agreement, Subrecipient certifies under penalty of perjury under the laws of the state of Washington the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement.

29.3 Tax Compliance. Subrecipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Subrecipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this *Section 29.3 – Tax Compliance*, “tax laws” includes: (i) All tax laws of this state; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, to Subrecipient’s property, operations, receipts, or income, or to Subrecipient’s performance of or compensation for any work performed by Subrecipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, or to goods, services, or property, whether tangible or intangible, provided by Subrecipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this *Section 29 – Compliance With Law* constitutes a material breach of this Agreement. Any failure to comply with Subrecipient’s certifications shall constitute a material breach of this Agreement. Any failure to comply shall entitle MLE to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

29.3.1 Termination of this Agreement, in whole or in part, this is in addition to any remedies available under *Section 22 - Termination*.

29.3.2 Offsetting against any amount owed to Subrecipient, and withholding of amounts otherwise due and owing to Subrecipient, in an amount equal to State's setoff right, without penalty; and

29.3.3 Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. MLE may recover any and all damages suffered as the result of Subrecipient's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

The state of Washington may take any and all actions permitted by law relative to the collection of taxes due to the state of Washington or a political subdivision, including (i) garnishing the Subrecipient's compensation under this Agreement or (ii) exercising a right of setoff against Subrecipient's compensation under this Agreement for any amounts that may be due and unpaid to the state of Washington.

These remedies are cumulative to the extent the remedies are not inconsistent, and MLE may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 30: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Subrecipient is not an officer, employee, or agent of the state of Washington.

SECTION 31: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Washington Legislative Assembly, elected official of the state of Washington, or official, agent, or employee of the state of Washington, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the state of Washington shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 32: INTENDED BENEFICIARIES

MLE and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 33: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. MLE may terminate this Agreement upon written notice to Subrecipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 34: ASSIGNMENT AND SUCCESSORS IN INTEREST

Subrecipient may not assign or transfer its interest in this Agreement and any attempt by Subrecipient to assign or transfer its interest in this Agreement will be void and of no force or effect.— The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A and the sub grant shall:

- a. If the contract is not to a unit of Washington State government, the contract shall require the Subrecipient to indemnify, defend, save and hold harmless the state of Washington and its officers, employees, and agents (“indemnatee”) from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort, caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“claims”). It is the specific intentions of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

SECTION 35: SUBCONTRACTS & SUB-AWARDS

Subrecipient shall not, without MLE’s prior written consent, enter into any subcontracts or follow-on sub-recipient sub-awards (work carried out by parties other than the Subrecipient) for any of the work required of Subrecipient under this Agreement. Subrecipient’s consent to any contract, subcontract, sub-award will not relieve Subrecipient of any of its duties or obligations under this Agreement.

SECTION 36: TIME IS OF THE ESSENCE

Time is of the essence in Subrecipient’s performance of its obligations under this Agreement.

SECTION 37: MERGER AND WAIVER

This Agreement and all Exhibits and Attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

Failure by MLE to insist upon the strict performance of any provision of this agreement shall not affect MLE’s right to require strict performance of the same provision in the future or any other provision. Failure by MLE to exercise any right based upon a breach, or acceptance by MLE of performance during such breach, shall not constitute a waiver of any of its rights or remedies with respect to such breach.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 38: RECORDS MAINTENANCE AND ACCESS

Subrecipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that Washington State Parks and Recreation Commission and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

SECTION 39: HEADINGS

The headings and captions to sections or subsections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 40: INCORPORATION BY REFERENCES AND ORDER OF PRECEDENCE

The table below reflects the documents that are incorporated by reference (whether attached or not) and the order of precedence should there be a conflict between the parts of document or other documents incorporated by reference. The lower the number, the higher the precedence. Where two or more documents address a point or concept but are not in conflict, they should be read as supplemental, additive, and/or cumulative.

Precedence	Document
1 (highest)	United State of America Laws or Rules AND Washington State Laws and Rules
2	Amendments to any of the documents listed below shall control over the earlier version of that same document or earlier amendment to that same document.
3	EXHIBIT A - FEDERAL COMPLIANCE TERMS
4	EXHIBIT B - INFORMATION REQUIRED BY 2 CFR §200.331(A) (1)

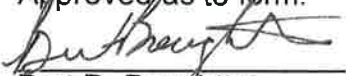
5	EXHIBIT C – 2 CFR 200, Appendix II - TERMS
6	ATTACHMENT A - SUBRECIPIENT'S MLE GRANT APPLICATION & BUDGET FORM
7	ATTACHMENT B - SUBRECIPIENT'S COMPLETED BUDGET FORM
8	ATTACHMENT C – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL REGISTRATION FEES AND FEDERAL ASSISTANCE GRANTS
9	ATTACHMENT D – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS

SECTION 41: SIGNATURES

This Agreement, which includes incorporated documents, is executed by the persons signing below who warrant under penalty of perjury under the laws of the State of Washington that they have read and understood the document and find it to be legal, valid, and a binding obligation, enforceable according to its terms, and have the authority to execute the contract.

Clallam County Sheriff's Office 223 E 4th Street Ste 12 Port Angeles, WA 98362-3000	Washington State Parks and Recreation Commission PO Box 42650 Olympia, WA 98504-2650
Print: <i>mark Ozias</i>	Print:
Sign:	Sign:
Title: <i>Chair of the Board</i>	Title: Contracts, Grants, Procurement Manager
Email:	Email: ContractsAndProcurement@parks.wa.gov
Date:	Date:
Place:	Place: Tumwater, WA

Approved as to form:



Bert D. Boughton
Deputy Prosecuting Attorney

EXHIBIT A: FEDERAL COMPLIANCE TERMS

I. Grant Subrecipient Compliance Requirements:

A. Subrecipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).

B. Subrecipient to comply with Assurances – Construction Programs (Standard Form 424D)

C. Pursuant to 2 CFR Part 170, MLE will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

II. Federal Terms and Conditions:

Subrecipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Subrecipient, and Subrecipient shall also include these contract provisions in its contracts with non-Federal entities.

3. Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to MLE within 30 days of completion.

B. Cost Principles 2 CFR Part 200, Subpart E

C. Central Service Cost Allocation Plans Appendix V to Part 200

D. Indirect Cost Proposals Appendix VII to Part 200

E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Subrecipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by MLE.

G. Eligible Workers. Subrecipient shall ensure that all employees complete the I-9 Form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Subrecipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the Subrecipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the Subrecipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the Subrecipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
4. Coastal Zone Management Act (which requires Subrecipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).'
5. Wild and Scenic Rivers Act (which requires the Subrecipient to protect components or potential components of the national wild and scenic rivers

system). (16 USC Chapter 28, Sections 1271 et seq.)

6. Historic Preservation Act, E.O. 11593 (which requires Subrecipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).

7. Endangered Species Act (which requires the Subrecipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).

8. Marine Mammal Protection Act (which Requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25

2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170

3. Award Term for Trafficking in Persons (applicable to private entity subrecipients) 2 CFR Part 175

4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400

5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401

6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

7. 41 U.S.C. 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Subrecipient, Subrecipient's contractor, or Subrecipient's sub-recipient(s) (however many levels), and their contractors award contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The Subrecipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold

related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.

EXHIBIT B: INFORMATION REQUIRED BY 2 CFR §200.331(A) (1)

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): **Clallam County Sheriff's Office**
- (ii) Subrecipient's DUNS number: 075739235
- (iii) Federal Award Identification Number (FAIN): 3321FAS21053
- (iv) Federal Award Date: 10/1/2021
- (v) Sub-award Period of Performance Start and End Date: From 10/1/2021 to 9/30/2022
- (vi) Total Amount of Federal Funds Obligated by this Agreement: **\$12,526.80**
- (vii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **\$12,526.80**
- (viii) Federal award project description: Marine Law Enforcement Federal Financial Assistance Grant
- (ix) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: United States Coast Guard
 - (b) Name of pass-through entity: Washington State Parks and Recreation Commission
 - (c) Contact information for awarding official of the pass-through entity:
boatingprogram@parks.wa.gov
- (x) CFDA Number and Name: Federal Boat Safety Act 92-75
- (xi) Is Award R&D? No
- (xii) Indirect cost rate for the Federal award: NA %

**For the purposes of this Attachment, the term "pass-through entity" refers to Washington MLE Grant Program.*

EXHIBIT C: 2 CFR 200, APPENDIX II - TERMS

Provisions for Non-Federal Entity Contracts Under Federal Awards (current as of 20200717)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited

from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Intergovernmental Agreement

ATTACHMENT "A": SUBRECIPIENT'S FFA GRANT APPLICATION

ATTACHMENT "B": SUBRECIPIENT'S COMPLETED BUDGET FORM NA

Washington State Parks & Recreation Commission - Recreational Boating Program

Federal Financial Assistance Grant Program Application

Application Year: 2,022

Agency Name: Clallam County Sheriff's Office

PREVENTION PLAN PART 1 - ASSESSMENT, IDENTIFICATION, GOALS

High Priority Boating Risks and Hazards

High Priority Boating Risks & Hazards	Data / Professional Judgement	Comments
2. Weather - With the shorter fishing seasons fishermen are going out in weather conditions that they normally wouldn't have done in the past.	The Strait of Juan de Fuca and the Pacific Ocean can be a rapid changing environment that can overcome inexperienced or experienced operators and/or their boats.	The one fatality and the four reportable accidents (2016) involved individuals that did not reside in Clallam County. Of the twelve non-reportable accidents, three of them involved individuals that reside in Clallam County. The boating fatality in 2018 involved a resident of Clallam County who had some passengers from out of the area. In 2019, there were two boating fatalities in Clallam County. Poor weather and high seas were a contributing factor to one of the boating fatalities. Alcohol, poor lighting, and inattention were contributing factors in the second boating fatality. In 2020, the CCSO Boating Unit investigated five boating accidents by July; one accident resulting in a fatality and another accident involving

		critical, life-threatening injuries.
There are four identified risks and hazards that are contributing factors to reported boating accidents. 1. Operator inexperience - individuals that have minimal experience operating boats or kayaks in Clallam County	Professional Judgment: Individuals that reside outside of Clallam County and or boat and fish in Clallam County are our highest risk group of boaters.	In 2017, the Clallam County Sheriff's Office responded to five boating accidents. Three of those accidents did not require a report. In 2016, The Clallam County Sheriff's Office Marine Unit responded to 16 reported boating accidents. There was one fatality, four reportable accidents, and twelve non-reportable accidents. In 2018, there was one boating fatality in the Straits of Juan De Fuca. The boating accident was investigated by a Patrol Deputy after the incident had occurred. In 2019, our Marine Unit investigated two boating fatalities in our jurisdiction and three overall boating accident reports. In 2020, the CCSO Marine Unit investigated seven boating accidents; one accident involving a fatality and another with critical, life-threatening injuries. In 2021, the CCSO Marine Unit only investigated two boating collisions with one being a presumed fatality being they are still missing at sea.
4. Equipment Failures - These accidents were the result of failures of through hull fittings, bilge pumps or loss of power	see above	Since 2015, the majority of reported accidents involved individuals that resided outside of Clallam County.
3. Navigation Errors - The majority of these are groundings by individuals that are not familiar with the area or boats that were maneuvering in	Recreational boaters that are operating small crafts in open and unprotected waters, at times are going to encounter mishaps.	In 2015, the Clallam County Marine Unit responded to fourteen reported boating accidents which included three fatalities, four reportable

confined areas.		accidents, and ten non-reportable accidents. In 2020 and 2021, the CCSO Marine Unit investigated nine boating accidents with two of those accidents resulting in fatalities.
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High Priority Audiences

Description of Audience	Why is this Audience a Priority?	Comments
The boating community that is most at risk are individuals that do not reside in Clallam County and transit through the area for fishing and/or kayaking in the Strait of Juan de Fuca and the Pacific Ocean. These individuals are operating their vessels in unfamiliar, open, unprotected waters that are very susceptible to rapidly changing weather conditions, which can tax their vessels, equipment and knowledge.	Clallam County is known as a salt water fishing destination. There are also a number of boats that transit the Strait of Juan de Fuca enroute to the Pacific Ocean, Puget Sound, and the San Juan Islands or Alaska. Approximately 70% to 90% of all boater that the marine unit contacts reside outside of Clallam County. All the fatalities that reported in 2016 and 2015 involved individuals that did not reside in Clallam County.	The most effective way to contact and influence this segment of recreational boaters is with the on-water patrols, safety inspections and educational outreach events. In 2022, the CCSO Marine Unit intends to increase patrols on Lake Sutherland where there is a request for more law enforcement presence due to a wake boat dispute. The CCSO Marine Unit conducts patrols mainly in July and August on Lake Sutherland and we typically encounter kayakers and recreational boaters with various experience levels. In 2021, CCSO Marine Deputies found that several kayakers were without a sound device and were educated accordingly. The CCSO Boating Unit intends to post signs, provide educational pamphlets, and increase presence to ensure everyone is boating safely.

PREVENTION PLAN PART 1 - TASKS, TACTICS, MEDIA

Patrol Plans / Emphasis Patrols / Enforcement Policies

Activity	Time Frame	Patrol Hour Goal	Inspection Goal	Comments	Type
Schedule patrols	June through	120.00	Patrol Plan/Emphasis	This is dependent on	Patrol Plan/Empha

on weekends and weekdays during fishing seasons	September		Patrol/Enforcement Policy	the length of the fishing seasons as set forth by the WA State DFW	sis Patrol/Enforcement Policy
Patrol our lakes for BUI emphasis, safe boating activity with life jackets, RBS inspections	June through August	20.00	Patrol Plan/Emphasis Patrol/Enforcement Policy		Patrol Plan/Emphasis Patrol/Enforcement Policy
Schedule patrols during all opening days of halibut season	May	60.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	This is dependent on the length of the fishing seasons as set forth by the WA State DFW	Patrol Plan/Emphasis Patrol/Enforcement Policy
Random evening weekend BUI patrols during fishing seasons	June through September	40.00	Patrol Plan/Emphasis Patrol/Enforcement Policy		Patrol Plan/Emphasis Patrol/Enforcement Policy
Emphasis patrols during fishing derbies	Olympic Salmon Derby in February and the Sekiu Salmon Derby in September	60.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	This is dependent on the length of the fishing seasons as set forth by the WA State DFW	Patrol Plan/Emphasis Patrol/Enforcement Policy
Boat patrol	February through September		Safety Inspection	Depending on COVID 19 impacts	Safety Inspection

State Approved Boater Education Classes & Community Events

Activity	Date	Hours Planned	Attendance	Comments	Type
Lavender Festival	7/16/2022	25.00		This is a three day event that attracts tens of thousands of people from out of the area. We provide boater safety information to kids and their parents and talk about boating safety during this event. It is unknown whether this event will be held due to COVID 19 concerns.	Community Events
KID'S FESTIVAL	3/5/2022	20.00		KID'S FEST is a Port Angeles community event where parent's bring their children to meet with 1st Responders. We typically staff this event with to RBS certified Deputies to talk to children about boating safety. It is unknown whether this event will be held due to COVID 19 concerns.	Community Events
COASTAL	7/16/2022	12.00		Partner with COASTAL store for kid lifejacket	Community Events

				giveaway, education, and outreach.	
YACHT CLUB EVENT	8/6/2022	20.00		We have attended this event that is either held in Sequim or Port Angeles. We talk to many sailors about boating safety and we have staffed this with two RBS certified Deputies. It is unknown whether this event will be held due to COVID 19 concerns.	Community Events
Waterfront Days Port Angeles	10/1/2022	20.00		Our Marine Unit participates in this event along with the USCG to meet with the public and talk about boater safety education/laws. It is unknown whether this event will be held due to COVID 19 concerns.	Community Events

Vessel Dealer/Rental Site Visits

Dealers Targeted	Hours Spent Visiting	Comments	Type
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Professional Prevention Partners

Name of Partnering Orgs	Hours Planned Coordinating	Comments
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Media Plan

Campaign	Owned Media Posts	Earned Media Posts	Events	Comments
Operation Dry Water	4.00	4.00		When the pre-made materials are provided they will be posted to our Clallam County Sheriff's Office FACEBOOK page. Some of the messages will be released to the local media to be cast on local radio stations.
National Safe Boating Week	4.00	4.00		When the pre-made materials are provided they will be posted to our Clallam County Sheriff's Office FACEBOOK page. Some of the messages will be released to the local media to be cast on local radio stations.
Paddle Safety Week	4.00	4.00		When the pre-made materials are provided they will be posted to our Clallam County Sheriff's Office FACEBOOK page. Some of the messages will be released to the local media to be cast on local radio stations.

Other (please describe)				
Spring Aboard	4.00	4.00		When the pre-made materials are provided they will be posted to our Clallam County Sheriff's Office FACEBOOK page. Some of the messages will be released to the local media to be cast on local radio stations.

INSTRUCTOR INFORMATION

SAW ID	First Name	Last Name	Phone	Email	Development Complete?
	William	Cortani	360-460-4317	bcortani@co.clallam.wa.us	Yes

PREVENTION GOALS SUMMARY

Total Patrol Hour Goal: 300.00

Total Inspections Goal: 300.00

Count of State Approved Boater Education Classes Planned: 0.00

Sum of Hours for State Approved Boater Education Classes: 0.00

Sum of State Approved Boater Education Classes Planned Attendance: 0.00

Count of Community Events: 5.00

Sum of Community Events Hours: 97.00

Count of Presentations to Schools: 0.00

Sum of Presentation to Schools Hours: 0.00

Count of Presentations to Groups: 0.00

Sum of Presentations to Groups Hours: 0.00

Count of Dealer Visits Planned: 0.00

Sum of Dealer Visits Hours: 0.00

Count of Rental Sites Planned: 0.00

Sum of Rental Site Visits Hours: 0.00

Owned Media Posts: 16.00

Earned Media Posts: 16.00

Count of Partnering Organizations: 0.00

Sum of Partnering Organization Hours: 0.00

Printed On: February 16, 2022

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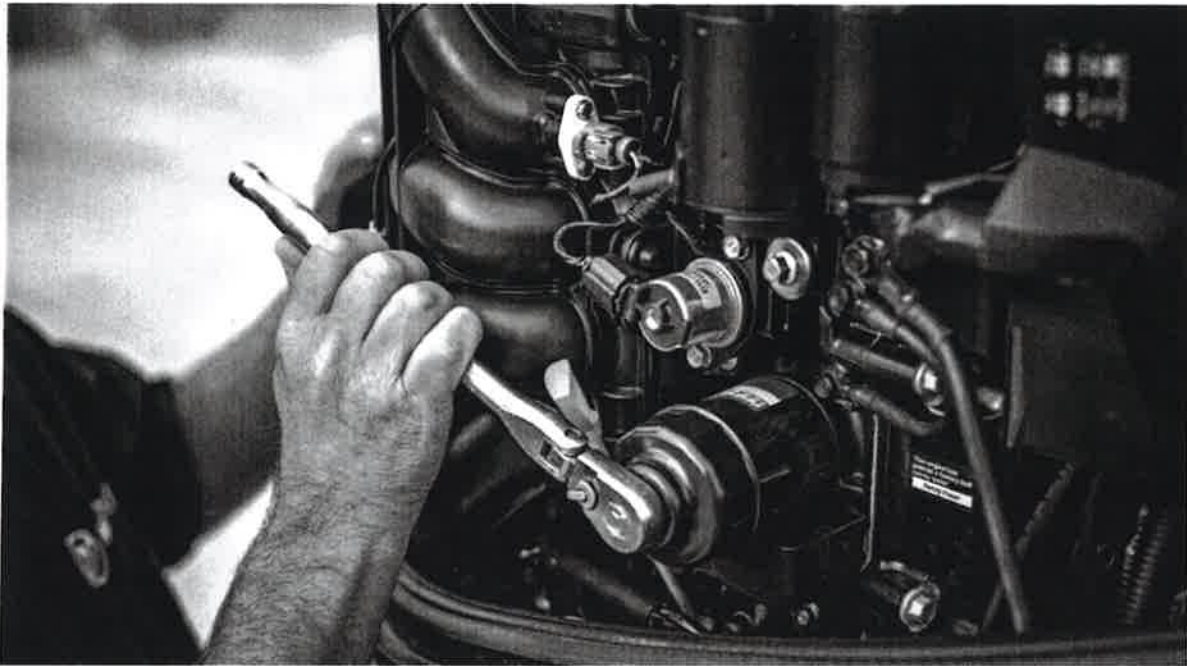
ATTACHMENT C – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL REGISTRATION FEES & FEDERAL ASSISTANCE GRANTS

Intergovernmental Agreement



Allowable Costs & Expenditures For State Vessel Registration Fees & Federal Assistance Grants

Updated June 2021



Intergovernmental Agreement

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VESSEL REGISTRATION FEES & GRANT FUNDING

Any item not listed below must be reviewed and found acceptable by the Washington State Parks Boating Program (Boating Program) before it is considered a valid Recreational Boating Safety (RBS) expenditure.

UNIT COST APPROVAL

Items with a unit cost of \$5,000 or more under the VRF funds and \$2500 or more under the FFA grant must have the prior written approval of Washington State Parks and Recreation Commission Marine Law Enforcement (MLE) Coordinator.

COST PRORATION

If a cost benefits both your RBS program and other work of your agency, the cost should be allocated to the RBS Program based on the proportional benefit to the program. The costs may be allocated using any reasonable documented method.

ADMINISTRATIVE COSTS

Agencies that receive Vessel Registration Fees (VRF) are not allowed to charge flat administrative costs for the administration of the VRF funds as is often done with federal grants. However, agencies may charge the salaries and benefits costs of actual hours worked by staff associated with the administration of their dedicated VRF account.

Agencies that receive federal assistance grants from the Boating Program are allowed to charge indirect (administrative) costs for those funds. If the agency has a federally negotiated indirect cost rate, they are permitted to charge that against the total salaries + benefits charged to the federal assistance grants. They must first provide a copy of their current rate agreement to Parks. If not, then they may charge a *de minimis* flat rate of 10% or elect not to charge indirect at all (2 CFR 200.414(f)).

ALLOWABLE EXPENDITURES

Grant funds may be used only for activities under WAC 352-65-040, the ten elements necessary to accomplish the Recreational Boating Safety (RBS) mission. If it is unclear if an expense meets these criteria, contact State Parks at (360) 902-8845 or cheri.peel@parks.wa.gov to discuss the item before proceeding.

Allowable expenses include but are not limited to:

- **RBS SALARIES**
 - Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington State and who have completed an RBS course acceptable to State Parks (BMLE or equal).

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- Time, salaries, benefits and wages for officers or deputies who possess a Washington State Peace Officers Certification, are fully commissioned to enforce the laws of Washington State, and who have not completed a BMLE course is acceptable ONLY when working with an RBS trained officer AND when the agency has a written 'two-officer' policy for officers on marine patrol for the purpose of officer safety.

- **RBS EDUCATION AND INSTRUCTION**

Providing instructors for the *Adventures in Boating* course that qualifies graduates for the required mandatory boater education card. Costs may include classroom supplies, light refreshments, other goods and services necessary to promote and teach classes, and officer salaries, benefits and wages. Officer salaries will only be reimbursed for those officers who have successfully completed a State Parks *Adventures in Boating* Instructor Training class and are listed on our files.

Life jackets (USCG approved only) for the state *Adventures in Boating* course and other RBS presentations, such as: throw rings or cushions for loaners and the cost to print only the agency's name or RBS safety messages.

- **RBS TRAINING**

Grant or VRF funds can be used to pay for full-time and reserve officers who are fully commissioned to enforce the laws of the State of Washington to attend training provided by the Boating Program or courses approved by the Boating Program.

Note: Approval from State Parks is mandatory if an officer or deputy is applying for a non-Washington RBS course. Examples of approved courses include:

- MLE Instructor Meeting
- Basic Marine Law Enforcement/Boat Crew Member or equivalent (BMLE)
- Boat Operator Search and Rescue (BOSAR)
- Boating Under the Influence – Basic (BUI-Basic)
- Boating Under the Influence-Advanced (BUI-Adv)
- Personal Watercraft for Law Enforcement (PWCLE)
- Enhanced Vessel Operator Course (EVOC)
- Fall Marine Law Enforcement Conference
- Boating Accident Investigation-Level 1
- Officer Water Survival
- Boater Education Instructor Training (BEIT)
- Designated Education Officer Training (DEOT)

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- Adventures in Boating Instructor Training
- RBS Related Local In-Service Training
- Other USCG training courses with prior approval
- Other NASBLA training courses with prior approval

Per Diem travel expenses at **state per diem rate** in effect for the destination RBS training, conferences, and meetings. Cost is prorated for percentage of travel /per diem for RBS purposes /missions only.

RBS EQUIPMENT

Allowable expenses may include the purchase, maintenance and operation of patrol boats and patrol boat equipment to perform the RBS mission as defined in WAC 352-65-040 only. **Any purchase exceeding \$5,000 under the VRF funds must receive prior approval from the Boating Program. Any purchases exceeding \$2,500 under the FFA grant must receive prior approval from the Boating Program.** All decisions by the Boating Program for equipment purchases are final.

PATROL VESSELS

- Motors and hardware
- Props
- Trailers and maintenance of trailers (repair, tires, winch, cables, power take-off)
- Patrol vessel and engine drive system repairs
- Repair and replacement of equipment on boat (includes de-watering pumps which can also be used as fire-fighting equipment)
- Tow vehicles (dedicated for 100% RBS use, or prorated for the percentage of time used for RBS activities)
- Hitch assemblies and installation cost for tow vehicles that are dedicated for 100% RBS use, or prorated for the percentage of time used for RBS activities
- Anti-freeze fluid
- Batteries and fluid; maintenance and replacement
- Costs related to the maintenance and repair of the vessel
- Costs related to marking and identifying patrol vessels as government owned, which includes painting, decals and cost of removal and application
- Vessel electrical system repairs and replacement
 - Electronic devices: parts and labor for maintenance, repairs to maintain, or replacement when devices fail, or are no longer serviceable, or when upgrades are required to meet customary and current standards for law enforcement work

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- Devices dedicated to the program such as agency & VHF radios
 - Radar units
 - Sirens
 - Blue lighting equipment
 - Hailers
 - Global positioning system (GPS) units
 - Personal breath testers (PBT)
 - Cell phones used 100% RBS only, or prorated for a percentage of time used on boat
 - Battery chargers and computers dedicated to program use
 - Includes brackets and fittings for installation and use
- Fluids for hydraulic system
- Fuel, fuel additives and filters; associated disposal fees
- Gear oil for lower units
- Glass replacement and costs to install, associated disposal fees
- Grease and lubricants
- Oil and oil filters; associated disposal fees
- Parts and labor for regular scheduled maintenance and scheduled replacement
- Parts for replacement on the vessel when failure occurs or when damaged and labor, which includes engine, lower unit and cooling system repairs and replacement
- Vessel canvas tops and side covers; includes repairs and replacement of canvas/vinyl/plastic material and framing structures
- Vessel hull and structural repairs/replacement of railings, pilot house, decks, cleats, ladders, swim platforms, Sampson posts, fittings, towing equipment, davits, anchors, chain, and associated hardware and fittings

ASSOCIATED EQUIPMENT FOR PATROL VESSELS

- Cost of emergency response and rescue equipment repair, replacement and maintenance, including: stretchers, first aid/first responder kits and materials, fire suppression equipment and supplies.
- Cost of fees related to cell phone charges, annual registration charges, renewal fees, and insurance are prorated for percentage of time used performing RBS missions.
- Cost of haul-outs and associated costs with cleaning and maintenance of hull, fixtures and drive systems, and associated disposal fees.
- Costs related to moorage, including cost of water/electricity associated with maintenance and moorage.

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- Cost of required safety equipment on the vessel when replacement, repair, or regular maintenance is needed to meet state/federal regulations and maintain USCG standards. For example:
 - Life jackets, replacement parts (clips, hooks, CO2 cartridges and re-arm kits) and stenciling/screening of agency name or law enforcement
 - Exposures suits
 - Fire extinguishers/extinguishing systems
 - Visual distress signals
 - Navigation lights
 - Sounding devices
 - Ventilation systems
 - Backfire flame arrestor
- Cost of replacement, repair, or regular maintenance of equipment used during operation and moorage. For example:
 - Fenders
 - Lines for towing and mooring
 - Chafing gear
 - Boat hooks
 - Towing equipment
 - Bilge pumps
 - Batteries
 - Navigation charts
 - Piloting equipment
 - Helm fixtures and seats
 - Logbooks
 - Depth sounders & radar, does not include FLIR systems
 - Portable fuel tanks and hoses

PATROL VESSEL TRAILERS

- Costs related to maintenance and repair of patrol vessel trailer(s)
- Cost of tires and wheels, including: installation, repair, and balancing; associated disposal fees
- Electrical system maintenance, repair and replacement
- Hitch and ball repair or replacement
- Hydraulic or electric brake system maintenance, repair and replacement
- Oil, grease and lubricants, and associated disposal fees

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- Winch maintenance, repair and replacement

BOAT EQUIPMENT

- Anchors
- Line for towing and mooring
- Chain or shackles and attachment hardware
- Carabineers
- Boat hooks
- Fire extinguishers (only USCG approved)
- Fenders
- Depth finders
- Radar units, does not include FLIR systems
- Radios and computers, dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- Lines for tie up
- Light bars – blue lights only (no red, white or yellow lights)
- Search lights dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- FLIR System (mounted on and wired to the vessel)
- Sirens
- Cost of installation and servicing of electronic components
- Canvas and siding for weather protection
- Haul out for cleaning/painting/servicing patrol vessels
- First-aid kits dedicated for 100% RBS use or prorated for the percentage of time used for RBS activities
- Rescue throw bags for use on boats only

NAVIGATION AIDS & BUOYS

- Navigation signs & markers (to meet RCW 79A.60.500 and WAC 352)
- Decals for buoys
- Chain
- Cable and connectors
- Weights
- Equipment to maintain buoys and signs to remain effective

EDUCATION

Intergovernmental Agreement

- Publications to promote RBS education that are already prepared or the creation, design and printing of publications
- Education equipment related to required boating safety equipment for recreational boats
- Promotion of *Adventures in Boating* classes (including presentation materials, light refreshments and room rental for classes)

NON-ALLOWABLE COSTS AND EXPENDITURES

- Bullet proof vests are beneficial, however equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of an RBS program mission and is considered a local agency responsibility to purchase.
- Equipment used in recovery operations (dive equipment, etc.) while being used in an RBS search or investigation mode are 100% eligible. Once this equipment is used for recovery operations it must be prorated between RBS missions and recovery missions.
- Handheld or portable night vision, FLIR or thermal imaging devices are a 100% allowable expense while in RBS patrol, search or investigation mode. Once this equipment is used for recovery operations it must be prorated. Permanently mounted and electrically wired FLIR and thermal Imaging devices are 100% allowable expenses.
- Homeland security missions (weapons, etc.), or any other equipment determined as unrelated by the Boating Program is not an allowable expense.
- Firefighting equipment is not an allowable expense.

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EXHIBIT D – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS



Vessel Registration Fee Program Guidance for Marine Law Enforcement Programs

Updated January 2021



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Introduction

The purpose of the Vessel Registration Fee (VRF) program is to focus local jurisdiction marine programs on injury prevention activities around recreational boating safety. These activities include enforcing RCW 79A.60: Regulation of Recreational Vessels and providing emergency response to boating accidents. Each marine patrol unit should strive to serve and protect the lives and property of Washington's recreational boaters. All VRF Funds are awarded based on the potential success and ability of the local agency to provide such service to the boating community. Recreational Boating Safety (RBS) programs are evaluated using the criteria published in this document, as well as its ability to meet the requirements and assurances of WAC 352-65: Boating Safety Program Approval.

This guidance document is intended to help local marine law enforcement programs understand the minimum qualifications and requirements to receive vessel registration fees. The document has been laid out to explain this as simply as possible. The beginning section provides a brief list of the qualifications and requirements, and the remainder of the document explains each component in more depth.

The Washington State Parks Boating Program (State Parks) has established different operational goals for agencies dependent on the population within their jurisdiction (based on 2019 census data).

- **Small Agencies** – Under 30,000 population
- **Medium Agencies** – Population between 30,000 and 100,00
- **Large Agencies** – Populations exceed 100,000.

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State Parks Boating Program Contacts

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Overview of Agency Eligibility Requirements and Qualifications

Only counties or local public agencies having jurisdiction over waters used for recreational boating and possessing the authority to enforce the Revised Code of Washington and the Washington Administrative Code are eligible to apply to receive vessel registration fees. Participating agencies must:

Administrative & Financial Requirements

1. Sign an annual agreement with State Parks.
2. Designate a "Marine Lead": A single point of contact that oversees the day-to-day program operations, commits to attend the annual marine law enforcement conference, and responds to surveys sent by State Parks.
3. Designate a "Marine Supervisor": A single point of contact that has administrative authority over the marine program for the agency.
4. Report recreational boating safety activities and certain financial data to State Parks.
5. Place all vessel registration fees into a dedicated account, agree to spend them only on eligible expenses and agree to accountability requirements.
6. Provide digital links to all local ordinances regulating recreational boating.

Operational Requirements

7. Employ Officers / Deputies commissioned to enforce Washington state law.
8. Send all marine Officers / Deputies through the Washington State Parks Basic Marine Law Enforcement Academy.
9. Maintain annual training qualification currency for each participating Officer / Deputy.
10. Provide the appropriate vessels and equipment to carry out the operational requirements.
11. Report all boating accidents that occur within the jurisdiction (that meet minimum criteria) pursuant to RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70.
12. Respond and provide assistance to boaters for on-water emergencies, complaints, and accidents.
13. Commit to a minimum number of hours patrolling the waters used by recreational boaters during peak boating season.
14. Actively enforce Washington's boating safety laws and regulations.
15. Conduct vessel safety inspections for recreational boaters.
16. Provide a boating safety education and outreach program and designate at least one Officer / Deputy to receive the Adventures in Boating Instructor training and to manage the program.
17. Place and maintain aids to navigation as legislated by local ordinances.

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Summary of Required Documents and Due Dates

Document Name	Form Number	Date Due
Request for Boating Program Approval	A-299 / Web form	15 Oct each year
Federal Financial Assistance Grant Application (If applying)	A-300/Web form	15 Oct each year
B.O.A.T Currency Report	Web form	15 Oct each year
Summary of Activity Report (SOAR)	Web form	Quarterly *
Boating Accident Report (BAR)	A-440	10 days following accident
Boating Accident Investigation Report (BAIR)	A-425 (Rev 08/2009)	10 days following accident / fatality meeting report criteria
Washington State Vessel Inspection	P&R A-274	Quarterly*
VRF Expenditure Report	Web form	1 Nov each year
Financial System Report	Agency generated	1 Nov each year
VRF Fund Balance Report	Agency generated	1 Nov each year
Boating Safety Surveys	N/A	Varies

** Document is due quarterly and must be submitted by the 15th of the month following the last month of the quarter (1st Qtr-04/15, 2nd Qtr-07/15, 3rd Qtr-10/15, 4th Qtr. 01/16).*

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Administrative & Financial Requirements

Annual Agreement – The A-299 Application Form

Each agency is required sign an agreement with State Parks by submitting a complete A-299 application form. The A-299 contains several informational fields that must be filled out completely to be considered and aids in the continued approval of the agency's program. These forms are due each year by October 15. Agencies must provide information on their current staff, training, an inventory of vessels, and the anticipated patrol schedule. The form also defines the specific requirements your agency is committing to in exchange for vessel registration fees. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Designated Marine Lead / Conference Attendance / Surveys

Each agency has a unique and different operational environment that offer a variety of solutions to ensure Marine Law Enforcement (MLE) unit operations, enforcement, fiscal and administrative functions are conducted according to best practices. Some agencies may have a Lieutenant serving the MLE Unit Supervisor and crew member conducting vessel operations and patrols. Other agencies may have a Sergeant as a supervisor and different crew member conducting vessel operations.

Recognizing this, State Parks requires each agency to designate a "Marine Lead", which is the person responsible for the day-to-day operations of its marine program and acts as the point-of-contact with State Parks on all issues and matters related to that agency's MLE unit. While the Sheriff or Chief of Police is ultimately responsible for ensuring their agency is meeting all the program requirements, the Marine Lead is the person implementing their guidance and communicating that to other Marine Unit members, State Parks, and the public.

The Marine Lead is responsible to:

- Ensure all required reports are completed and submitted to State Parks within due date guidelines.
- Submit personnel names to attend training courses and conferences.
- Attend the annual fall conference.
- Ensure that B.O.A.T. Currency training is conducted and reported to State Parks.
- Utilize Marine SECTOR within their agency.
- Communicate with State Parks on all matters and issues which may arise around recreational boating safety and marine law enforcement.
- Respond to surveys from State Parks.

State Parks also requires the agency to designate a "Marine Supervisor", which is the person with administrative supervision of the agency's MLE program.

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Reporting Recreational Boating Activities and Financial Data

SOAR – Summary of Activity Reports

A Summary of Activities Report (SOAR) form must be submitted at least quarterly to State Parks. However, agencies are invited to report activities daily, weekly, or monthly. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Vessel Registration Fee Expenditure Report

This annual report form must be submitted by October 15 each year to State Parks. The form fulfills the requirements of **WAC 352-65-040(9)** which requires each participating agency to submit an annual account of program expenditures showing the amount of vessel registration fees received, spent, and remaining in their dedicated account. They must also show the amount of “local spending” on recreational boating safety activities. “Local spending” is the amount agencies spend on the RBS mission and cannot come from other grant sources. Local spending is required because **RCW 88.02.650** specifies that “[VRF] Funds may not supplant local funds used for boating safety programs”. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Supporting Financial Documents

Every Vessel Registration Fee (VRF) Expenditure Report must be accompanied with the following reports:

- **Financial System Report**: A report from the agency financial system (not Excel) showing a dedicated account for the deposit of state VRF funds received from the Office of State Treasurer (Enclosure 4).
- **VRF Fund Balance Report**: A report showing the fund balance of the dedicated account (Enclosure 5). The VRF fund balance on this system-generated report should match the bottom line on the VRF report (“Total Remaining Balance of State VRF funds for Fiscal Year”).

Dedicated Account / Limitations on the Use of Funds / Accountability

Participating agencies must deposit VRF funds allocated by the state treasurer, under RCW 88.02.650, into an account dedicated solely for boating safety purposes, which include all activities or expenditures identified in this section. See the document “Allowable Costs & Expenditures for State Vessel Registration Fees & Federal Assistance Grants” for a thorough explanation of eligible expenses located at <http://mle.parks.wa.gov/>.

Vessel Registration Fees are intended to increase the education and enforcement efforts of local agencies and stimulate greater local participation in boating safety. They cannot be used to fund any activities except those that are part of the recreational boating safety mission.

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Agencies may charge actual, direct administrative costs to the VRF account - such as staff hours it takes to fill out forms, or to maintain the dedicated account - but may not charge administrative fees based on an estimated percentage.

Participating agencies must maintain accurate annual records of activities and expenditures of their boating safety programs. Those records must be provided to State Parks consistent with their agreement, or upon request. The agency must also permit State Parks to audit the use of funds in accordance with generally accepted audit practices and standards.

Links to local ordinances

When the local jurisdiction adopts ordinances governing recreational boating, the ordinances must be at least as restrictive, but may be more restrictive than Washington state boating laws and regulations. Participating agencies must submit a web link to all such ordinances to State Parks using the designated field in the A-299 Form.

Operational Requirements

Officer / Deputy Qualifications / Training / Training Currency

Participating agencies must provide Officers / Deputies with law enforcement certificates from the Criminal Justice Training Commission which authorizes them to enforce all boating laws and regulations. All Officers / Deputies must maintain a current Washington State Peace Officers Certification.

Participating agencies are responsible for acquiring the required training for all RBS Officers / Deputies. Washington State Parks provides two or more Basic Marine Law Enforcement Academies each year to help agencies fulfill this requirement. These courses are provided at no charge. They are taught in the spring - usually one in Western Washington and one in Eastern Washington. Officers / Deputies may attend other basic boating safety training, if approved by State Parks. Those approved courses are the Federal Law Enforcement Training Center's (FLETC), Marine Law Enforcement Training Program (MLETP), or National Association of Boating Law Administrator's (NASBLA) Boat Crewman course (BCM).

Such training must be acquired within one year of initiating a new boating safety program and within one year for each newly assigned boating safety Officer / Deputy.

Washington State Parks' Marine Law Enforcement Training Academy is accredited through the NASBLA's Boat Operation and Training (BOAT) Program. As a term of accreditation, State Parks must ensure that all active marine Officers / Deputies maintain proficiency in basic RBS skills. This is important because these skills are perishable but critical to operate in a marine environment. All agencies must submit a BOAT Currency Requirements Report Form for all active personnel listed in the A-299. These reports are

Intergovernmental Agreement

submitted at least annually with the A-299 but may be updated throughout the year. This form, and instructions on how to fill it out, is located at <http://mle.parks.wa.gov/>.

Agencies which have not completed all currency training tasks required may submit a statement of explanation and attach it to the A-299 form. State Parks recognizes that many different circumstances could prevent training from being completed (wildfires, maintenance issues, staffing shortfalls, etc.). Each circumstance will be evaluated on its own merits.

Agencies are required to list any additional training courses their personnel have completed on the A-299 web form. This helps State Parks in maintaining an up-to-date database of marine law enforcement capabilities across the state and helps identify training subjects and courses that are needed, but not offered within the state.

Vessels and Equipment

Agencies must supply the necessary boating safety patrol equipment, including vessels capable of serving the minimum requirements outlined in this guidance. Patrol vessels must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC. Agencies are also required to provide State Parks with an inventory of all vessels along with details for how they are equipped each year by filling out the A-299 form. Information required on that form includes:

- **Vessels:** State Parks requires the following data on each vessel:
 - Vessel name
 - Manufacturer
 - Radio equipped (Y/N): Radio equipped means the vessel has an agency **radio installed or “hardwired”**. Non-radio equipped boats are vessels that do not have radios installed. Portable radios may be carried on these boats, but they would be considered non-radio equipped. Examples include personal watercraft, drift boats, Jon boats, kayaks, and inflatable rafts (motorized or non-motorized).
 - SECTOR equipped (Y/N): SECTOR equipped boats are the patrol vessels in your agency that are SECTOR equipped with a computer or tablet plus printer and scanner (**installed or “hardwired” to include portable cased units**). Non-SECTOR equipped boats are vessels that do not have a computer, tablet, printer installed or if these are not carried aboard as a cased kit.
 - Model
 - Length
 - Propulsion type
 - Horsepower
 - Year
 - Funds used to purchase the vessel (local, state, or federal)
 - Percent of time employed for the RBS mission.

Intergovernmental Agreement

NOTE: Vessels purchased with state or federal dollars must be sold at the end of their useful life, consistent with the local agency's policies and procedures. Once a vessel is sold it should be removed from the Patrol Vessel list as quickly as possible. **If the agency is selling a vessel that was purchased with federal grant dollars provided by State Parks, you must notify State Parks 60 days in advance of the sale date.**

- **Vehicles** (trucks, cars, SUVs, ATVs): The number of other patrol vehicles assigned to the marine services unit **and the percentage they are used for RBS activities.**
 - Vehicle type
 - Manufacturer
 - SECTOR/Radio equipped
 - Model
 - Year
 - Funds used for purchase.
 - Percent of time employed for the RBS mission.
- **Aircraft:** The number of aircraft in your agency **and the percentage they are used for RBS activities.**
 - Aircraft type
 - Manufacturer
 - SECTOR/Radio equipped
 - Model
 - Year
 - Funds used for purchase.
 - Percent of time employed for the RBS mission.
- **Equipment valued at \$5000.00** (i.e., engines, electronics, etc.): Agencies are required to update their inventory of durable items defined as having a cost or value of \$5000.00 or more. Only items listed under "allowable expenses" are permitted (see "Allowable Expense Guidance" document for full details).
 - Type of equipment
 - Manufacturer
 - Model
 - Year
 - Funds used for purchase (local, state, federal)

Boating Accident Reporting

Participating agencies are required to submit accident reports to State Parks in compliance with RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70.

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For any boating accident resulting in a death or injury requiring hospitalization, each participating agency must:

- Notify State Parks **within 48 hours** of becoming aware it.
- Fill out and submit a complete Boating Accident Investigation Report (BAIR – form number A-425) within ten days of the occurrence.
- Include the results of any other investigation conducted by the agency.
- Submit any coroner's reports concerning the death of any person resulting from the boating accident, within one week of completion.

Participating agencies must also submit a Boating Accident Report (BAR – form number A-440) within **10 days** of the occurrence to State Parks for any boating accident:

- Resulting in a death, OR
- An injury requiring hospitalization, OR
- Damage to any vessel or property of two thousand dollars or more, OR
- A vessel is a complete loss, OR
- A person disappears from the vessel under circumstances that indicate death.

Boater Assistance

The local municipality will have the ability to respond or coordinate response to boating emergencies which occur within their jurisdiction. Furthermore, agencies must document each occurrence and report it to State Parks through the Summary of Activity Report (SOAR) at least quarterly using the following definitions:

- **Search and Rescue/Recovery** – Search and rescue (SAR) is defined as a water-borne response (including aircraft) involving a person or vessel **in peril**. Agencies should only report SAR cases on the Summary of Activity Report (SOAR) that were assigned a case number by their agency or a USCG MISLE Case ID Number and an Urgent Marine Information Broadcast (UMIB) initiated by the USCG. Agencies should not report assists (defined below) as SAR cases.
- **Assist** – An "Assist" is defined as aid where there is no immediate danger to the vessel or its occupants. This includes vessels involved in boating accidents, disabled, aground, out of fuel, or otherwise unable to reach a safe mooring under their own power. Assistance may include providing a tow, jump start, re-floating, re-righting, fuel, repair, repair parts, assisting persons in the water, etc. This does NOT include the salvage of a vessel once abandoned or commercial vessels. Report the number of vessels assisted and the number of persons assisted on the SOAR report.

Boat Patrol (Boat Log Hours)

Boat patrol (Boat Log Hours) are those hours that the patrol vessel was actually on the water patrolling. Participating agencies must submit a patrol schedule (with the A-299) that demonstrates they are patrolling waters within their jurisdiction during peak recreational hours. They must also patrol a

Intergovernmental Agreement

minimum number of hours per year. See the note below.

Minimum Patrol Hour Goals Based on Agency Size

- Small agencies - 133 hours
- Medium agencies - 255 hours
- Large agencies - 436 hours

NOTE: State Parks recognizes that Washington State experiences a diverse boating season. Various areas of the state have increased boating activities due to recreation fishing, hunting and pleasure crafting. Because of its diverse landscapes and seasons, State Parks acknowledges that the traditional peak boating season remains during the time between Memorial Day and Labor Day but is not exclusive to that time frame. State Parks has collected data for patrol hours performed by all participating over a period of years and has established the average boat log hours for agencies based on jurisdiction population size according to the U.S. Census. Patrol hours can be a combination of Boat Log and Ramp-side hours.



Patrol hours is considered a critical metric. It is used by State Parks to determine if an agency is complying with the minimum requirements. Failing to achieve the minimum number of hours of patrol (based on size) could be a factor in determining ineligibility for vessel registration fees.

Example patrol schedule

Boat Patrol Schedule							
	Mon	Tue	Wed	Thur	Fri	Sat	Sun
Patrol Hours							
# of Officers / Deputies							
# of Vessels							
Patrol Season Beginning Date			Patrol Season Ending Date				

Enforcement

Participating agencies must enforce safety equipment, vessel operation, noise level, navigation, harbor improvements (as authorized and placed through local ordinances), and registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances. Agencies must also document and report the numbers of warnings and citations they issue for each type of boating violation in the Summary of Activity Report – **except those issued through SECTOR.**

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State Parks recommends zero tolerance policy in the enforcement of mandatory boater education card carriage, life jacket wear/carriage, boating under the influence and rules of the road violations. Officers / Deputies should strongly consider issuing citations for violations of these laws in all circumstances.

The SECTOR system should be used to issue boating citations and warnings. State Parks will no longer accept mailed-in paper inspection forms, although State Parks will continue to provide paper inspection forms to agencies for internal use.

Boating Safety Inspections

Participating agencies must complete written boating safety inspections during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. State Parks will provide boating safety inspection forms. Copies of the completed inspections must be submitted to State Parks for statistical purposes. Inspections conducted in SECTOR do not have to be reported to State Parks.

NOTE: We will not accept paper inspection forms after January 1, 2019. All inspections must be submitted using SECTOR.

State Parks has calculated suggested minimum goals for the number of boating safety inspections an agency performs in a boating season based on size.

Suggested Written Inspections – Minimum Goals

- Small, 92
- Medium, 283
- Large, 372

Boating Safety Education / Designated Education Officer / Deputy

Participating agencies must have a boating safety education and information program. At a minimum, they must designate an Officer / Deputy, trained by State Parks, to coordinate the activities of boating safety education instructors, act as liaison to boating education organizations and to coordinate:

- Boating safety presentations, which may include presentations to primary and secondary school children, boating organizations, or youth groups.
- Boating safety instruction meaning a public course of instruction using the Adventures in Boating materials from State Parks, or other state or nationally recognized curriculum approved by State Parks.
- Distribution of boating safety information, including materials provided by State Parks, to boating and outdoor recreation organizations, the boating public, public agencies, and local media.

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NOTES

- Any Officers / Deputies designated as Certified Boating Education Instructors must be listed as Instructors qualified for the Adventures in Boating course by the State Parks Education and Outreach coordinator.
- State Parks considers education and outreach activities a key component of preventing boating injuries and fatalities. Classroom instruction, school presentations and participation in community events, Dealer and Rental site visits, and effective use of media are crucial to preventing boating accidents and fatalities. Agencies are not required to engage in all education and outreach activities described below but should pursue a mix of tactics appropriate for their area of operation.

Education and Outreach Tactics and Suggested Goals

- **Education Classes:** Classroom instruction of the Adventures in Boating course sanctioned by Washington State Parks that qualifies passing students to obtain a Mandatory Boater Education Card.
 - Small = 15 students, 1 Class
 - Medium = 20 students, 1 Class
 - Large = 50 students, 1 Class
- **Boating Safety Presentations to Groups:** Presentations to various groups such as yacht clubs, kayak clubs, anglers, and any groups that use boats on the water.
 - Small = 10 hours
 - Medium = 15 hours
 - Large = 25 hours
- **Boating Safety Presentations to Schools:** Presentations to local public and or private schools K-12, and colleges / universities.
 - Small = 10 hours
 - Medium = 15 hours
 - Large = 25 hours
- **Vessel Rental Site Visits:** Visits to local vessel rental sites intended to ensure employees and renters are following guidance on the Motor Vessel Rental Safety Checklist. These can also be site visits to businesses that rent out kayaks, canoes, stand-up paddleboards, or other small non-motorized craft. The intent of visits in this case is to emphasize basic safety behaviors such as encouraging renters to always wear a life jacket and encouraging boating in low hazard areas.
 - Small = 2
 - Medium = 4

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- Large = 6
- **Participation in Community Events:** Events like county fairs, parades, and night outs that reach large numbers of community members. A qualified event requires face-to-face interaction with community members. Participation in regattas, races, or opening days where there is little or no face-to-face interaction between Officers / Deputies and community members does not count as a "Community Event". Also, maintaining a screen line or security area at an on-water event does not count for reporting event hours on the SOAR.
 - Small = 40 hours
 - Medium = 150 hours
 - Large = 275 hours
- **Vessel Dealer Site Visits:** Visits to vessel dealerships and brokers to ensure they are following dealer registration laws, educate them on any safety issues with type of vessels they sell, and checks that required safety equipment is on board during test rides and sea trials. Dealers should also be encouraged to remind their customers of the mandatory boater education requirement.
 - Small = 5
 - Medium = 10
 - Large = 15
- **Professional Prevention Partners (Safe Kids, Power Squadron, USCG Auxiliary, etc.):** Engaging partners can multiply the effectiveness of a marine law enforcement program's by increasing their area of influence and leveraging the resources of partners. Partnering activities include meetings, conference calls, event participation, and actual on-water time. Agencies should report the hours that Prevention Partners spend conducting RBS activities.
 - Small = 1
 - Medium = 3
 - Large = 5

Media Contacts: (This section only applies to Federal Financial Assistant Grant recipients). The intent is for agencies to distribute recreational boating safety content through their own social media channels, the social media channels of their partners, or the news media.

- **Owned Media:** This is the number of hours spent on this activity and the number of posts or articles distributed through communication channels that are owned and managed by the agency like the agency website, social media channels (Facebook, Twitter), newsletters, etc.
 - Small = 4
 - Medium = 8
 - Large = 16
- **Earned Media:** This is the number of hours spent on this activity and the number of articles broadcast through media channels that are not managed by the agency. Examples include

Intergovernmental Agreement

stories in the newspaper, radio, and television. Agencies should also count the number of recreational boating safety posts on the social media channels of partner organizations when the agency can show that the posts are the result of interaction with that partner.

- Small = 4
- Medium = 8
- Large = 16

Campaigns: See SOAR for reporting requirements. Goals for all agencies, regardless of size, is participation in these campaigns. The State Parks Recreational Boating Safety communications staff will distribute content to all agencies for each of the campaigns making participation quick and simple. These campaigns can have a powerful impact if all agencies participate.

- Operation Dry Water campaign is a national campaign focused on the deterrence of boating under the influence. Participation in this campaign is mandatory for all agencies that receive a federal assistance grant. It is a combination of emphasis patrols and media the weekend before the Fourth of July.
- Spring Aboard Campaign was a national campaign but is now a state campaign designed to encourage all boaters to take a recreational boating safety class. It occurs in late March.
- National Safe Boating Week is a nationally observed week focused on encouraging all boaters to wear their lifejackets and other best practices for optimal safety. In addition to media posts, agencies are encouraged to participate in “Wear IT” events. This campaign is sponsored by the National Safe Boating Council.
- Safe Paddling Week is a campaign sponsored by the Washington State Parks Recreational Boating Safety Program. The purpose of the week is to elevate awareness around basic paddling safety behaviors such as always wearing a PFD, obtaining training, etc.

Waterway Marking

Participating agencies should report the total number of Aids to Navigation (ATONs) that they are responsible for within their jurisdiction on the SOAR. Do not count ATON’s emplaced / maintained by the USCG, Corps of Engineers or other Federal agencies. The county or local jurisdiction will use only those waterway markers which conform to the uniform state waterway marking system as identified, found in chapter 352-66 WAC.

Accountability

Audits

All agencies will be audited on a periodic rotating basis. When your agency is slated for an audit, the State Parks Marine Law Enforcement Coordinator will contact your agency to schedule a time. You will

Intergovernmental Agreement

be sent a list of documents and questions that you will need to prepare before the audit. Audits are a review of the performance and accomplishments to measure and evaluate compliance with the terms of the agreement with State Parks.

Compliance

If it is determined that a participating agency is not in compliance with the minimum requirements of the agreement, the State Parks Marine Law Enforcement Coordinator will notify the agency through a Non-Compliance Warning Letter and cite the wording of the agreement. The letter will request the agency responds with a plan to remedy the deficiency per **WAC 352-64-060 (3)**: Revocation of approval ***“Those counties or local jurisdictions unable to demonstrate compliance with minimum approval requirements will have forty-five days to submit a plan satisfactory to state parks to remedy the deficiencies. If, after forty-five days, a county or local jurisdiction is unable to demonstrate its ability to meet minimum requirements, state parks may revoke the program approval after the county or local jurisdiction has had an opportunity for a hearing under chapter 34.05 RCW, the Administrative Procedure Act.”***



AGENDA ITEM SUMMARY

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

28
3/1/22

Department: Public Works

WORK SESSION ☒ Meeting Date: Feb 28, 2022

REGULAR AGENDA ☒ Meeting Date: Mar 1, 2022

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract - (Ecology) Contract # SWMLSWFA-2021-ClaCPW-00071
<u>402-22-001</u> | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is the regular biannual LSWFA Grant which provides support for planning and implementation activities furthering the management of solid waste in the County. Total project amount is \$84,906.67, of which Ecology will provide 75% (\$63,906.67) and the County will match 25% (\$21,226.67). Other entities in the County receive LSWFA grant funds separately.

This particular grant will fund a WSU Extension study of Organics (yard waste and food waste) in the waste stream in the expectation that the volumes of these may be reduced. The remainder of the grant helps fund implementation, updates and/or revisions to the County's Solid Waste Management Plan.

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

The 2022 adopted budget includes the revenue from this grant.

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

Request that Commissioner Ozias sign where indicated on the attached Signature Sheet so it can be scanned and emailed to Ecology per the attached email from Ecology, dated Feb 3, 2022

County Official signature & print name: David Hanna
David Hanna, Utilities Program Manager

Name of Employee/Stakeholder attending meeting: David Hanna

Relevant Departments: Public Works

Date submitted: February 15, 2022

* Work Session Meeting - Submit 1 single sided/not stapled copy BOCC Agenda Item Summary, LSWFA Grant Agreement.docx
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

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



Agreement No. SWMLSWFA-2021-ClaCPW-00071

402-22-001

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM CO PUBLIC WORKS

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and CLALLAM CO PUBLIC WORKS, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	IMP Clallam Co PW
Total Cost:	\$84,906.67
Total Eligible Cost:	\$84,906.67
Ecology Share:	\$63,680.00
Recipient Share:	\$21,226.67
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Planning & Implementation

Project Short Description:

CCPW will revise or amend the Clallam County Comprehensive Solid and Hazardous Waste Management Plan. CCWP will spend \$66,667 to update the CCCSWMP to reflect current conditions. CCPW will contract with WSU Extension for \$18,239.67 on an organics study and plan.

Project Long Description:

See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

Agreement No: SWMLSWFA-2021-ClaCPW-00071
Project Title: IMP Clallam Co PW
Recipient Name: CLALLAM CO PUBLIC WORKS

RECIPIENT INFORMATION

Organization Name: CLALLAM CO PUBLIC WORKS

Federal Tax ID: 91-6001298

DUNS Number: 075739235

Mailing Address: 223 E 4th St., Ste 6
Port Angeles, WA 98362

Physical Address: 223 E 4th St., Ste 6
Port Angeles, Washington 98362

Organization Email: dhanna@co.clallam.wa.us

Contacts

Agreement No: SWMLSWFA-2021-Clallam-PW-00071

Project Title: IMP Clallam Co PW

Recipient Name: CLALLAM CO PUBLIC WORKS

Project Manager	David Hanna Utilities Program Manager 223 E 4th St., Ste 6 Port Angeles, Washington 98362 Email: dhanna@co.clallam.wa.us Phone: (360) 417-2441
Billing Contact	Hilary Steeby Fiscal Specialist 223 E 4th St., Ste 6 Port Angeles, Washington 98362 Email: hsteeby@co.clallam.wa.us Phone: (360) 417-2441
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mozias@co.clallam.wa.us Phone: (360) 417-2000

Agreement No: SWMLSWFA-2021-ClacPW-00071

Project Title: IMP Clallam Co PW

Recipient Name: CLALLAM CO PUBLIC WORKS

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	David Pater PO Box 47775 Olympia, Washington 98504-7775 Email: DAPA461@ecy.wa.gov Phone: (360) 790-5771
Financial Manager	David Pater PO Box 47775 Olympia, Washington 98504-7775 Email: DAPA461@ecy.wa.gov Phone: (360) 790-5771

Agreement No: SWMLSWFA-2021-ClCPW-00071

Project Title: IMP Clallam Co PW

Recipient Name: CLALLAM CO PUBLIC WORKS

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

CLALLAM CO PUBLIC WORKS

By: _____

By: _____

Laurie Davies

Date

Mark Ozias

Date

Solid Waste Management

Commissioner

Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: SWMLSWFA-2021-Clallam-PW-00071

Project Title: IMP Clallam Co PW

Recipient Name: CLALLAM CO PUBLIC WORKS

SCOPE OF WORK

Task Number: 1

Task Cost: \$18,239.67

Task Title: General Planning

Task Description:

The 2021 Clallam County Solid and Hazardous Waste Management Plan (CCSHWMP) has a goal to decrease organics in the waste stream to below 10% by 2025. In order to reach the goal set in the CCSHWMP, the RECIPIENT will contract with the WSU Clallam County Extension Office to develop a study of current conditions and an Organics Plan for Clallam County.

The CCSHWMP outlines several recommendations in section 8.5 (Recommendations for Organics) for achieving the target reductions, including:

- Work to eliminate illegal dumping and burning of yard waste and consider separate collection of yard waste in the county
- Continue to develop end uses such as mulch, hog fuel, and compost, and other uses that may also be identified
- Investigate economical and efficient options for handling residential, commercial and institutional food waste

Specific actions for Organics, including those for this Task, are listed in Table 11-1 under Chapter 8, Organics.

Activity: Organics Study and Plan:

WSU Clallam County Extension will undertake a study of the current landscape of organics waste in Clallam County, further research the feasibility of the recommendations outlined in the plan, and work with stakeholders to develop a detailed plan of action for organics reduction.

This will include:

- Convene and facilitate a workgroup of the SWAC to guide the work: meetings every other month throughout the grant period
- Assess current organics waste streams in Clallam County
- Research municipal best practices
- Assess the economic and climate mitigation impacts of organics reduction in Clallam County
- Engage key stakeholders on developing organics reduction strategies
- Develop detailed program priorities and associated actions for reaching target
- Present results of the study to key stakeholders including Clallam BOCC, Port Angeles City Council, and Sequim City Council

Costs eligible for reimbursement with supporting documentation include:

- RECIPIENT employee time to implement the task, including outreach/planning/coordination/travel
- Contracted services costs with WSU Clallam County Extension to implement the task
- RECIPIENT employee time to attend trainings and workshops preapproved in writing by Ecology
- Costs not listed here but pre-approved in writing by Ecology

Costs not eligible for reimbursement:

- Overtime compensation (all hours are calculated at the regular rate of pay)
- Costs not specifically identified or pre-approved in writing by Ecology

Agreement No: SWMLSWFA-2021-ClCPW-00071

Project Title: IMP Clallam Co PW

Recipient Name: CLALLAM CO PUBLIC WORKS

Task Goal Statement:

Develop a detailed plan of action for organics reduction, including prioritized strategies and recommended steps for implementation for reaching the target reductions set in the CSHWMP of reducing organics in the waste stream to 10% by weight by 2025. These goals shall be consistent with Chapter 8 of the CSHWMP (Section 8.5) and Table 11.1.

Task Expected Outcome:

With the task cost the RECIPIENT will develop 1 organics current conditions study

With the task cost the RECIPIENT will develop 1 organics plan

Recipient Task Coordinator: David Hanna**General Planning****Deliverables**

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Agreement No: SWMLSWFA-2021-ClaCPW-00071

Project Title: IMP Clallam Co PW

Recipient Name: CLALLAM CO PUBLIC WORKS

SCOPE OF WORK

Task Number: 2

Task Cost: \$66,667.00

Task Title: Solid and Hazardous Waste Mgt. Plan Maintenance

Task Description:

In response to anticipated changes in the Clallam County solid waste system; the RECIPIENT shall prepare an amendment/revision to the 2021 Clallam County Solid & Hazardous Waste Management Plan (CCSHWMP). The amendment/revision process shall be consistent with CCSHWMP section 1.7 Process and Schedule for updating the Plan and available Department of Ecology Solid Waste Planning Guidance.

To assist with the CCSHWMP update, the RECIPIENT will convene Clallam County SWAC meetings, attend JSWAB meetings and meetings with persons, groups, and organizations as the parties begin working with and adapting to the revised CCSHWMP. Partners shall include the SWAC, JSWAB, and parties to the CCSHWMP Interlocal Agreement, in addition to other interested persons, parties and organizations. Coordination will be necessary to ensure the Plan's successful inauguration. Information such as minutes of meetings and verbal and written comments from these activities will inform revisions to the CCSHWMP.

Revisions to the CCSHWMP will be made to accommodate changes in the management of solid waste in Clallam County. The extent of these changes will be determined by information gathered during the implementation of the Plan and by activities of local partners as the Plan is more fully implemented. This includes meetings, submittals, reports, approvals, etc., as necessary for the extent of changes made to the CCSHWMP.

Work Plan and Reimbursement Schedule:

O3: Prepare a request for proposal for contract services

Q3-Q4: Gather input from SWAC and other solid waste management organizations and local groups to assist with preparing the first draft amendment/revision to the CCSHWMP

Q5: Review first draft of the CCSHWMP amendment/revision and prepare a preliminary draft for Ecology informal review.

Q6: Finish public and municipal review of the Plan amendment/revision; submit preliminary draft to SWAC and other participating groups for comments, review comments and revisions

Q7: Incorporate comments and revisions, prepare Final Draft of CSWMP, and carry out Municipal Adoption of CCSHWMP Plan amendment/revision

Q8: Submit final draft amendment/revision for Ecology's review and approval

Costs eligible for reimbursement with supporting documentation include:

- Contracted services to assist RECIPIENT with the SHWMP plan amendment or revision
- RECIPIENT employee time to implement the task, including outreach/planning/coordination/travel
- RECIPIENT employee time to attend trainings and workshops preapproved in writing by Ecology
- Costs not listed here but pre-approved in writing by Ecology

Costs not eligible for reimbursement:

Agreement No: SWMLSWFA-2021-ClCPW-00071

Project Title: IMP Clallam Co PW

Recipient Name: CLALLAM CO PUBLIC WORKS

-Overtime compensation (all hours are calculated at the regular rate of pay)

-Costs not specifically identified or pre-approved in writing by Ecology

Task Goal Statement:

The overall goal is a revised or amended CCSHWMP that is harmonized with the actual solid waste operations in the County and reflects the future solid waste system.

Task Expected Outcome:

With the task cost a locally adopted CCSHWMP plan amendment or revision

Recipient Task Coordinator: David Hanna**Solid and Hazardous Waste Mgt. Plan Maintenance****Deliverables**

Number	Description	Due Date
2.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

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BUDGET**Funding Distribution EG220448**

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Clallam Co Public Works Funding Type: Grant
Funding Effective Date: 07/01/2021 Funding Expiration Date: 06/30/2023
Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund:

Type: State

Funding Source %: 100%

Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Clallam Co Public Works	Task Total
General Planning	\$ 18,239.67
Solid and Hazardous Waste Mgt. Plan Maintenance	\$ 66,667.00

Total: \$ 84,906.67

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Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Clallam Co Public Works	25.00 %	\$ 21,226.67	\$ 63,680.00	\$ 84,906.67
Total		\$ 21,226.67	\$ 63,680.00	\$ 84,906.67

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, Ecology will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by Ecology. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

Ecology will conduct a risk assessment of all Local Solid Waste Financial Assistance recipients. The level of risk determines the level of oversight required by Ecology throughout the biennium. If the RECIPIENT's performance or project circumstances change, Ecology may reassess risk and notify the RECIPIENT of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. Ecology shall have the right to deny reimbursement of payment requests received after this date.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements

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contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE

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SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) <https://sam.gov/SAM/> exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains 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.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: SWMLSWFA-2021-ClacPW-00071

Project Title: IMP Clallam Co PW

Recipient Name: CLALLAM CO PUBLIC WORKS

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



AGENDA ITEM SUMMARY

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

30
3/1/22

Department: Public Works/Road

WORK SESSION ☒ **Meeting Date:** 02/28/2022

REGULAR AGENDA ☒ **Meeting Date:** 03/01/2022

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

Item summary:

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

Executive summary:

A resolution to initiate a County Road Project (CRP) for Traffic Control Devices. This project covers installation of new traffic signs along county roads to include regulatory, warning, school, guide, recreation, and road name signs.

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

This item is budgeted as a portion of Item #20 on the 2022 Annual Construction Program

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

It is recommended that the Commissioners approve and sign this resolution.

County Official signature & print name: Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi

Relevant Departments: Public Works/Road Dept.

Date submitted: 02/23/2022

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

2022 Agenda IS Initiate C1259 Traffic Control Devices

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

Revised: 3-04-2019



CR RESOLUTION ____, 2022

INITIATE A COUNTY ROAD PROJECT DESIGNATED AS CRP C1259,
TRAFFIC CONTROL DEVICES

IT IS HEREBY RESOLVED THAT improvements to various county roads will include the following:

Traffic Signing - County Wide

Installation of new traffic signs along county roads to include regulatory, warning, school, guide, recreation, and road name signs.

This project is hereby declared to be a public necessity and the county engineer is hereby ordered to report and proceed thereon as by law provided.

IT IS FURTHER RESOLVED that an appropriation from the officially adopted road fund budget and based on the county engineer's estimate is hereby made in the amounts and for the purposes shown:

ACCOUNT CODE	PURPOSE	TOTAL ESTIMATE
595.11	Engineering	\$1,000.00
595.20	Right of way acquisition	\$0.00
Total (Not subject to 36.77.065)		\$1,000.00
595.33	Construction by Day Labor	\$4,000.00
Total (Subject to 36.77.065)		\$4,000.00
Total		\$5,000.00

Est. Date to Commence Work: Jan-22

Road Dist.: All

Est. Date to Complete Work: Dec-22

Road Type: Access & Arterial

Signed This 23rd Day of February, 2022

Joe Domin
County Engineer

This project is included in the officially adopted annual road program in accordance with RCW 36.81.130 as a portion of Item No. 20.

IT IS FURTHER RESOLVED that the construction is to be accomplished by county forces in accordance with RCW 36.77.065 and WAC 136-18.

ADOPTED THIS _____ DAY OF _____, 20__.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Bill Peach

PLEASE PUBLISH: March 4, 2022

PLEASE BILL:

Clallam County Public Works/Road Dept.
223 E. 4th St., Ste. 6
Port Angeles, WA 98362



AGENDA ITEM SUMMARY

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

H1
3/1/22

Department: DCD

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 3-1-2022

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

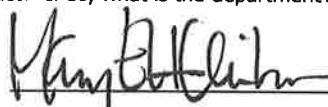
Executive summary:

The current Accessory Housing ordinance was last updated 19 years ago. This update seeks to account for changes in housing needs and preferences within Clallam County as well as clarify design requirements related to accessory housing and their use as vacation rentals, as opposed to needed long term housing. The Planning Commission held a public hearing on November 3, 2021 and voted to forward the ordinance titled "Amending Clallam County Code Title 33.50 Zoning (Accessory Housing)" to the Board of Commissioners on November 17, 2021. The Board may now review the ordinance and vote for adoption.

The ordinance will allow for an exemption from the 50% gross floor area requirement for detached ADUs smaller than 400 sq. ft., allow ADUs to be located on legal parcels 1.5 acres or greater, clarify residency requirements of ADUs in relation to vacation rentals, require ADUs to be within 300 linear feet of primary dwelling, strengthen an existing waiver related to water and sewer requirements, and eliminate provisions for new temporary medical hardship dwellings.

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?)
Vote for approval of Draft ordinance.

County Official signature & print name:  Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Holden A. Fleming, Planner II

Relevant Departments: DCD

Date submitted: 2-23-2022

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

BOCC Summary Agenda 1-31-2022
Revised: 3-04-2019

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

Amending Clallam County Code Title 33 Zoning (Accessory Housing)

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Chapter 33.03, Section 33.03.010, Definitions is amended to read as follows:

For the purpose of this title, certain terms or words herein shall be interpreted as specifically defined in this chapter. All other words in this title shall carry the meanings as specified in the latest edition of Webster's New Collegiate Dictionary. Words or phrases not listed here have neither been amended or repealed by the ordinance codified in this section and remain as currently enacted.

(1) "Accessory apartment" means an accessory housing unit located above the first floor of a multistoried commercial or limited industrial use building.

(2) "Accessory dwelling unit" or "ADU" means a separate dwelling unit, containing habitable space, bathroom(s), and a kitchen, within a single-family dwelling or separate structure associated with a single-family dwelling which is incidental and subordinate to the primary residential use of the property. Accessory dwelling units are further defined as follows:

(a) *Detached*. Those accessory dwelling units that are lawfully constructed within existing outbuildings, or stand alone, where the ADU does not share a common wall with the primary residential dwelling unit. ADUs that are connected to the primary residential structure only by a covered breezeway or similar appurtenant structure shall be considered detached.

(b) *Attached*. Those accessory dwelling units that share a common wall or floor/ceiling with the primary dwelling unit and do not meet the definition of detached accessory dwelling unit.

(3) "Accessory housing" means an accessory single-family housing unit, the residential use of which remains a clearly incidental and subordinate use to a legally constructed primary single-family dwelling, commercial, or industrial use. "Accessory housing" includes accessory dwelling units, accessory apartments, caretaker apartments, and temporary medical hardship dwellings.

(4) "Accessory use or improvement" means a use or improvement which is necessary for the full use and enjoyment of the main use of the property, is typically associated with the main use, and is subordinate to, incidental to the main use of a parcel and which includes the utilities necessary to serve the accessory use. Accessory uses and improvements are allowed in all zoning districts.

(5) "Administrator" means the Director of the Department of Community Development of Clallam County or his/her designee.

(6) "Affected party" means those parties with standing to bring action on appeals of decisions rendered pursuant to this title and is limited to the following parties:

- (a) The applicant or owner of property on which the development is proposed;
- (b) Any person entitled to notice of the application pursuant to CCC [33.37.010](#); or
- (c) Any person who deems themselves aggrieved by a decision and who will suffer direct and substantial impacts from the proposal.

(7) "Agriculture" means improvements and activities associated with the raising and harvesting of crops and livestock. "Agriculture" includes ancillary activities, including equipment storage and repair, seasonal employee housing, and temporary on-site retail stands for the sale of agricultural goods.

(8) "Airport, general aviation" means an area of land or water that is used or intended to be used for the landing and taking off of aircraft. General aviation airports are designated by the Federal Aviation Administration (FAA) and may include ancillary structures and facilities that support the public and/or commercial use of the airport, including boarding terminals, air traffic control towers, cargo decks, baggage and ticketing terminals, parking areas, fueling facilities, aircraft storage (hangars), and aircraft servicing and repair facilities.

(9) "Airport, private use" means an area of land or water that is used or intended to be used for the landing and taking off of aircraft. Private use airports are not designated by the Federal Aviation Administration (FAA) as general aviation airports and may include ancillary structures and facilities that support the private, noncommercial recreational use of the airport, including air traffic control towers, parking areas, fueling facilities, aircraft storage (hangars), and aircraft servicing and repair facilities.

(10) "Allowed use" means a use or structure which is allowed outright by this chapter in one or more zones without issuance of a conditional use permit but remains subject to all other development regulations applicable to the proposal.

(11) "Antenna" means any system of wires, cables, rods, reflecting discs, or similar devices used for the transmission or reception of electromagnetic waves external to or attached to the exterior of any building.

(12) "Asphalt plant" means a permanent (longer than nine months) installation of an asphalt plant; provided, that the facility complies with all applicable water quality, air quality, and other environmental regulations.

(13) "Bed and breakfast inns" means a single family dwelling on property occupied by the owner or manager which is constructed or converted totally or entirely into an overnight, short-term boarding house which does not detract from the residential appearance of the structure, and has five or fewer rooms for overnight accommodations.

(14) "Business park" means commercial or industrial development supporting low-intensity activities compatible with adjoining residential land uses when properly landscaped.

(15) "Caretaker apartment" means an accessory housing unit that is permitted in association with a commercial or industrial use where a residential dwelling exists, and the expressed purpose of the accessory housing unit is to provide housing for an on-site security or operations personnel.

(16) "Cemetery" means land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbariums and mausoleums.

(17) "Child daycare center" means a person or agency that regularly provides care for a group of children for periods of less than 24 hours (RCW [74.15.020](#)).

(18) "Church" means a building or buildings intended for religious worship including ancillary activities and improvements such as religious education, assembly rooms, kitchen, reading room, recreation hall, and may include a residence for church staff. This definition does not include schools devoted primarily to nonreligious education.

(19) "Commercial greenhouse or nursery" means a structure (greenhouse) or land (nursery) devoted to the cultivation and wholesale or retail of plants.

(20) "Commercial horse facility" means a facility greater than 2,000 square feet for the commercial boarding, care, training or riding of horses.

(21) "Commercial storage" means a structure, or part thereof, or area used principally for the storage of goods and merchandise.

(22) "Commercial use" means any premises devoted primarily to the wholesaling or retailing of a product or service for the purpose of generating an income.

(23) "Commercial use, neighborhood" means commercial uses whose primary function is to serve a limited geographic market area intending to enhance a neighborhood or limited residential market.

(24) "Commission" means the Clallam County Planning Commission appointed by the Board of Commissioners.

(25) "Communication relay facilities" means telephone, telegraph, television, radio, cables, microwave stations, retransmission improvements, substations and any other communication conveyance. This definition includes commercial broadcast stations, accessory control buildings, and security fencing.

(26) "Comprehensive Plan" means the Clallam County Comprehensive Plan, CCC Title [31](#).

(27) "Conditional use" means an activity or structure which is permitted in a zoning district through a special permitting process with public input and a determination that the proposed use is consistent with applicable land use regulations and the character of the neighborhood.

(28) "Corner lot" means a lot abutting on and at the intersection of two or more streets.

(29) "County" means Clallam County.

(30) "Density" means the number of dwelling units per gross acre of land which includes road rights-of-way to the centerline of fronting streets, tidelands and dedicated open space areas.

(31) "Development right" is defined as the difference between the existing use of a parcel and its potential use as permitted by existing law, i.e., a development right is equal to the unused development potential of a parcel of land. In simplest terms, a single development right usually represents the potential to build one dwelling unit.

(32) "Development standards" means a set of requirements establishing parameters to be followed in site and/or building design and development.

(33) "Duplex" means two dwelling units having a common roof.

(34) "Dwelling unit" means any building or any portion thereof which is intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes having independent living facilities for one family including permanent provisions for living, sleeping, eating, cooking, sanitation and including accessory structures and improvements.\

(35) "Easement" means a grant of one or more property rights by the property owner to and/or for public or general use by a person or public.

(36) "Family daycare provider" means a child daycare provider who regularly provides child day care for not more than 12 children in the provider's home in the family living quarters for periods of less than 24 hours (RCW [24.15.020](#)).

(37) "Financial institution" means a building, property or activity, the principal use or purpose of which is the provision of financial services, including but not limited to: banks, facilities for automated teller machines (ATMs), credit unions, savings and loan institutions, stock brokerages and mortgage companies.

(38) "Gas station" means a principal building site and structures for the sale and dispensing of motor fuels or other petroleum products and the sale of convenience retail.

(39) "Grocery store" means a structure devoted primarily to the sale of staple foodstuffs and household commodities.

(40) "Gross floor area," for structures used for commercial or industrial purposes, shall include the sum of the horizontal areas of one or more floors of a building measured from the exterior face of exterior walls or from the centerline of a wall separating two commercial uses but not including interior parking spaces, storage spaces, loading spaces and basements which are not used for human habitation or service to the public. For structures used for residential purposes,

“gross floor area” shall include the sum of the horizontal areas of one or more floors of a building measured from the exterior face of exterior walls but not including garages or exterior storage spaces.

(41) “Group home” means a facility licensed by the State which is located in a single building utilized for the full-time shelter and care of a group of unrelated people. A group home is considered to be a multiple-family dwelling when it is occupied by 17 or more clients. A group home is considered to be a home enterprise when occupied by 16 or fewer clients and when consistent with the standards for a home enterprise.

(42) “Hazardous waste” means:

(a) Any discarded, useless, unwanted, or abandoned nonradioactive substances, including but not limited to certain pesticides or any residues or containers of such substances which are disposed of in such quantities or concentration as to pose a substantial present or potential hazard to human health, wildlife, or the environment because such wastes or constituents or combinations of such wastes have short-lived toxic properties which may cause death, injury, or illness or have mutagenic, teratogenic or carcinogenic properties; or are corrosive, explosive, flammable, or may generate pressure through decomposition or other means.

(b) Any waste described in subsection (42)(a) of this section which will persist in a hazardous form for several years or more at a disposal site and which in its persistent form presents a significant hazard and may be concentrated by living organisms through a food chain or may affect the genetic makeup of man or wildlife and is highly toxic to man or wildlife; or if disposed of at a disposal site in such quantities as would present an extreme hazard to man or the environment.

(43) “Hazardous waste treatment and storage facility” means a site or facility used to store or treat hazardous waste as defined in subsection (42) of this section.

(44) “Home-based industry” means a revenue generating enterprise which is located on a residential parcel and which generates or involves outdoor activity and/or outdoor storage of equipment or supplies.

(45) “Home enterprise” means a revenue generating enterprise which is conducted entirely within a dwelling and/or within other legally existing buildings on a residential property and is subordinate and incidental to the residential use of the dwelling.

(46) “Indoor shooting range” means a facility, commercial, public or private, which provides for recreational shooting and hunter education within a fully enclosed and soundproof structure which is clearly subordinate to the residential use, if applicable, of the property.

(47) “Industrial use” means any premises devoted primarily to the manufacturing of finished or semi-finished products, and the processing of materials. This definition includes accessory facilities such as but not limited to storage facilities, transfer facilities, warehousing, heavy vehicular storage and repair, log storage, milling and sorting.

(48) “Kennel” means an establishment which is designed to accommodate the temporary boarding of six or more household pets owned by persons other than the owner of the premises.

(49) “Land use” means an activity on land serving man in some manner.

(50) “Limited industrial use” means those industrial uses which generate minimal amounts of noise, odor, glare, traffic, and other nuisance characteristics.

(51) “Lodges” means any structure accommodating an organization which is operated not-for-profit where entrance to the premises is contingent upon the payment of a monthly or yearly fee.

(52) "Long-term commercial significance" includes (or signals) the growing capacity, productivity, and soil composition of the land for long-term commercial production, in consideration with the land's proximity to population areas, and the possibility of more intense uses of land. Long-term commercial significance means the land is capable of producing the specified natural resources at commercially sustainable levels for at least the 20-year planning period, if adequately conserved. Designated mineral resource lands of long-term commercial significance may have alternative post-mining land uses, as provided by the Surface Mining Reclamation Act, Comprehensive Plan and development regulations, or other laws.(53) "Lot coverage" means the total ground coverage of all buildings or structures on a site measured from the outside of external or supporting walls, but not to include: attached garages; off-street parking lots; deck areas; terraces; swimming pools; pool deck areas; walkways; and roadways; and driveways.

(54) "Lot depth" means the horizontal length of a straight line drawn from the midpoint of the front property line of the lot to the midpoint of the rear property line.

(55) "Lot line, front" means the boundary of a lot which is common to a public or private road or access easement. Where the lot abuts two or more roads the lot owner may designate one of the lot lines common to one of the roads as the front lot line at the time the lot is developed.

(56) "Lot line, rear" means the property line of a lot that is most opposite and most distant from the designated front lot line and that does not intersect the front lot line. In the case of a triangular lot, it means a line 10 feet in length within the lot parallel to and at the maximum distance from the front lot line. In the event that the front property line is a curved line, then the rear property line shall be assumed to be a line parallel to the tangent to the front property line at its midpoint. In the case of waterfront property, the rear lot line is that which adjoins the ordinary high water line, unless otherwise designated by the Zoning Administrator.

(57) "Lot line, side" means any lot line that is not a front or rear lot line, or any lot line that intersects a front lot line.

(58) "Lot, parcel, tract" means an ownership of land in which the boundary is defined by a deed recorded in the County Auditor's office and assigned a tax parcel number by the County Assessor; or a lot which has been defined by a survey recorded pursuant to Washington State surveying or platting laws and assigned a tax parcel number by the County Assessor; or parcels recognized by resolution of the Board of County Commissioners adopted prior to the effective date of this title.

"Lot width" means the horizontal distance between side lot lines measured at right angles to the lot depth line at a point midway between the front and rear property line. If the side property lines are not parallel the width of the lot shall be the length of a line at right angles to the depth line of the lot at a distance midway from the front and rear lines required for the district in which the lot is located.

(60) "Marijuana processor" means a person licensed by the State Liquor and Cannabis Board to process marijuana into marijuana concentrates, usable marijuana and marijuana-infused products, and package them for sale in retail outlets and at wholesale to marijuana retailers.

(61) "Marijuana producer" means a person licensed by the State Liquor and Cannabis Board to produce and sell marijuana at wholesale to processors and other producers.

(62) "Marijuana retail" means a person licensed by the State Liquor and Cannabis Board to sell marijuana concentrates, usable marijuana, and marijuana-infused products in a retail outlet.

(63) "Master planned resort" means a self-contained and fully integrated planned unit development, in a setting of significant natural amenities, with primary focus on destination resort

facilities consisting of short-term visitor accommodations associated with a range of developed on-site indoor or outdoor recreation facilities.

(64) “Medical hardship” means a physical or mental incapacitation requiring daily care by an on-site caregiver and is attested to, in writing, by a licensed practicing physician in the State of Washington.

(65) “Medical hardship dwelling” means a mobile home or manufactured home, as defined by WAC [296-150M-0020](#), allowed to provide temporary housing in cases of documented medical hardship.

(66) “Medical service facility” means a licensed medical physician’s clinic or outpatient care clinic where overnight accommodations are not provided.

(67) “Mineral extraction” means activities involved in the extraction and processing of minerals from the earth for industrial, commercial, or construction uses, excluding water. For the purpose of this chapter, removal of solid materials from the earth is not deemed mineral extraction until the activity collectively results in more than three acres of land being disturbed or that results in pit walls more than 30 feet high and steeper than one horizontal to one vertical. This definition does not include disturbances greater than three acres of land during any one period if the cumulative area that has not been rehabilitated according to the state’s reclamation requirements outlined in Chapter [78.44](#) RCW is less than three acres. Farming, road construction, mineral exploration testing and site preparation for construction shall not be deemed mineral extraction activities.

(68) “Mineral Resource Land Overlay District” or “MRLOD” means an overlay designation given to the location of a surface mine or proposed surface mine. A surface mine located upon land having the MRLOD designation may operate there without first obtaining a conditional use permit, if one would otherwise be required in the absence of MRLOD designation. Such a surface mine is and remains subject to the regulations in Chapter [35.62](#) CCC and all other applicable development regulations.

(69) “Minimum lot size” means the smallest parcel size upon which a dwelling may be placed or constructed, provided, that roads and open spaces which are dedicated to the public and tidelands shall be excluded in the calculation of lot size, provided, that lots in the Rural (R1) zoning district may have roads dedicated to the public as part of a land division in the minimum lot size calculation.

“Mini-storage self-storage” means any real property designed and used for the purpose of renting or leasing individual storage space to occupants for the purpose of storing and removing personal property. A self-service storage facility is not a public warehouse.

(71) “Mixed-use” means development that combines two or more different land uses on the same lot or contiguous lots in the same zone, such as retail uses and residential uses.

(72) “Mobile home park” means a lot or parcel of land occupied by two or more mobile homes on a rent or lease basis, and approved by Clallam County pursuant to County regulations.

(73) “Motel/hotel” means a structure which provides overnight, short-term boarding to transient guests and not defined as a bed and breakfast inn facility.

(74) “Multiple-family dwelling” means a building containing three or more dwelling units.

(75) “Nonconforming use or structure” means a lawful structure or use existing at the time this title or any amendment thereto becomes effective, which does not conform to the requirements of the zone in which it is located.

(76) "Off-street parking" means any space specifically allocated to the parking of motor vehicles that is not located within a public right-of-way, travel lane, service drive, or any easement for public use.

(77) "Outdoor-oriented recreation facilities" means buildings, land alterations, or other facilities which are intended to provide for recreational activity including, but not limited to, campgrounds, boat launching facilities, golf courses and ball fields.

(78) "Outdoor shooting range" means a facility, commercial, public or private, and use, part of which occurs outdoors, which is established for the purpose of recreational shooting and hunter education/training. An "outdoor shooting range" includes the discharge of firearms for any lawful purposes. Accessory uses which directly relate to the use of the site as an outdoor shooting range such as campgrounds and indoor retailing of shooting supplies are included.

(79) "Parking space" means an area set aside for the parking of one motor vehicle.

(80) "Performance standards" means criteria that are established and must be met before a particular use will be permitted. These measures are designed to guide development of property and include, but are not limited to, open space requirements, water and wastewater requirements, buffer zones, screening, size and height limits for buildings, noise, vibration, glare, heat, air or water contaminants, and traffic.

(81) "Permitted use" means an activity or structure which is either allowed in a zone pursuant to this chapter without conditions or formal action by the County, or is identified as a conditional use.

(82) "Person" means a man, woman, firm, association, partnership, political subdivision, government agency, corporation or any other human entity whatsoever.

(83) "Preferred use" means the use that is the most appropriate lawful use for a particular parcel because that use best furthers the public policy behind the zoning or overlay designation applicable to that particular parcel.

(84) "Primary dwelling unit" means a structure consistent with the definition of "single-family dwelling," as set forth in this section; provided, that this definition applies to those single-family residential structures on parcels where an accessory dwelling unit, consistent with the standards of Chapter 33.30 CC, is also permitted.

(85) "Primitive campground" means a campground for day use and overnight accommodations by campers only (no recreational vehicles or tent-trailers). A primitive campground is also an outdoor-oriented recreation use, unless specified in each zoning district.

(86) "Professional office" means a structure accommodating the following professional offices: medical, dental, chiropractic, accounting, consulting, cosmetologist, real estate offices or such other offices of persons required to be licensed by the State of Washington following completion of required training.

(87) "Public building" means a building or improvement which is used or owned by a governmental agency.

(88) "Public improvement" means a facility which is used or owned by a governmental agency.

(89) "Race track" means an area devoted to the racing of motor and nonmotorized vehicles or animals, and all improvements normally associated with racing such as off-street parking, patron seating, concessions, and a fixed race track.

(90) "Restaurant" means a business in which food is prepared and sold for consumption.

(91) "Research facility" means an improvement devoted to or supporting research activities and having minimal nuisance characteristics related to odor, noise, glare and radiation. "Research"

is an activity devoted to the obtaining of knowledge and does not include any product retailing or wholesaling activity. Testing for surface and subsurface minerals is not a research activity.

(92) "Retail use" means a land use devoted primarily to the wholesale and retail sale of a product or service to the general public.

(93) "RV park" means a campground for day use and overnight accommodations by motor homes, travel trailers, truck campers and camping trailers.

(94) "Satellite Bedroom" means habitable space (may include bathroom(s)) that is a separate structure and associated with a single family dwelling. Satellite bedrooms must share water and wastewater disposal systems, when applicable, with the primary residential unit. Satellite Bedrooms do not qualify as vacation rentals or bed and breakfasts.

(95) "Satellite dish antenna" means a round, parabolic antenna intended to receive signals from orbiting satellites and other sources. Noncommercial dish antennas are defined as being less than four meters in diameter. Commercial dish antennas are typically those larger than four meters and typically used by broadcasting stations.

(96) "School" means a building where instruction is given to persons to enhance their knowledge or skills. Buildings where instruction is given primarily on religious matters are not deemed to be schools.

(97) "Setback" means the minimum distance allowed by this chapter between a lot line or the centerline of a street right-of-way and the foundation of any building on the lot; provided, however, that eaves, decks, porches, bay windows, chimneys or other architectural elements may project no more than two feet in any required setback except in instances where such projection would be over or on an easement, which is not allowed; and, provided further, that structures and improvements associated with utilities or roads dependent on location on or near road right-of-way shall be allowed without meeting the setback standards of the Zoning Code.

(98) "Shooting range" means a facility established for the purpose of recreational shooting, including, but not limited to, target and skeet shooting.

(99) "Should" when used in a statement indicates a preference, recommendation or exhortation rather than a mandate or requirement and is a synonym for "may."

(100) "Single-family dwelling" means a dwelling unit detached from any other dwelling unit and intended to be occupied by one family and including accessory improvements and uses. This definition includes manufactured homes such as mobile homes, modular homes and other homes manufactured in components or as one complete dwelling unit.

(101) "Storage facility" means a building or fenced open yard used solely for the storage of goods and materials; provided, that automobile wrecking or salvage facilities are excluded from this definition.

(102) "Street" means any vehicular right-of-way which:

- (a) Is an existing State, County or municipal roadway; or
- (b) Is a privately owned easement; or
- (c) Is shown upon a plat or short plat or survey approved pursuant to County regulations; or

(d) Is approved by other governmental action. The street shall include all land within the boundaries of the street right-of-way which is improved.

(103) "Street classifications" means those functional classifications given to streets by the Clallam County Board of Commissioners under the provisions of RCW [36.86.070](#).

(104) "Street right-of-way" means a strip of land acquired by reservation, dedication, forced dedication, prescription or condemnation, and intended to be occupied by a street, as specified by

recorded easements, recorded ownership instruments, or dedications accepted by the Board of County Commissioners for public transportation purposes.

(1054) “Tavern” means any establishment with special space and accommodation for sale by the glass and for consumption on the premises of beer and/or wine.

(1065) “Timber harvesting” means improvements and activities associated with the growing and harvesting of trees. Such activity includes land preparation for tree planting, road construction, tree thinning, brush control, log storage and sorting yards, tree nursery facilities, research activity related to timber growing, improvements required for environmental impact mitigation, temporary chipping and barking activity utilizing portable equipment, storage of materials, vehicles and equipment supporting timber growing, harvesting and transportation activities, staging areas and facilities, timber trans-shipment facilities, log scaling facilities, the extraction of gravel and rock necessary to support timber management activity and all other equipment and associated practices which are recognized by and consistent with the regulations of the Washington State Forest Practices Act of 1974.

(1076) “Timber labor camp” means facilities which are designed to accommodate persons who are employed in timber management activities. Such facilities provide overnight sleeping, waste disposal and one cooking facility to serve the entire facility.

(1087) “Tourist shop” means a facility devoted primarily to the sale of a product or service to the traveling public, including antique or curio shops, and memorabilia.

(1098) “Transfer of development rights” or “TDR” means an innovative voluntary program in which unused transferable development rights (TDRs) created by the County to one parcel can be sold and transferred without buying and selling the land. The transferable development rights may be utilized in an urban growth area to increase allowable densities.

(11009) “Unclassified use” means an activity on land not defined by this title and not listed as an allowed use, conditional use, or prohibited use in this title.

(1110) “Urban growth area” means those areas designated by Clallam County pursuant to the policies in the County-wide Planning Policy and the Comprehensive Plan.

(1124) “Urban level of facilities and services” means those services defined as “urban governmental services” which level of services is defined within the capital facilities element of the Clallam County Comprehensive Plan.

(1132) “Utility” means a fixed, conveyance type improvement serving two or more owners. Said improvement conveys power, gas, water, sewage, surface drainage, or communication signals. This definition does not include intercounty or interstate transmission facilities.

(1143) “Vacation rental” means a legally constructed dwelling intended for occupancy of the entire dwelling (not rental of individual rooms) by any person/group other than the primary owner for periods of 30 days or less and is an allowed use in all zoning districts that allow single-family residences. Unhabitable structures like garages, barns, or sheds shall not be used as vacation rentals. “Vacation rental” does not include a bed and breakfast permitted and operated in accordance with this code.

(1154) “Variance” means an exception from the minimum standards of this chapter allowed by the provisions of Chapter 33.30 CCC.

(1165) “Vehicular repair” means a structure or land use devoted to the repair of motor vehicles and not otherwise defined as a home-based industry.

(1176) “Veterinary clinic” means any building or portion thereof designed or used for the medical care or treatment of cats, dogs, or other animals.

(11~~87~~) “Wholesale commercial use” means establishments or places of business primarily engaged in selling merchandise or services to retailers, industrial customers, institutional agencies, professional business users or to other wholesalers.

(11~~98~~) “Wood manufacturing” means any wood manufacturing premises devoted primarily to the manufacturing of semi-finished products, finished products and the processing of materials. This definition includes accessory facilities such as but not limited to storage facilities, transfer facilities, warehousing, heavy vehicular storage and repair, log storage, milling and sorting.

(120~~19~~) “Wood manufacturing (small-scale)” means any wood manufacturing activity meeting the following criteria: cabinet shops and other wood finishing facilities; all activity takes place indoors; and the structure is less than 5,000 square feet.

(12~~19~~) “Wrecking yard” or “junk yard” means an open area where scrap materials or motor vehicles are bought, sold, exchanged, recycled, stored, disassembled or handled, but which cannot be used again for the purpose for which it was originally intended.

(122~~4~~) “Zone” means a mapped area to which a uniform set of regulations applies. The Clallam County Official Zoning Map describes the extent and boundaries for the zones described within this title.

(123~~2~~) “Zoning” means the process by which a county or municipality legally controls the use of property and physical configuration of development upon tracts of land within its jurisdiction.

Chapter 33.50, Section 33.50.010, Purpose and intent is amended to read as follows:

Clallam County recognizes the benefits that accessory housing can provide as a housing alternative where such benefits considered and are balanced with other community goals. The purpose and intent of this chapter is to:

- (1) Ensure that accessory housing remains primarily an incidental and subordinate use to the existing single-family dwelling or business.
- (2) Protect the local and neighborhood character in areas where accessory housing is allowed.
- (3) Accommodate unique or special housing needs and circumstances such as caretaker housing.
- (4) Increase and diversify available low-income rental housing stock inside the County²s designated urban growth areas.

Provide for the general convenience of area land owners to accommodate family and guests with independent living quarters.

- (6) Allow for accessory apartments above commercial and industrial buildings without consuming valuable commercial and industrial property with residential uses.
- (7) Create alternative housing opportunities that promote more efficient use of existing or planned public and private transportation facilities and utilities.
- (8) Encourage accessory housing where public and private utilities, transportation facilities, and other facilities already exist.

Chapter 33.50, Section 33.50.020, Applicability is amended to read as follows:

Accessory housing units are allowed land uses in all zones where otherwise consistent with the standards of this chapter and the Clallam County Code. Accessory housing includes accessory dwelling units (ADUs), accessory apartments, and caretaker apartments, and medical hardship dwellings. Accessory housing which conforms to the standards in this chapter shall not be considered to exceed the allowable density for the lot upon which it is located and shall be

considered a residential use which is consistent with the comprehensive plan and zoning designation for the lot.

Chapter 33.50, Section 33.50.030, General requirements is amended to read as follows:

The requirements listed below apply to all accessory housing:

(1) Certificate of Occupancy. A certificate of occupancy is required ~~to be obtained pursuant to the Uniform Building Code and shall be obtained~~ from the Building Official and posted within the accessory housing unit. The code inspection required to obtain a certificate of occupancy in an existing structure shall be restricted to the portion of the structure to be occupied by the accessory housing unit and shall apply only to new construction, and not the existing components of the primary dwelling.

(2) Structure Type. Accessory housing units shall not be trailers, recreational vehicles, buses, truck storage containers, or similar manufactured units which are not originally intended to be used for permanent residences. Structures described under WAC [296-150R-0020](#) as “temporary living quarters” shall not be permitted or placed under the provisions of this section. If such structures are occupied for a period of ninety (90) or more consecutive calendar days in the same location, such occupation shall be considered a violation of this chapter and subject to enforcement under Clallam County Code.

(3) Water and Wastewater Disposal.

(a) Accessory housing shall be required to utilize the same potable water source as the associated primary residential dwelling for commercial or industrial use.

(b) Accessory housing shall not be permitted unless the Environmental Health Division certifies that the water supply and sewage disposal facilities are adequate for the projected number of bedrooms.

(4) Recording. To ensure continued compliance with owner-occupancy and other ordinance requirements by current as well as subsequent owners, a registration of the accessory housing unit in the form of a notice to title shall be filed and recorded with the Clallam County Auditor. The notice to title shall be on a form provided by the Administrator and filled out completely by the applicant prior to filing. The notice to title shall run with the land and serve as notice to all future purchasers of the subject property of the presence of the accessory housing unit and applicable restrictions regarding accessory housing units contained in the Clallam County Code. Prior to registration, in the form of a copy of the filed document, shall be submitted to the Department of Community Development prior to issuance of a certificate of occupancy. Said registration may only be removed upon a demonstration to the Department of Community Development that the accessory housing unit has been lawfully removed from the subject property, or the portion of the subject property containing the accessory housing unit is legally subdivided from the remainder of the property pursuant to CCC Title [29](#).

(5) Sale or Transfer of Accessory Housing Units. Accessory housing units shall not be sold as separate dwelling lots from the subject property, unless the portion of the subject property containing the accessory housing unit is legally subdivided from the remainder of the property pursuant to CCC Title [29](#).

(6) Density. There shall be no more than one accessory housing unit allowed per lot.

Chapter 33.50, Section 33.50.040, Additional standards for accessory dwelling units is amended to read as follows:

In addition to the general requirements of CCC [33.50.030](#), accessory dwelling units shall be subject to the following requirements.

(1) Size.

(a) Size of Detached ADU. Detached ADUs shall not exceed fifty (50) percent of the gross floor area of the primary dwelling unit, nor exceed 1,250 square feet in gross floor area. This requirement shall not apply to any detached ADU 400 square feet or less.

(b) Size of Attached ADU. Attached ADUs shall not exceed thirty-five (35) percent of the gross floor area of the primary dwelling unit.

(2) Density.

(a) The property on which an ADU is to be located must be a legally created parcel, comply with the minimum lot size of the underlying zone. Parcels not meeting the minimum lot size may be allowed an attached ADU, but detached ADUs are prohibited.

(b) Outside of designated urban growth areas, the property on which a detached ADU is to be located shall be at least 1.5 acres in size. This standard may be waived by the Administrator where it can be demonstrated that the detached ADU will be served by a community water supply and an adequate community sewage disposal system.

(c) Inside areas zoned Agricultural Retention (AR), detached ADUs are prohibited except on lots that are subject to the agricultural retention development standards of CCC [33.07.010\(4\)](#) to CCC [33.07.010\(10\)](#), or where the existing parcel is thirty (30) acres or larger in size.

(d) Inside areas zoned Commercial Forest (CF), detached ADUs are prohibited.

(3) Occupancy.

(a) The owner of the parcel shall live either in the primary dwelling or ADU as their primary residence. For the purpose of this standard, "primary permanent residence" shall mean occupancy by the underlying property owner for less than 120 days during a calendar year.

(b) ADUs may be used for occupation by family members, guests, renters, lessees, and estate caretakers/groundskeepers.

(c) Either the primary dwelling or the ADU may be used as a vacation rental, as defined in CCC 33.51, but not both.

(d) Design. ADUs shall be designed so that the appearance of the lot remains that of a single-family residential development through the following standards:

When development abuts or is accessed by a county road, Aall building entrances shall be located so that only one entrance faces the road frontage of the development.

(b) On-site parking area shall be provided.

(c) Access for vehicle ingress and egress shall share the same legal access onto a public or private road as the primary dwelling unit and no new access shall be established for the ADU.

(d) The primary dwelling and the ADU may be no more than 300 linear feet from each other.

Chapter 33.50, Section 33.50.050, Additional standards for accessory apartments and caretaker apartments in commercial and industrial zones is amended to read as follows:

In addition to the general requirements of CCC [33.50.030](#), accessory apartments and caretaker apartments shall be subject to the following requirements.

(1) The gross floor area of an accessory or caretaker apartment shall not exceed 1,250 square feet.

(2) In order to ensure accessory apartments do not constitute an encroachment into commercial areas or otherwise compete with commercial or industrial developments for limited commercial or industrially zoned land, accessory apartments shall only be allowed to locate above the first floor of multi-storied commercial or industrial buildings.

(3) Caretaker apartments shall be permitted in commercial or industrial zones.

Chapter 33.50, Section 33.50.060, Additional standards for temporary medical hardship dwellings is amended to read as follows:

~~In addition to the general requirements of CCC 33.50.030, temporary medical hardship dwellings shall be subject to the following requirements.~~

~~— (1) The mobile home, manufactured home or the primary single-family dwelling will be occupied by a person who is caring for or being cared for by the person occupying the second dwelling on the same parcel. —~~

~~— (2) Evidence of the medical hardship shall be documented in writing by a licensed physician practicing in the State of Washington, on a form provided by the County, stating the nature of the medical hardship and verifying that one of the occupants of the temporary hardship dwelling or dwelling specified in subsection (1) of this section requires care by the caregiver living on the parcel due to a documented medical hardship.~~

~~— (3) This exception from the single-family dwelling and density standards of the underlying zone does not excuse the applicant from Uniform Building Code, Environmental Health Code, or any other applicable land use or construction regulation. All other applicable permits shall be procured by the applicant prior to construction.~~

~~— (4) The mobile home or manufactured home will be removed following termination of the medical hardship within a period not to exceed ninety (90) days from the date the medical hardship terminated, unless the hardship dwelling can be brought into compliance with the requirements of CCC Title 29 (Land Division Code), or the accessory dwelling unit standards of CCC 33.50.040.~~

~~— (5) A certificate of occupancy shall be issued by the Clallam County Building Division for the mobile or manufactured home when all applicable requirements and permits have been satisfied. The certificate of occupancy shall be valid for a period not to exceed three (3) years from the date of issue. The applicant shall be allowed the opportunity to renew the certificate of occupancy prior to expiration.~~

~~— (6) As a condition of approval for the temporary medical hardship dwelling exception, the applicant must demonstrate to the satisfaction of the Zoning Administrator that suitable living accommodations can not be provided for consistent with the CCC 33.50.040, Accessory dwelling unit standards. Any waiver by the Administrator shall be based on a finding that it is necessary to accommodate the medical hardship. Any waiver shall be the minimum necessary to accommodate the medical hardship.~~

ADOPTED this _____ day of _____ 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC
Clerk of the Board

Bill Peach

DRAFT



CLALLAM COUNTY

ACCESSORY DWELLING UNIT CODE UPDATE



BACKGROUND & HISTORY

• Original ADU code adopted in December of 1995

- Established 1.5 acre minimum lot size for rural zones
- Established 1200 sq. ft. minimum SFD size for attached ADUs
- Established 35% sq. ft. maximum for attached ADUs
- Established 800 sq. ft. maximum for detached ADUs

• ADU code updated in July of 1996

- Increased the maximum size of detached ADUs from 800 sq. ft. to 1250 sq. ft.

• Current ADU code adopted in August of 2002

- Established Purposes & Intent of ADU code
- Established General Requirements for ADUs
- Limited Detached ADUs to fifty (50) percent of the gross floor area of the primary dwelling unit
- Established Occupancy Requirements for ADUs
- Established Design Criteria for ADUs
- Established Additional standards for accessory apartments and caretaker apartments in commercial and industrial zones
- Established Additional standards for temporary medical hardship dwellings



PURPOSE & GOALS OF UPDATE

- Evaluate Current ADU code after 19 years of use
- Account for changes in housing needs and preferences
- Increase access to affordable housing by making obtaining ADUs in Rural Character Conservation zones easier
- Clarify design requirements of ADUs
- Help protect affordable housing stock by modifying occupancy requirements of ADUs.



KEY CODE CHANGES

1. Allow for an Exemption from the 50% gross floor area requirement for ADUs 400 sq. ft. or smaller
2. Eliminate requirement for ADUs to be located on parcels meeting minimum lot size requirements
3. Prevent Vacation Rentals from competing with long term rentals by limiting parcels with an ADU to one Vacation rental
4. Ensure incidental and subordinate use of ADU by requiring ADUs to be within 300 feet of primary dwelling
5. Allow for detached ADUs on parcels below 1.5 acres when community water is utilized and an adequate sewage disposal system can be sited.
6. Eliminate provisions for temporary medical hardship dwellings



RATIONALE FOR CHANGES

1. Clallam County recently began permitting “BLU 392s” as a way meeting affordable housing needs within the county while minimizing potential development impacts. A 400 sq. ft. detached ADU exemption would allow the placement of detached ADUs on parcels that were originally developed with small (less than 800 sq.ft.) primary dwellings allowing these property owners to enjoy the benefits of a detached ADU without having to develop a larger primary dwelling.



RATIONALE FOR CHANGES

2. Under the 2002 ADU ordinance, detached ADUs must be placed on parcels meeting the minimum lot size requirements of the underlying zone. There are many legally created parcels (most notably in the RCC3 & RCC5 zones) that have well over 1.5 acres but have less than the required zone minimums because the lots were created prior to current zoning requirements. By changing the wording of the ADU code requirement to reflect on the parcels legality, we are allowing many parcels that were previously unable to have detached ADUs to have detached ADUs. Example: under current requirements a 8 acre parcel in the RCC5 zone would not be allowed a detached ADU, under the proposed requirements this parcel would support a detached ADU.



RATIONALE FOR CHANGES

3. ADUs serve a vital role in Clallam County's ability to meet affordable housing needs. When an ADU is utilized as a Vacation Rental (short term, less than 30 days) it can no longer serve this vital function. When the current ADU code was adopted in 2002 the concept of single family home used as Vacation Rentals was not as ubiquitous in this area as it is now. By limiting parcels to only one vacation rental, this restriction would help ensure that ADUs are being used to meet the long term housing needs of County residents.



RATIONALE FOR CHANGES

4. By requiring detached ADUs to be within 300' of the primary dwelling, this code can help alleviate a portion of the subjectivity built into the phrase "incidental and subordinate". At 300' a primary dwelling and its ADU can be reasonably assumed to be related with the other design requirements present in the ADU code. Additionally, 300' is enough distance to maintain a level of privacy desirable to property owners seeking an ADU.



RATIONALE FOR CHANGES

5. One of the original goals of the ADU code update was to put Rural Character Conservation zones on even footing with other rural zones. No review has been conducted to assess the cumulative impact on density or rural character that would be associated with the reduction of the 1.5 acre requirement outside of UGAs. However, an existing administrative waiver allows for the development of detached ADUs on parcels smaller than 1.5 acres when the parcel is served by community water and sewer. By adjusting the waiver requirement to rely on a parcel's ability to support a septic system servicing both the primary dwelling and ADU, we can support smart development in areas already served by community water while preventing changes to the rural character of areas not served by community water systems.



RATIONALE FOR CHANGES

6. Provisions for Temporary Medical Hardships (TMH) were implemented in 2002 and allowed qualifying applicants to avoid the size, density, occupancy, and design requirements of ADUs. As a part of the requirements of a TMH, a certificate of compliance valid for three years would be issued with an option to renew the certificate prior to expiration. The three year gap between issuance and expiration made enforcement of the provisions of the TMH conditions difficult and has lead to confusion related to the structures legality. It has been approximately three years since a TMH has been approved which means that there should be no active TMH at this time...(cont.)



RATIONALE FOR CHANGES

(Cont.)... Changes found within this proposed ADU code update along with the contents of the proposed new RV ordinance should allow for county residents in need of alternative housing solutions related to medical hardships should to find reasonable relief. Additionally, county residents always have the ability to request a zoning variance related to the ADU code for situations that fall outside the typical requirements of the code.



ADDITIONAL JUSTIFICATION

ADUs serve a vital role in supplying Clallam County with affordable rental housing as well as providing a potential income source for owners of ADUs. They are not however a solution to all housing needs. To this point, Clallam County staff has begun utilizing the term “Satellite Bedroom” to refer to bedrooms separate but associated with a single family dwelling. These bedrooms may or may not be served by an en suite bathroom, but always require the support of the primary dwelling for kitchen services. It should be noted that in certain situations where detached ADUs are not allowed, the needs of the property owner may be met through the construction of a satellite bedroom. Satellite bedrooms can not be used as vacation rentals or as a part of bed and breakfast.

KEY REQUIREMENTS NOT CHANGED

1. Structure Type: Accessory housing units shall not be travel trailers, recreational vehicles, buses, truck storage containers, or similar manufactured units which are not originally intended to be used for permanent residences.
2. Owner Occupancy: The owner of the parcel shall live either in the primary dwelling or ADU as their primary residence.

RATIONALE FOR SECTIONS NOT CHANGED

1. Structure Type: The accessory housing code is designed to regulate dwelling units designed for permanent habitation that can be issued certificates of occupancy. 33.03.010(2) defines ADUs as “a separate dwelling unit within a single-family dwelling or a separate structure associated with a single-family dwelling which is incidental and subordinate to the primary residential use of the property.” Furthermore, dwelling units are defined as “any building or any portion thereof which is intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes having independent living facilities for one family including permanent provisions for living, sleeping, eating, cooking, sanitation and including accessory structures and improvements.”

RATIONALE FOR SECTIONS NOT CHANGED

(Cont.)...Under the current Accessory Housing Code, stick built, manufactured, and modular homes are all allowed to be utilized as accessory housing structures. All of the currently allowed structure types are building types that the county building division has authority to issue certificates of occupancy for. WAC 296-150R-0020 defines RVs as temporary living quarters designed for seasonal use. Similarly, RV park models are defined in WAC 296-150P-0020 as “temporary living quarters for [...] seasonal use.” In both cases, the defining feature is that the structures are designed for seasonal use, not permanent habitation.

RATIONALE FOR SECTIONS NOT CHANGED

(Cont.)...The regulation of RVs and RV park models is an important issue to Clallam County residents, but by definition, RVs and RV park models are not dwelling units, and should not be regulated through the accessory dwelling units. In order to facilitate effective code administration, DCD recommends keeping the current structure type requirements in place and addressing regulations related to RVs and RV park models in a separate ordinance.

RATIONALE FOR SECTIONS NOT CHANGED

2. **Owner Occupancy:** The current accessory housing code sets certain requirements for ADU construction that make it clear that the development of an ADU is not a development by right in the same way that a single family house is. The owner occupancy requirement in place points to an intent that ADUs were meant to be a special tool available to owner occupants while preventing absentee landlords and issues related to that. Additionally, the owner occupancy requirement helps ensure the ADU remains incidental and subordinate to the primary dwelling. Removing the owner occupancy requirement could change neighborhood character away from SFD to something akin to multifamily development (or at a minimum, a de-facto higher density than what the underlying zoning allows).

RATIONALE FOR SECTIONS NOT CHANGED

- (Cont.)...Additionally, removal of this requirement could create an increase in market pressure due to competition between owner occupants and real-estate investors. This in turn may increase the cost of home ownership as real-estate investors would now have the ability to rent out two units on any given single family lot as opposed to one. This has the potential to not only price out owner occupants looking to move to the area, but could also result in higher tax evaluations that would disproportionately affect elderly residents and those on fixed incomes.

RATIONALE FOR SECTIONS NOT CHANGED

(Cont.)...As it stands, by requiring owner occupancy for ADU development, the property owner is put in a powerful position to be able to determine if they desire an additional dwelling unit in not just their neighborhood, but on the property where they live. In a very real sense, removing the owner occupancy requirement would allow for those outside a neighborhood to make decisions that could have a profound effect on neighborhood integrity and rural character while never directly being affected by the decisions to develop a property with an ADU. By removing the owner occupant requirement within the accessory housing code, this could result in a larger percentage of the housing stock being owned by a smaller percentage of the population resulting in fewer opportunities overall for home ownership.

RATIONALE FOR SECTIONS NOT CHANGED

(Cont.)...By removing the owner occupant requirement, the County would be incentivizing an increase in the rental market without helping develop communities long-term. Maintaining the current owner occupancy requirement has no potential to harm neighborhood character or decrease the affordability of housing in an area. Owner occupancy requirements preserve ADUs as a powerful tool for owner occupants to provide housing flexibility in their neighborhood, while preventing accessory dwelling units from being utilized by absentee landlords as a means of increasing rental income at the cost of neighborhood character and stability.

ADUs AROUND THE STATE

Summary of Selected County Accessory Dwelling Unit Ordinances
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County, Population & Code	Location (rural)	Owner Occupancy Requirement	Size Requirements	Parking Requirements	Permitting Process required	Design Standards	Other
Glallam County 73,486 33.5 Accessory Housing	Attached or Detached (must comply w/ zoning) Outside of UGA, detached ADU must be on at least 1.5 acres	Yes, no less than 120 days per year	Detached ADUs shall not exceed 50% of the gross floor area of the primary dwelling unit, nor exceed 1,250 square feet in gross floor area. Attached ADUs shall not exceed 35% of primary residence	One site parking shall be provided.	Public notice is required	Appearance of lot must maintain single family feel. Entrance to ADU cannot face the road (not same direction as primary) Parcels not meeting the minimum lot size allowed an attached ADU, but detached ADUs are prohibited.	A certificate of occupancy is required pursuant to the Uniform Building Code. Density: " must comply with the minimum lot size of underlying zone. Parcels not meeting the min lot size...detached ADU prohibited"
Clark County* 459,495 PROPOSED AMENDMENT: 40.260.022 Accessory Dwelling Units – RURAL (RADU) *Currently urban only. Proposed new ordinance. Planning Commission in November, Board in January.	Proposing RADU: Rural Accessory Dwelling Unit Attached only	Yes, record a deed restriction and covenant. At least 6 months of the year	Size shall not exceed 1,500 or 40% of the primary dwelling space, whichever is less	One parking space shall be provided on-site	Subject to a 75% reduction in transportation impact fees	Building height shall meet the requirements of the zone Entrance located on the side or rear of primary dwelling	The dwelling unit that includes the primary unit and the RADU together shall conform to the standards of the zone, including, but not limited to lot coverage and setbacks. Accessibility: To encourage the development of ADA-accessible housing units, reasonable deviation from the requirements of this section for features that facilitate accessibility
Idaho County* 260,131 *grandfather clause, may not apply to Thurston County 17.410.060 Provisions applying to special uses.	ADU= Detached with Conditional Use Permit (CUP) ALQ= Attached in rural areas	Yes	Not exceed fifty percent of the square footage of the habitable area of primary residence. For ADU: Or 900sq ft whichever is smaller	Provide additional off street parking	ADU= Hearing Examiner & CUP	ADU * Same side street entrance as primary residence * w/in 150ft of primary residence or conversion of existing structure ALQ: No additional street side entrance	* No mobile homes or recreational vehicles allowed as ADU * Manufactured homes are allowed

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ADUs AROUND THE STATE

Summary of Selected County Accessory Dwelling Unit Ordinances
DRAFT

County Population	Location (rural)	Owner Occupancy Requirement	Size Requirements	Parking Requirements	Permitting Process required	Design Standards	Other
Lewis County* 75,882 <i>17.102 Accessory Dwelling Units</i> <i>*In the process of updating policy</i>	Attached or detached		up to 1,296 square feet of gross floor area		condition stating no future subdivision allowed	Share same primary access as principal unit No more than 2 bedrooms	Establish a bonus density for clustered developments in rural lands that set aside 50 percent or more of a project site as a permanent restrictive easement (see 16.18.030). Permit duplexes as an allowed use on rural lands (see 17.42.040)
Mason County 61,023 <i>17.03.029 Accessory dwelling unit requirement</i>	Either attached or detached	Yes, either principal residence or ADU	The ADU shall not exceed 80% of the square footage of the habitable area of the primary residence or 1,000ft, whichever is smaller	Additional off street parking must be provided	Special Use Permit	All setback requirements must be met by the ADU Detached: Located within 150ft of the principal residence or a conversion of an existing detached structure (i.e. garage)	No recreational vehicles shall be allowed as ADU
Pierce County* 843,954 <i>*Not included in density, grandfather clause.</i> <i>18A.37.120 Accessory Dwelling Unit (ADU)</i>	Attached or detached	Yes, with affidavit	When located outside an Urban Growth Area, the size may be up to 1,250 square feet	One additional off street parking space is required	Building permit and ADU application, and record a notice on property title	Detached: the building height of the ADU shall not be greater than the principal dwelling's building height, unless the ADU is above a detached garage. Entrance not directed toward the front yard	Not allowed on Small Lot Design A detached ADU may be any dwelling permitted in the applicable land use classification.
Snohomish County* 772,501 <i>30.28.010 Accessory apartments</i> <i>*Detached allowed, never challenged</i>	"Accessory Apartments" Attached or detached	Yes, declaration of occupancy required	Attached size depends on size of primary residence, based on % Detached shall not exceed 40% of primary, or 850 square feet, whichever is less	One additional off-street parking space required	Administrative Conditional Use Permit	Must match design of primary structure Attached: entrance shall be on the side or rear of dwelling	Mobile home allowed as detached accessory apartment Not allowed on substandard lots: lots smaller than the current zoning

DRAFT



ADUs AROUND THE STATE

Summary of Selected County Accessory Dwelling Unit Ordinances
DRAFT

County Population	Location (rural)	Owner Occupancy Requirement	Size Requirements	Parking Requirements	Permitting Process required	Design Standards	Other
Skagit County 121,846 14.16.710	Attached or detached	Yes, owner or immediate family member on property for 6 months	Max 900sq ft, but no more than 50% principal unit	A total of 3 parking spaces for principal and ADU	ADU application,	Only 1 obvious entrance if attached. Detached must maintain appearance of principal	
Spokane County* 490,945 14.618.230 ADU *grandfather clause, may not apply to Thurston County	Attached or Detached	No	Attached: no greater than 35% primary residence, or 900sq ft Detached: no more than 800sq ft on main floor	Off street parking required	Detached: CUP with public hearing	Maintain appearance of primary, if attached the entrance to be located on side or rear of house. No more than 2 bedrooms, and detached within 150ft of primary	Code specifies that ADU does Not count when calculating density
Whatcom County* 212,284 20.36 Rural District ADU *grandfather clause, may not apply to Thurston County	Attached= Accessory Apartment Detached = Accessory unit, but limits on the zones	Yes, either principal residence or ADU	No larger than 1,248 square feet in floor area		A deed restriction is recorded with the Whatcom County auditor prior to building permit issuance	One additional entrance visible from the front yard for detached (not for attached) Meet setback requirements, and location in immediate proximity to primary residence preferred	Outside of an UGA, the minimum lot size for detached ADU shall be on a lot no less than 4.5 acres, unless the parcel is large enough to accommodate two dwelling units consistent with the underlying zoning density * Still include temporary medical units in separate code

DRAFT



ADDITIONAL RESOURCES

- Washington State DoC- 2021 Legislative Changes to the Housing Laws: Guidance for HB 1220 and Related Bills
- Jefferson County- The ABCs and 123s of ADUs
- AARP- The ABCs of ADUs
- American Planning Association- Quicknotes: Accessory Dwelling Units



Fleming, Holden

From: Reed, Janine
Sent: Thursday, February 10, 2022 4:17 PM
To: Fleming, Holden; Garcelon, Jennifer; Majors, Benjamin
Cc: Gosnell, Andrew; Perham, Andrew
Subject: RE: ADU Parcel Size Requirement

Hi Holden:

Here are the minimum land area requirements for lots that have septic systems with either public wells or private individual wells.

Washington State Administrative Code for Onsite Septics (WAC) 246-272A-0320 Developments, subdivisions, and minimum land area requirements. TABLE X Minimum Land Area Requirement Single-Family Residence or Unit Volume of Sewage (page 62 of 69).

Type of Water Supply							
	Soil Type	1	2	3	4	5	6
Public water		0.5 Acre	12,500 sq. ft	15,000 sq. ft	18,000 sq. ft.	20,000 sq. ft.	22,000 sq. ft.
Private individual well		1 Acre	1 Acre	1 Acre	1 Acre	2 Acres	2 Acres

EH Onsite uses the table to address septic system/well minimum lot sizes during the subdivision process so changing the DCD minimum requirement would not change anything for EH, the developers would still have to follow our requirements for sizing. Fortunately most of these land area requirements will fall under 1 acre or less with the exception of Soil types 5 and 6 which are the slow draining soils like silt loams, or silty clay loams. That's why more land area is required, along with the fact that there has to be enough area available for installation of 100% primary and reserve drainfields.

It is a better scenario if the water source is private. I defer to Ben about private wells and the required well radius areas that may also be an issue. Let me know if you have any questions or need exact code references.

Janine M Reed, RS EHS III
Clallam County Environmental Health
111 Third Street Port Angeles WA 98362
223 E 4th Street, Port Angeles WA 98362 (office address)
(360)-417-2593
jreed@co.clallam.wa

From: Fleming, Holden <hfleming@co.clallam.wa.us>
Sent: Tuesday, February 8, 2022 2:47 PM

Fleming, Holden

From: Clark, Donella
Sent: Monday, February 7, 2022 8:15 AM
To: Fleming, Holden
Subject: FW: Testimony for Commissioner Hearing upcoming March 2022 re Accessory dwelling units.

From: Gores, Alanna
Sent: Monday, February 07, 2022 7:13 AM
To: Johnson, Randy; Peach, Bill; Ozias, Mark; Clark, Donella; Winborn, Mary Ellen
Subject: FW: Testimony for Commissioner Hearing upcoming March 2022 re Accessory dwelling units.

ADU comment received.

*Loni Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256*

From: paulmcq@olypen.com <paulmcq@olypen.com>
Sent: Sunday, February 6, 2022 1:48 PM
To: Gores, Alanna <agores@co.clallam.wa.us>
Subject: Testimony for Commissioner Hearing upcoming March 2022 re Accessory dwelling units.

*** EXTERNAL EMAIL *** This message was sent from outside our County network.

Greetings,

I have reviewed the changes to the Accessory dwelling Ordinance that the commissioners will be discussing at the upcoming workshop. I have a couple of observations and suggestions that I would like to convey at the upcoming hearing.

Chapter 35.50.030 (General Requirements)

<Two> Density

The code should be modified to eliminate the 1.5 acre minimum requirement for an ADU. This should be replaced with (Legally Created Parcel) I have never understood the magic associated with the 1.5 acre minimum lot size since the majority of legally created parcels in the county were created as 5 acre parcels exempt from platting requirements or short plats of those same 5 acre parcels into (4) 1.25 acre parcels. In either event (1.25 or legally created) the carrying capacity of the soils for septic will be the deciding factor as to lot size in most cases.

<Three> Occupancy

The code as written requires that the owner of the property occupy either the ADU or the primary residence. I see no reason for this requirement. Occupancy is occupancy and housing is housing. If the purpose of this ordinance is to create more affordable housing which is always (rental vs. Ownership) then allow both dwellings to be rented. The occupancy restriction is probably unenforceable in any event as once the ADU is approved no inspections or verifications of who occupies what will be performed anyway.

There you have it. Could you confirm that these suggestions will be made a part of the record at the upcoming March hearing.

Thanks,

Paul McHugh
P.O. Box 871 Sequim WA 98382
360-460-0434
paulmcq@olypen.com

Fleming, Holden

From: Gores, Alanna
Sent: Monday, February 7, 2022 9:54 AM
To: Johnson, Randy; Ozias, Mark; Peach, Bill; Clark, Donella; Winborn, Mary Ellen; Fleming, Holden
Subject: FW: The changes to the ADU section of the County Zoning Code

ADU comments received.

*Loní Gores
Clerk of the Board
Commissioners Office
223 East 4th Street, Suite 4
Port Angeles, WA 98362
Phone: 360-417-2256*

From: marg@sequim.com <marg@sequim.com>
Sent: Monday, February 7, 2022 9:29 AM
To: Gores, Alanna <agores@co.clallam.wa.us>
Subject: The changes to the ADU section of the County Zoning Code

*** EXTERNAL EMAIL *** This message was sent from outside our County network.

Dear Commissioners:

What is the purpose of exempting homes/dwellings under 400 SF, from the square footage requirement for ADUs? Is it to promote having two of the County pre-approved tiny house designs, for a property? It would be unlikely that someone would do this, on a 1.5 acre (or larger) parcel.

It would be more helpful, to many more people, if we could have an RV or tiny home (which is also technically an RV, most of the time) placed on a property, with proper drinking water and septage/sewage. That way, a caregiver could live there, or a "kid," who is going to school or working. Rentals and homes to buy are short in supply, and very expensive. Or, another relative or friend, who needed a place to stay, could stay there.

If we had a tiny home or RV Ordinance, that could be another way to more effectively enforce removing the illegal massive camp areas that have no sewage, are a nuisance, etc.

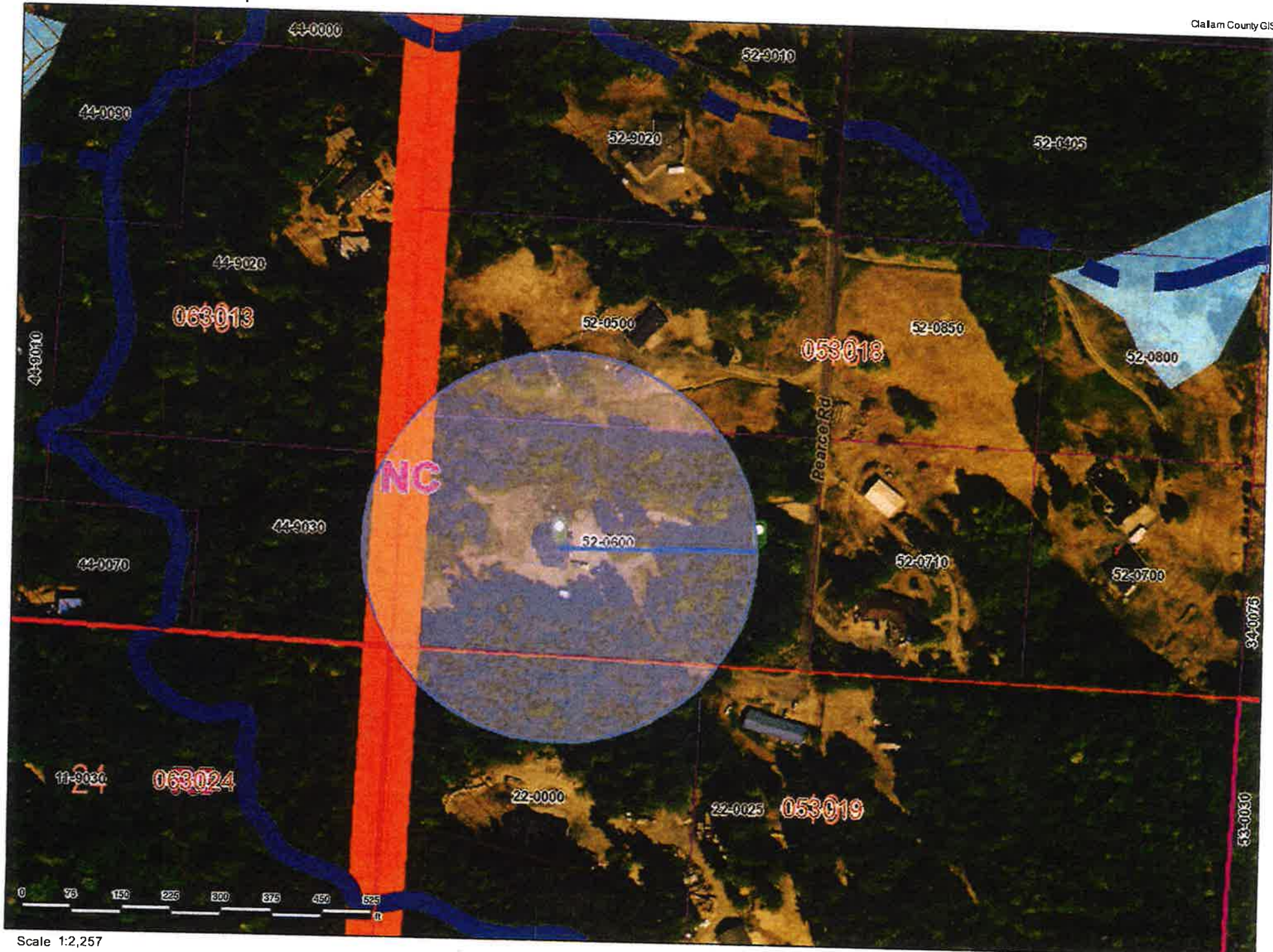
People are NOW using RVs and tiny homes, on their properties. I know that the Building Department cannot enforce requirements for their construction; as they are under L & I. But, DCD, the County Commissioners, and the Sheriff, could enforce placement and hookup requirements, through an ordinance.

Donella Clark, from the Building Department, has been very helpful, in responding to me. She said that the RV Ordinance is not currently on the table.

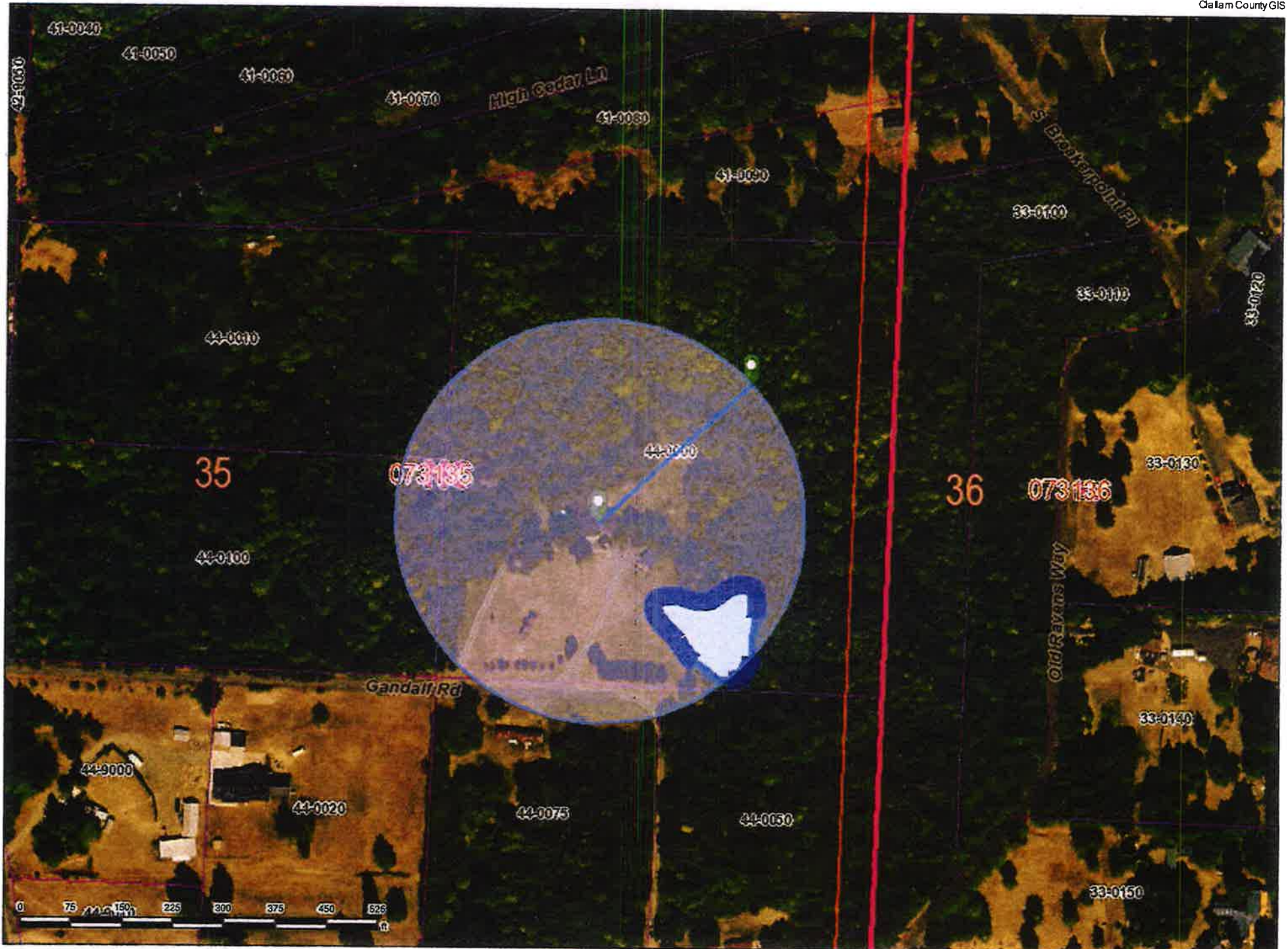
The Sequim Association of REALTORS® supports allowing one or two RVs, or a tiny home, appropriately connected to, water and sewage (or, with another sewage solution, such as Commissioner Peach as spoken about), on parcels of land that are .75 acre or more. Covenants would still preclude these, if they are in existence.

Thank you for all of your work, for all of us, in Clallam County!

Marguerite Glover
Chairman, Sequim Association of REALTORS®
marg@sequim.com
360-461-3365



Scale 1:2,257



Second Edition

RURAL BY DESIGN

PLANNING FOR TOWN AND COUNTRY



RANDALL ARENDT

The scale of density bonuses needed to encourage compatible architectural design and sensitive site planning will vary among different localities. Although in many communities a density of seven units per acre may seem extraordinarily high, it certainly can be accomplished in a manner that is a credit to most neighborhoods. As illustrated in the pocket neighborhood section of this chapter, densities half as high as this are achievable with small single-family detached homes.

Zoning regulations often need to be refined to permit double houses on reasonably sized lots; some communities have adopted inappropriate standards, either requiring no lot area increase or requiring twice the lot area. The most reasonable course lies between those two paths.

MULTIFAMILY DWELLINGS

Much of the preceding text regarding two-family homes is equally applicable to multifamily dwellings, where the principal difference is scale. Due to their larger size, multifamily dwellings harmonize best when located in areas where single-family houses are above average in bulk or are located on a separate site where immediate comparisons are impossible. One clever approach is designing multiunit housing to resemble large single-family homes, as has been done at Park Street in Davidson, noted previously (see Figure 9-13). A similar approach was taken by William Rawn, an award-winning Boston architect who recognized the potential of the classic New England "connected farmhouse" to accommodate several dwellings (Figure 9-12). These long, rambling connected farmhouse structures, which gradually evolved during the mid-19th century, were the result of successive additions to the basic homestead and are recalled in the children's chant "big house, little house, backhouse, barn" (Hubka 1984).

Another approach is to combine single-family units at the ends of buildings, with row house units in between, as done at Wyndcrest in Sandy Spring, Maryland (see Figure 9-16). A third way is to create interesting facades by varying the architectural treatment in terms of color and materials, as also done at Wyndcrest.

Determined to avoid the image of apartment buildings or town houses in his Battle Road Farm project in Lincoln, Massachusetts, Rawn adapted the lines of traditional rural New England architecture and added long porches on many of his structures (see Figures 20-27 and 20-28 and the accompanying case example in chapter 20). Although the subject of much debate during its proposal stages, the final design was overwhelmingly approved by voters at a town meeting. According to Rawn, "The plan neutralized the opposition because no longer could they say 'This is ugly'" (quoted in Leccese 1990). Perhaps most amazingly, Rawn achieved this construction for just \$54 per square foot in the Boston suburbs in the late 1980s.

One of the most commendable aspects of the Battle Road Farm project was the initiative of local officials who believed the town should actively promote affordable housing. By taking the first step itself, Lincoln was able to select the most appropriate site and influence its design, rather than commenting on an ill-conceived site plan presented by a developer in a less suitable location. After purchasing the Battle Road Farm parcel for \$2 million, town officials published a request for proposals in the *Boston Globe* inviting qualified professionals to submit conceptual plans for competitive review. Site information and a short list of development principles (e.g., including that the project be designed to harmonize with the town's traditional rural character) were made available by the town.

Of the 120 units at Battle Road (in a combination of quadruplexes and duplexes), 48 were priced at roughly 50 percent below market rates. Subsidies from the Home Ownership Opportunity Program, administered by the Massachusetts Housing Partnership, enabled these units to be virtually indistinguishable from the other 72 full-priced units, erasing the image of publicly assisted housing as "cheap and undesirable." In addition, a Community Development Action Grant helped to defray infrastructure construction costs (Massachusetts Housing Partnership 1989). Another interesting feature is the protection of seven acres of the 31-acre site as permanent open space, including a network of walking trails looping through the woodlands and connecting with the townwide trail system and the Minute Man National Historical Park.

Communities wishing to exercise more control over the location and design of new affordable housing could emulate Lincoln's example. When advocating for affordable housing, officials benefit from knowing that producing sensitive designs and mixing market rate units with subsidized ones can soften opposition. However, it may be even more useful to cite the conclusions of property value impact analyses, such as the statewide survey in Maine and the national study conducted by the state of California. In both cases, researchers "found that there are no significant negative effects from locating affordable housing near market rate developments" (Peterson and Sternberg 1990). Research published by the online journal *Shelterforce* indicates that many of the common fears about affordable housing are either overstated or simply wrong. It concludes that "if affordable housing is well designed, fits in with the surrounding neighborhood, and is well managed, there appear to be no negative impacts of that housing on the property values of neighboring houses" (http://www.shelterforce.org/article/2891/fear_of_affordable_housing_perception_vs_reality).

ACCESSORY DWELLING UNITS: A HIDDEN RESOURCE

One of the potentially best—but typically overlooked—opportunities for communities to accommodate new growth

is the accessory dwelling unit (ADU), or "granny flat" ("secondary suite" in Canada). This traditional housing type requires no additional land and normally involves little or no change to the existing townscape. The steady decrease in average household size in recent decades has made such housing easier than ever to provide for two reasons: many empty-nester home owners have more room than they need, and the number of people looking for small apartment space has risen markedly.

Accessory dwellings are complete and separate housing units typically created in the surplus space within single-family homes or on their lots. They may take the form of internal apartment units within existing houses, or they may be accessory units located above garages or in small cottages on the same house lot, often toward the rear. Their principal benefit to home owners is rental income, but there are other benefits, including providing for relatives, added security (through an extra pair of eyes on the property when the owner is away), potential informal companionship, and the possibility of receiving rent reductions in return for providing services such as yard maintenance or household help (Sage Computing 2008).

Such benefits can help older home owners age in place in comfort, single parents remain at home after a divorce, and young home buyers buy a house they might otherwise be unable to afford. ADUs typically create affordable rental housing integrated into the community without public subsidy. Surveys show that home owners with ADUs are generally pleased with them (Hare 1991).

If this sounds too good to be true, that's because it is in fact an option that is rarely available in most municipalities. The problem is not cost, technology, or administrative complexity. Rather, it lies largely in codes that either prohibit or make it exceedingly difficult for home owners to create accessory apartments in their houses or on their properties. Communities interested in encouraging the use of accessory units should first take a critical look at their local codes. It may also be necessary to inform home owners, remodeling contractors, and realtors about the advantages of such conversions, as many of them have little experience creating and marketing units of this type.

Demand for accessory apartments has grown in recent decades, particularly as the demographic bump known as the baby boomers reaches retirement age. Most empty nesters and many elderly people live in homes that are larger than they actually need. Accessory apartments offer them a way to trade surplus space for extra income—money that many retirees need to offset rising property taxes and cover routine maintenance costs. Alternatively, these empty nesters, particularly if widowed, could themselves become renters of ADUs owned by others, enabling them to stay within their communities.

The implications of tapping this great stock of underutilized housing are tremendous. The American Housing Survey estimated that one-third of single-family homes with

five or more rooms are occupied by only one or two people. If just seven percent of these homes were converted, Hare estimates that one million new accessory dwellings could be created *without* adding to suburban sprawl or building new apartment complexes. This is truly "invisible affordable housing," as exterior appearances usually involve little more than an extra car or two parked in the driveway or on the street (Hare 1991).

Young couples unable to purchase a house without creating an income-producing apartment could be the largest single group implementing this concept (Gellen 1985). Housing advocates interested in promoting ADUs could provide a coordinating service to assist applicants dealing with permits, contractor selection, tenant screening, and the like (Kennedy 1992).

The cost of creating accessory apartments is roughly one-third that of building conventional rental units, making it possible to charge lower rents. These savings could enable families to help young married children save money to buy their own homes or help elderly relatives live independently, yet conveniently close, at bargain rates. Even when they are rented to nonfamily members, accessory apartments are often rented at below-market rates, because it is in the home owner's interest to retain good tenants, whose presence adds to their own safety.

One difficulty involves parking, particularly in areas where house lots are small or where there is no spare capacity for curbside parking. However, most postwar subdivisions in small towns or rural areas were laid out in a relatively spacious manner, often with broad local access streets far wider than needed for existing traffic volumes and parking loads. In these and many other situations, substantial potential exists to accommodate these new units (see Figure 9-24).

One impediment to creating accessory apartments involves overcoming fears of local officials and residents that this type of housing would negatively impact neighborhoods. Another is the reluctance of home owners to file an application in a system they perceive to be bureaucratic or unfriendly. Hare (1991) offers a six-point strategy for addressing these concerns:

1. **Public Input.** Providing ample opportunity for the public to be heard is critically important. Requiring full-blown public hearings in all cases could, however, add delays and discourage elderly applicants who are often reluctant to appear in the municipal spotlight. Streamlining the process may be accomplished by delegating decisions to staff for action within two weeks from receipt of a complete application, unless neighbors request a hearing.
2. **Renewable and Revocable Permits.** Permits should be renewable and revocable and issued to the property owner, not to the property itself. The owner should also be required to live on the premises. A revocation



Figure 9-24: Accessory units make more efficient use of already developed land and provide unobtrusive rental accommodation for people who prefer to live in a real neighborhood setting in their own communities. The far end of the early 19th century house in Hadley, Massachusetts, at top, was sensitively extended in 1990 to include a connected apartment and garage. Income from the accessory dwelling repaid the entire 15-year loan that financed the addition. In the bottom photo, space above a garage in Snohomish, Washington, was converted from a large workshop to an accessory unit in 2008, without affecting the streetscape or neighborhood. (Sources: Randall Arendt, top; Mark Hinshaw, bottom)

clause provides strong incentives for all requirements to be observed; renewals should be ensured if requirements are met.

3. **Exterior Appearance.** Permitted alterations to exterior appearance should be minimal and should never detract from the character of the neighborhood (particularly regarding doorways and parking).
4. **Conversion Ceiling.** The percentage of homes that may be converted in a given area should be limited. Initial limits (say, 10 percent of properties within 300 feet of an existing accessory unit) could, for example, be gradually relaxed after a 10-year trial period.
5. **Zoning Review.** Periodic review (including soliciting neighbor comments) and subsequent renewal should

be written into the zoning amendment authorizing accessory dwellings. If the amendment is repealed, units legally created under its authority should be "grandfathered" and remain subject to the original requirements and permit conditions.

6. **Neighborhood Evaluation.** Neighbors must be reassured that valid complaints will be heard. This can be accomplished by soliciting evaluations from them (via comment cards mailed to their homes) prior to permit renewal.

Because of the time and energy typically required to address fears of home owners concerned about their property values potentially declining, advocates of revised zoning should focus their efforts on more receptive municipalities and document a track record with such housing. Where nearby communities already permit ADUs, their experience should be cited. Short application processing times are critically important, since applicants are ordinary citizens, inexperienced in zoning and real estate matters (Hare 1991). Readers can access the Department of Housing and Urban Development's case study at <http://www.huduser.org/Publications/PDF/adu.pdf>.

PRESERVING AFFORDABILITY THROUGH COMMUNITY LAND TRUSTS

Community land trusts (CLTs) are a special type of land trust focused on creating affordable housing and maintaining its affordability. They typically achieve this goal by removing (or reducing) land costs as a factor in determining housing rental and sale prices. This is normally done by purchasing land with the trust's own private funds (sometimes supplemented by public monies) and making it available at reduced or zero cost to qualified buyers. It can also be accomplished by negotiating with local governments for zoning density increases, which are typically tied to use of the land, for a specific number of subsidized housing units.

This approach is also being used by some local and state housing authorities, which subsidize the land costs of full market housing prices to bring units within the economic reach of more people. For example, if 25 percent of the house value is the cost of the land, fully subsidizing that cost allows purchasers to buy the house for 75 percent of its normal market price. However, to ensure the unit's continued affordability for future purchasers, the original buyer would receive the same 75 percent of the market value when he or she sells it.

While this is an excellent mechanism for preventing the first buyer from pocketing the subsidy and converting the unit into a market rate dwelling, it has drawbacks. The most obvious is that program participants may face the same "affordability gap" if they sell their units and move to another community without similarly subsidized housing. In

Discussion Draft



2021 Legislative Changes to the Housing Laws: Guidance for HB 1220 and Related Bills

Introduction

The 2021 legislative session produced significant changes to housing laws that will impact updates to the housing element of communities' comprehensive plans. Updating the housing element is a substantial part of a periodic update to a comprehensive plan and development regulations. As housing becomes more costly and homelessness continues to increase, it has never been more critical to have available housing stock. Cities, having power over land use, are key to permitting the types and densities of housing that will allow all Washingtonians to have a place to call home. Of course, expanding funding for the lowest income segments and providing incentives to develop housing is also essential to sustainably increase the available housing supply.

More information is on the Growth Management Services' (GMS) housing web page at [Growth Management Planning for Housing](#). The GMS team will update guidance for the housing element to reflect these new laws in 2022.

For more information, please contact:

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GMA housing goal strengthened

In the 2021 legislative session, [HB 1220](#) substantially amended the housing-related provisions of the Growth Management Act (GMA). These updates strengthened the GMA housing goal from “Encourage the availability of affordable housing to all economic segments of the population” to “Plan for and accommodate housing affordable to all economic segments of the population of this state.” The remaining objectives to “promote a variety of residential densities and housing types, and encourage the preservation of existing housing stock” did not change. Local governments should review local comprehensive plan policies and countywide planning policies to be consistent with the updated goal.

Commerce will provide need projections for housing elements

The housing needs analysis must now take a more detailed look at housing needs for all economic segments of the population and examine need for different housing types, such as permanent supportive housing and shelters. To implement [HB 1220](#), Commerce must supply more detailed projections of housing need, including:

- (i) Units for moderate, low, very low, and extremely low-income households; and
- (ii) Emergency housing, emergency shelters, and permanent supportive housing.

By mid-2022, Commerce plans to provide countywide housing need projections for each income band, along with projections of need for emergency housing, shelters and permanent supportive housing, aligned with the population projections from the Washington State Office of Financial Management (OFM). In this way, each county can de-aggregate the needs at a countywide level, as is currently done for population projections. Commerce will also provide recommendations on how to do this.¹

Updated housing elements must include moderate density housing

The goals and policies of the housing element must now include more specific items. In addition to goals, policies, objectives, and mandatory provisions for the preservation, improvement and development of housing, housing elements must include, within an urban growth area (UGA) boundary, moderate-density housing options, including but not limited to, duplexes, triplexes, and townhomes. This means that for cities and the urban growth area portion of counties, there must be policies supporting moderate density housing options such as “missing middle”² housing. This list may also include cottage housing, four- and six-unit multi-plexes, row houses, and courtyard apartments, with the goal of providing additional housing units at a lower cost than traditional single-family housing. The expectation is to develop and implement development regulations in the near future.

Review of ‘adequate provisions’ for all segments of the community

HB 1220 added specific work items to RCW 36.70A.070(2)(d) regarding “adequate provisions for existing and projected needs of all economic segments of the community.” These include:

- (i) Incorporating consideration for low, very low, extremely low, and moderate-income households;

¹ Counties that have identified housing targets at the jurisdiction level need to ensure the total countywide population projection falls within the range provided by OFM, and review how local zoning allows the development of a sufficient number of housing units of the types that may be needed to accommodate households at each income level.

² Missing Middle Housing is a range of house-scale buildings with multiple units—compatible in scale and form with detached single-family homes—located in a walkable neighborhood.

- (ii) Documenting programs and actions needed to achieve housing availability including gaps in local funding, barriers such as development regulations, and other limitations;
- (iii) Consideration of housing locations in relation to employment locations; and
- (iv) Consideration of the role of accessory dwelling units in meeting housing needs.

Commerce recommends that the housing needs assessment include a section discussing how the community has considered the housing needs of each income segment of the population. This assessment should also identify housing types generally needed and affordable to each segment in your community, then demonstrate that zoning is sufficient to allow the types and number of housing units each income segment is likely to need. The market is unlikely to provide housing affordable to the lowest income segments, so to satisfy part (ii) communities should document programs, funding sources and other actions needed to encourage, support, and provide housing affordable to these groups. This could include housing funds, surplus lands, innovative housing types or programs, incentives, fee waivers or other tools.

This section should also respond to parts (iii) and (iv), stating how the jurisdiction has considered jobs-housing balance within a community, or housing located in proximity to employment, and how accessory dwelling units (ADUs) can meet housing needs. The analysis should point to policies, regulations, incentives or other tools that demonstrate you have considered these factors.

Communities must examine racially disparate impacts, displacement and exclusion

Communities must now review past discriminative land use practices and take steps to address and prevent future displacement. A new component for [RCW 36.70A.070\(2\)\(e\)](#) is to identify local housing “policies and regulations that result in racially disparate impacts, displacement and exclusion.” Such policies and regulations may occur in the following:

- (i) **Zoning that may have a discriminatory effect:** Are there areas that were subject to historic redlining or racially exclusive deed restrictions? Have you reviewed the racial distribution of residents to review how policies may have affected the overall racial distribution? Are there large lot areas that may have been set up to be racially or economically exclusive? In these areas, can you expand moderate density housing uses, such as allowing duplexes, townhouses, detached ADUs, etc.?²
- (ii) **Disinvestment:** Are there areas that may have been lower priority for public investment? Consider a strategy to focus on areas most in need of public investment with subarea plans, incentives for development, infrastructure prioritization, or other tools to increase opportunity. Consider adding parks, transit services, schools, sidewalks, bike facilities or public buildings in these areas to balance investment across the community.
- (iii) **Infrastructure availability:** Are there residential areas within urban growth areas (UGAs) that are not served by public utilities or multimodal transportation options? Could such services increase opportunities for attainable housing or jobs? If an area is difficult to serve due to geographic

² For a broad overview, [Washington Environmental Health Disparities Map](#) and [Justice Map: Visualize race and income data in your community](#), both of which use U.S. Census and other data.

constraints, should it be re-designated to a more appropriate use, or is it appropriate to include within the UGA?

The housing needs assessment should also provide a statement of observations for each of the above categories. After identifying such housing policies and regulations, part (f) of the [legislation](#) requires communities to identify and implement “policies and regulations to address and begin to undo racially disparate impacts, displacement, and exclusion in housing caused by local policies, plans, and actions.”

The housing element should also identify “areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments” under 36.70A.070(2)(g). As you consider changes in zoning, consider developing strategies to address preservation of existing housing units and/or replacing affordable units as new development occurs.³ Your updated housing element should include anti-displacement policies, which consider:

- (h) Preservation of historical and cultural communities as well as investments in low, very low, extremely low, and moderate income housing; equitable development initiatives; inclusionary zoning; community planning requirements; tenant protections; land disposition policies; and consideration of land that may be used for affordable housing.

Commerce intends to provide more detailed guidance to address this section, including methodologies to identify places with racially disparate impacts and displacement risk. Commerce will also provide examples of anti-displacement policies.⁴

Another bill from the 2021 legislative session, [HB 1335](#), provides funding to universities to research recorded documents with potential racial restrictions, such as deeds. Any such provisions are declared void by [RCW 49.60.224](#). [RCW 49.60.227](#) provides ways to legally address such statements on a deed or title.

For ‘buildable lands’ jurisdictions

A last change to the housing element occurs within the section related to the seven counties and associated cities and towns that are required to complete a “buildable lands” assessment under [RCW 36.70A.215](#). These counties should also demonstrate how the housing element links “jurisdictional goals with overall county goals to ensure that the housing element goals are met.” In this case, the housing needs assessment should demonstrate how the local housing element is consistent with countywide planning policies and multicounty planning policies, if applicable. For those within the Puget Sound Regional Council (PSRC) region, this could include a statement of consistency. As local governments develop their buildable lands report, they should take the opportunity to gather data needed to meet new housing element requirements.

Housing element update due with periodic update

An updated housing element is due in the next update cycle.⁵ Commerce is exploring a legislative funding request for local governments to complete a review, and if necessary, revision of local comprehensive plans

³ See [WAC 365-196-835](#) relocation assistance for low income tenants

⁴ Commerce has gathered some example displacement policies from local Housing Action Plans at this [link](#). Cities have taken a variety of approaches to analyzing the risk of displacement. Examples include [Walla Walla](#), [Shoreline](#) (see page 6-9), [Burien](#) (see page 51-53 and 92), [Lynnwood](#) (see page 57, Appendix E: Displacement Memo), [Everett](#) (see page G-12 in Appendix E), and [Spokane Valley](#) (see page 23). The Puget Sound Regional Council’s [anti-displacement risk mapping project can be found here](#) and [technical documentation here](#). Communities might also review [“Dismantling Poverty in Washington State.”](#) The resources section has kits for cities already doing this work.

⁵ [Growth Management Periodic Updates - Washington State Department of Commerce](#)

and development regulations. A local government that intends to start early could apply for Housing Action Plan (HAP) funding to update its housing element, which would allow periodic update resources to be used for other parts of the periodic update. Please see the [table](#) at the end of this document showing the relationship between the HAP and new housing element.

Transitional housing, permanent supportive housing and indoor emergency shelters

Sections 3, 4, and 5 of [HB 1220](#) provide specific requirements related to permanent supportive housing, transitional housing and emergency housing. Compliance with this requirement is due by September 30, 2021. The Municipal Research and Services Center (MRSC) has posted guidance at [MRSC - Changing Your Zoning Code to Accommodate Housing and Shelters for the Homeless](#). Commerce suggests that jurisdictions approach this requirement broadly to take advantage of funding for permanent supportive housing, the opportunity to convert hotels to shelters and to other forms of housing, and to respond to pandemic-related housing impacts. With the periodic update, jurisdictions will establish local targets for these types of housing and this ordinance can be revisited then.

New definitions for your code

Section 6 of [HB 1220](#) includes new definitions for the housing types mentioned above within [RCW 36.70A.030](#). During the update, local governments should include the following definitions in their code, or equivalent, as specific by HB 1220:

- (9) **Emergency housing** means temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.
- (10) **Emergency shelter** means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations. Emergency shelters include overnight shelters which provide safe and dry conditions which save lives.
- (18) **Moderate-income household** means a single person, family, or unrelated persons living together whose adjusted income is at or below 120 percent of the median household income adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development. This definition is added to the existing definitions in RCW 36.70A.030 for low-income household, very low-income household, and extremely low-income household.

Other housing definitions added to [RCW 36.70A.030](#) in the recent legislative sessions include:

- (2) **Affordable housing** means, unless the context clearly indicates otherwise, residential housing whose monthly costs, including utilities other than telephone, do not exceed thirty percent of the monthly income of a household whose income is:
 - (a) For rental housing, sixty percent of the median household income adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development; or

(b) For owner-occupied housing, eighty percent of the median household income adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development.

- (11) **Extremely low-income household** means a single person, family, or unrelated persons living together whose adjusted income is at or below thirty percent of the median household income adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development.
- (16) **Low-income household** means a single person, family, or unrelated persons living together whose adjusted income is at or below eighty percent of the median household income adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development.
- (19) **Permanent supportive housing** means subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in chapter 59.18 RCW.
- (30) **Very low-income household** means a single person, family, or unrelated persons living together whose adjusted income is at or below fifty percent of the median household income adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development.

Minor changes for accessory dwelling units

Section 7 of HB 1220 provided that cities and counties “should consider” policies to encourage the construction of ADUs. This section was vetoed Gov. Jay Inslee because it did not specifically limit the policies to lands within urban growth areas. Commerce recognizes the significant work of the Legislature in recommending these policies and encourages jurisdictions to review them as options in managing ADUs within urban growth areas, where they are most appropriate.⁷ Policies for consideration (only within UGAs) include the following from HB 1220 Section 7:

- Not requiring owner occupancy;
- Not allowing an accessory dwelling unit to be used for short-term rentals;
- Excluding residents of accessory dwelling units against existing limits on the number of unrelated residents on a lot;

⁷ ADUs in rural areas require more considerations due to the potential to increase densities beyond those that may be supported by rural levels of services, and hearings board cases have addressed this issue. Commerce plans to develop guidance to address ADUs; [MRSC has a substantive page on ADUs at MRSC - Accessory Dwelling Units](#)

- Reducing minimum gross floor area requirement for accessory dwelling units to that at or below the state building code;
- Making the same allowances for accessory dwelling units' roof decks, balconies, and porches to encroach on setbacks as are allowed for the principal unit;
- Applying abutting lot setbacks to accessory dwelling units on lots abutting zones with lower setback requirements;
- Establishing an amnesty program to help owners of unpermitted accessory dwelling units to obtain a permit;
- Permitting accessory dwelling units in structures detached from the principal unit on any lot that meets the minimum lot size and permitting attached accessory dwelling units on any lot, even if non-conforming.
- Allowing accessory dwelling units to be converted from existing structures, even if they violate current code requirements for setbacks or lot coverage;
- Reducing or eliminating public street improvement requirements as a condition of permitting accessory dwelling units; and
- Not requiring a separate utility connection from an ADU, and if needed, fees should be eliminated, or made proportional to impact.

Other bills of interest

The 2021 legislative session presented additional bills that can shape and influence local housing policies, goals or strategies for achieving them.

SB 5235: Accessory dwelling units and increasing housing inventory

[SB 5235](#) amended [RCW 36.70A.696](#), pertaining to accessory dwelling units. Gov. Inslee vetoed several components of this bill, while sections 2, 5, 6, and 7 were signed into law. Section 2 added two new definitions that could be useful to local governments:

- (8) **Owner** means any person who has at least 50 percent ownership in a property on which an accessory dwelling unit is located.
- (9) **Short-term rental** means a lodging use, that is not a hotel or motel or bed and breakfast, in which a dwelling unit, or portion thereof, is offered or provided to a guest by a short-term rental operator for a fee for fewer than 30 consecutive nights.

Sections 5, 6, and 7 added the following to chapter 35.21 RCW (cities and towns), 35A.21 (code cities), and 36.01 (counties), limiting the ability of cities to regulate the number of people within a dwelling unit:

Except for occupant limits on group living arrangements regulated under state law (such as assisted living, group homes or adult family homes) or on short-term rentals as defined in RCW 64.37.010 and any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building code or city ordinance, a city or town, a code city, or a county may not regulate or limit the number of unrelated persons that may occupy a household or dwelling unit.

Jurisdictions should review their code for definitions of “family” or other definitions that may limit the number of unrelated persons living within a single dwelling unit. See also [MRSC - Group Homes](#) and the sample definitions of “family.”

SB 5287: Major changes to the Multifamily Tax Exemption program

The Legislature passed major revisions to the Multifamily Tax Exemption (MFTE) program in [SB 5287](#), which will open the program to all Washington cities and towns. The legislation requires Commerce to develop guidance, develop and implement an auditing program and conduct a legislative study. In addition, the legislation removed the “high-cost” provision of the program. Any projects already under construction should be completed under their original agreements, but no new certificates should be issued with high-cost provisions. Other provisions, such as offering a 20-year tax exemption for “permanently affordable” housing or extending property tax exemptions, are local options.

HB 1189: Tax increment financing

After many years of consideration, [HB 1189](#) authorized tax increment financing in Washington state. This allows any city, town, county, port district or combination thereof to allocate a portion of local property tax increases to repay local bonds issued to finance infrastructure improvements within designated areas. Each local government may have up to two increment areas and must pass an ordinance designating them as such. Increment areas must sunset after no more than 25 years. MRSC intends to update its TIF web page at [MRSC - Tax Increment Financing \(TIF\) in Washington](#). It took effect July 25, 2021.

HB 1410: Protecting taxpayers from home foreclosures

[HB 1410](#) changes the way that counties may assess property tax interest and penalties, making it more difficult to foreclose on units of fewer than four dwelling units. Beginning in January 2023, the interest rate on unpaid taxes for “all residential real property with four or fewer units per taxable parcel, including manufactured/mobile homes” is lowered, and no penalties may be assessed on such property.

SB 5024: Condominium construction

[SB 5024](#) intends to reduce barriers to condominium construction through minor changes related to financing them. Changes that make it easier to buy an ownership unit in a multifamily building are good for the state’s housing goals. Condos often provide the benefits of home ownership (housing stability and wealth building), with the option to purchase a more affordable unit than most single-family homes. The “leaky condo crisis,” resulting from problems with design and construction in a wetter climate, has led builders (and their insurers) to shy away from this product.

SB 5141: Healthy Environmental for All

The purpose of [SB 5141](#), also known as the HEAL Act, is to reduce environmental and health disparities in Washington state and improve the health of all residents. It implements the recommendations of the Environmental Justice Task Force report titled “[Recommendations for Prioritizing EJ in Washington State Government](#)” (October 2020). The legislation conveys key findings from the task force report:

“Washington state studies and national studies found that people of color and low income people continue to be disproportionately exposed to environmental harms in their communities. As a result, there is a higher risk of adverse health outcomes for those communities. This risk is amplified when overlaid on communities with preexisting social and economic barriers and environmental risks, and creates cumulative environmental health impacts, which this act seeks to prevent and mitigate.”

The act defines environmental justice to mean:

“The fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, rules, and policies. Environmental justice includes addressing disproportionate environmental and health impacts in all laws, rules, and policies with environmental impacts by prioritizing vulnerable populations and overburdened communities, the equitable distribution of resources and benefits, and eliminating harm.”

The bill requires state agencies to consider environmental justice in their work, such as inclusive engagement processes and consideration of the [Washington State Environmental Health Disparities Map](#). This tool is an interactive map that compares communities across our state for environmental health disparities, such as pollution (diesel emissions and ozone), proximity to hazardous waste sites, poverty, and other concerns. The map provides insights into where public investments can be prioritized to overcome disparities. These resources can help local governments understand and address environmental justice within their communities.

HB 1070: Local tax revenue for affordable housing

[HB 1070](#) modifies the activities that the 0.1% sales-and-use tax for affordable housing and the state-shared lodging-tax revenues can be allocated toward. It now specifically authorizes that sales-and-use tax revenues can be used for:

- Constructing or acquiring affordable housing or land for the purpose of emergency, transitional or supportive housing.
- Constructing or acquiring behavioral health-related facilities, or land for these purposes. In addition, housing and facilities for youth who are experiencing homelessness are now allowable uses for state-shared lodging-tax revenues.

Housing Action Plan and Housing Element Requirements

Legend			
•	Required	•	Previous requirement
o	Recommended	•	New requirement

Housing
Action Plan
RCW
36.70A.600

Housing
Element
Update RCW
36.70A.070(2)

Housing Needs Assessment		
• Existing and projected housing needs for all income levels	•	•
• Existing and projected housing needs for emergency housing, shelters and permanent supportive housing	o	•
• Population trends with documentation of projections	•	•
• Employment trends with documentation of projections	•	o
• Land capacity analysis (now to be able to assess housing capacity for all income groups, emergency and permanent supportive housing and moderate density housing)	o	•
Community Engagement		
• Broad public engagement (including residents)	•	•
Housing Policy Framework Review		
• Evaluate progress to meet housing targets (# and types)	•	o
• Evaluate achievement of housing element goals and policies	•	o
• Evaluate implementation of the schedule of programs and actions	•	o
• Review development regulations such as zoning, street standards, etc. and document barriers to housing	o	•
• Review permitting process that impact development of housing and document barriers	o	•
• Review fee structures (impact fees, utility connections and permits, that influence housing development and document barriers)	o	•
• Evaluate housing programs and local funding, and document barriers	o	•
Mandatory Housing Policies		
• Increase supply of housing affordable to all income levels	•	•
• Preserve existing housing	o	•
• Increase variety of housing types, including moderate density housing options such as duplex, triplex and townhomes within UGAs.	•	•
• Consider the role of accessory dwelling units in meeting housing need	o	•
• Consider housing location in relation to employment location	o	•
• Evaluation of the potential efficacy of proposed strategies	o	N/A
Strategies to Minimize Displacement		
• Identify local policies/ regulations that result in racially disparate impacts including zoning, disinvestment and infrastructure availability	N/A	•
• Identify and implement policies to begin to undo racially disparate impacts, displacement, and exclusion in housing	N/A	•
• Identify areas that may be at higher risk of displacement from market forces that occur with changes to zoning, regulations, and capital investments	•	•
• Establish anti-displacement policies, including preservation of cultural and historic communities, equitable development initiatives, inclusionary zoning, tenant protections, land disposition policies, and land for affordable housing	•	•
Implementation Plan		
• Schedule of programs and actions to implement recommendations	•	o
• Monitoring plan to track outcomes of implemented actions	o	o

The ABCs and 123s of ADUs For Affordable Workforce Housing In Jefferson County WA



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August 7, 2021

About the Housing Solutions Network (HSN)

HSN was founded in 2018 through a generous grant of the First Federal Community Foundation, and serves as a response to the growing housing crisis in Jefferson County, Washington. We work to facilitate connectivity, communication and the co-creation of new strategies to increase the availability of affordable and attainable housing in our region. We work alongside local housing champions – both individuals and institutions – by providing support and capacity building to ensure success. HSN is an arm of the Jefferson Community Foundation.

HSN fundamentally works to grow a network of housing champions using the Community Network Building approach. The core of this network are our community-driven Housing Action Teams, made up of groups of volunteers who work together to identify obstacles to affordable housing and then craft and implement strategies to create new solutions.

About Jefferson County WA

Jefferson County is located in Northwest Washington State and had a population of 32,221 in 2019. About one-third of the residents live in Port Townsend, the only incorporated city. We acknowledge that in Jefferson County we live on land usurped from indigenous peoples. Jefferson County residents have a median age of 58.3 years, making it the oldest county in WA and one of the oldest counties in the US. As of 2019, Jefferson County had 18,965 housing units of which 74.3% were owner occupied with a median value of \$338,000. From 2015 – 2019 the median gross rent (rent plus utilities) was \$932.

About the ABCs and 123s of ADUs for Affordable Workforce Housing in Jefferson County WA

This document has been prepared by volunteers and staff of the HSN based upon information from a variety of sources, and experience from working with several homeowners. Your feedback for suggestions for improving this document and updating any information are welcome. Please send these to info@jscgives.org

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Introduction

Accessory Dwelling Units, or ADUs, are self-contained living units that exist on the same property as a single-family residence. ADUs can be attached (basement, upper floor, wing) or detached (separate building, part of a detached garage) to the primary residence. Local ordinances limit the size of ADUs and specify other requirements. ADUs can be cost effective to develop since land does not need to be purchased and often no additional public utility hookups need to be purchased. There are many possible uses for ADUs, but the one targeted in this document is for affordable housing for members of the local workforce.

The lack of affordable housing is a severe problem in Jefferson County as it is in many cities and counties across the United States. On one end of the spectrum are unsheltered people living in makeshift tents or vehicles that need to move into supportive transitional housing and onto permanent housing and employment. At the other end of the spectrum are working individuals and families who cannot afford the first rung of ownership with a starter house. This problem has been made worse with the pandemic as as frequently full cash, above asking price offers are made by buyers with means. Between these end points on the spectrum are many members of the workforce and community for whom affordable rentals are the desired and most ideal housing solution for them at this point in their lives and careers. The community depends upon these service providers in hospitality & retail sectors, public employees in city & county government & schools, and healthcare workers. And our community and economy are more robust, engaging and resilient with workers in a broad range of sectors including manufacturing, marine trades, agriculture & aquaculture, and the arts & entertainment.

A few metrics illustrate the depth of the problem in Jefferson County: over one-third of the local workforce commutes daily into Jefferson County; a recent issue of the Leader advertised 40 job openings and only 1 rental; 47% of renters are cost burdened (paying 50% of their gross income for housing); rental vacancy rates hover between 0-1%.

Some of the root causes of the lack of affordable housing are wage disparity, cost of construction, demographics and policies that favor high-end housing. These are mostly beyond local control. Yet we all need to work together to overcome this problem to maintain a healthy demographic balance and diverse community. The community must pursue multiple avenues to increase affordable housing such as: tiny home communities; transitioning vacant homes into the rental market: home sharing; renting vacant rooms in single family dwellings; creating boarding houses and new apartment buildings; and adding ADUs. ADUs are only one component of a community strategy, and they are the focus of this document.

Part I – *The ABCs: Basics about ADUs* covers the basics. A previously uninformed reader should be “up to speed” on ADUs after reading Part I, while a previously informed reader may find the section to be a helpful organization of information. Topics include:

- A. What is an ADU?
- B. ADU Advantages and Drawbacks
- C. ADU Design Options and Costs
- D. Financing an ADU
- E. Creating an Affordable Rental ADU
- F. Landlord Considerations

Part II – *The 123s: Steps for creating an ADU for an affordable rental* presents a roadmap to getting a unit built and rented. Readers without previous construction project experience will find the roadmap to be a helpful guide, while veterans of construction projects may find this a useful checklist. The roadmap is divided into five phases:

1. Explore – Things to think about early before any decisions are made
2. Decide – Topics to consider in making a go/no-go decision
3. Design – Activities needed to design, permit and finance the ADU
4. Create – The actual building phase
5. Rent – Getting the ADU into the rental market.

Two appendices include the ADU guidelines for Jefferson County and the City of Port Townsend.

Part I – The ABCs: Basics about ADUs

A. – What is an ADU?

An Accessory Dwelling Unit or ADU is a self-contained living unit that exists on the same property as a single-family residence, and is smaller than the residence. “Self contained” means the unit includes both bathroom and kitchen facilities as well as sleeping and other areas. ADU is the accepted legal term for such a unit, but popular terms are often used such as in-law/mother-in-law units, granny flats, secondary dwelling units, casitas, backyard cottages and carriage units.

An ADU may be a structure detached from the primary residence (DADU), or a unit within or attached to the primary residence (AADU). The below figure¹ illustrates possible ADU configurations. One configuration not shown is an ADU apartment above or aside a detached garage.



Jefferson County ADU requirements are given in *Brochure #31 ADU – Accessory Dwelling Unit* available on the county website and included as Appendix 1. Some pertinent requirements include:

- Only one ADU is permitted on each legal lot.
- Maximum allowable size is 1,250 square feet of gross floor area.
- The owner of the subject property shall reside on the premises, either in the main or accessory dwelling (some exceptions for LI and LI/C zones).
- There is no restriction on short term rentals.
- The front of the house shall have only one exterior entrance.
- Proof of potable water and on-site approved septic system is needed.

The document also lays out the steps for obtaining an ADU permit.

¹ © AARP. This graphic will be replaced by an HSN original

The City of Port Townsend summarizes requirements for ADUs in *Accessory Dwelling Unit General Information* available on the city website and included as Appendix 2. Not mentioned in this document, but stated in the municipal code is “One accessory dwelling unit (ADU) may be established only as an accessory use to a single-family, detached residence (and specifically not including a duplex, triplex or fourplex) (PTMC 17.16.020). Other pertinent requirements include:

- An ADU established in an outbuilding shall not exceed 800 square feet in floor area.
- ADUs established within or attached to the primary residence shall not exceed 1,000 square feet.
- The accessory dwelling unit shall NOT be used as a short-term rental (less than 30 calendar days).
- One additional 9-feet wide by 19-feet long on-site parking space is required to establish an ADU, provided the off-street parking requirements for the other uses on the site are continuously met. If the property owner can demonstrate that there is no way to provide parking on-site, an on-street parking space may be proposed, subject to approval by the Public Works Director.
- The front of the house shall have only one exterior entrance.
- The ADU and the home may share a common side sewer line to the sewer main.
- Both the primary residence and ADU may be rented.

There are many other requirements summarized in the document regarding setbacks & lot coverage and building code requirements, as well the application process and a helpful checklist.

Both in the City and County, ADU’s are not required to have separate utility hook-ups, although the capacity of the primary house and site must be adequate. The homeowner may still want to provide separate metering of electricity, but it is optional. This makes adding ADU’s more affordable than the purchase of raw land and the utility hook-ups or the full septic required to service new construction.

Rented rooms within a single-family residence which are not self-contained living units are not considered ADUs. Such rooms might or might not have a bathroom and normally would require a shared kitchen facility.

Detached units on wheels are also not considered to be ADUs. Examples include recreational vehicles, Park Model homes, and tiny homes. These are classified as personal property rather than as real property.

HSN has prepared a number of Permit Navigator videos² which are helpful introductions to topics like: ADU Basics; Walking Through an ADU Permit in Port Townsend; and Walking Through an ADU Permit with Jefferson County.

² <https://housingsolutionsnetwork.org/permit-navigator/>

B. – ADU Advantages and Drawbacks

There are many advantages to a homeowner and to the community for adding an ADU to an existing or newly constructed single family residence³. Combinations of these advantages can be realized, either simultaneously or sequentially over time.

Advantages of ADU to the homeowner include:

- A source of rental income – long-term tenants can provide a steady, predictable stream of income to the homeowner.
- Rental income and help – Tenants might contribute a mix of rent income and help with garden or other services.
- Housing for a caregiver – As the homeowner(s) age and need care, the ADU can be used as living quarters for a caregiver.
- Housing for a family member – The ADU can be used for adult children, family members with disabilities who need to live independently but with support, and parents or other family members needing affordable housing.
- A place to downsize – As children move out or the homeowner ages, the homeowner could move into the ADU and rent out the primary residence to a family or multiple roommates. This allows the homeowner to remain in their neighborhood and community while reducing their housing costs and increasing their income.
- Increased property value – Being considered real property, an ADU will increase the value of the property.
- A source of friendship and connection – The homeowner and tenant may develop a friendship.

Advantages to the community include:

- Addition of an affordable rental unit for members of the community workforce. – This use is the primary focus of this document and more information will follow.
- Gentle densification – It is generally agreed that one path to creating more affordable housing units is to “increase density,” i.e. having more housing units per area of land. ADUs can do this in a “gentle” rather than a “disruptive” way to the neighborhood, and without requiring zoning changes.
- Workforce housing near employment locations – Many opportunities for ADU locations are near employment locations, lessening travel time for employees and impact on roads and climate.
- Use of infrastructure – ADUs use existing roads and utilities, saving the expense of adding new infrastructure.
- Environmentally beneficial – Adding ADUs to existing property can lessen the need to clear trees and add pavement. ADUs are generally compact and energy efficient, further reducing the environmental impact created by a growing community.

³ It is feasible for the first built unit to be the ADU, with the primary residence being later built.

- Increased tax revenue – The increased property value generates additional property tax without investing in more infrastructure.

Possible drawbacks to the homeowner include:

- Impact on privacy with the sharing of outdoor spaces, and/or ADU ingress or egress.
- For an attached ADU, noise through adjacent walls or a ceiling/floor.
- Disruption during construction.
- The homeowner, as landlord, will have responsibilities for maintenance, rent collection or other administrative duties.

Possible drawbacks to the neighbors include:

- Disruption during construction.
- Impact on the neighborhood with additional traffic or parking.

Overall, the advantages of ADUs to both the homeowner and community considerably outweigh the drawbacks. With proactive forethought, the drawbacks can be fully or partially mitigated.

C. – ADU Design Options and Costs

Deciding on a design is one of the most important aspects of adding an ADU to your property. The design will drive the cost and will determine how successful the unit will be in meeting the expectations of both the homeowner and ADU occupant. This section gives some information about design options to help orient the interested homeowner. For a detached ADU, and for an attached ADU added wing, the homeowner will need a carefully thought out site plan. Since each site plan is unique, addressing this topic fully is beyond the scope of this document.

Attached ADUs

Generally speaking, attached ADUs will cost less to create than detached ADUs since less structure will need to be built. If a detached ADU is being created by remodeling an existing detached structure, the cost may be less than that of a completely new structure. If either an existing inside or detached space is being remodeled/adapted to an ADU, the cost will be influenced by the condition of the existing structure and the degree to which it conforms to current building codes. The homeowner will need to engage an architect or builder for advice on their specific project. As exterior modifications or expansions are added to a primary residence, the costs will increase more significantly.

Design options for attached ADUs are entirely dependent on the space being remodeled or added. This document does not attempt to provide floor plans and or cost estimates for what are wide-ranging possibilities and desires for each site and homeowner. The interested homeowner might do online searches or check out a book from the library for remodeling examples. One local example is given in Exhibit A. Costs are best controlled by the homework

done before beginning the actual construction process. And for some homeowners, there may be features or other additions that are desirable but not part of the rental ADU consideration and economics.

Detached ADUs

Choices for designing and creating a detached ADU can be grouped into five categories, summarized in the following paragraphs.

Custom stick-built designs – These represent the traditional approach of working with an architect or designer to develop a design that meets the requirements and desires of the homeowner. The homeowner then would engage a contractor to build the custom design, or the homeowner might do part or all of the construction. The term “stick-built” reflects the construction process of building the house out of board lumber. This category can include using Structural Insulated Panels (SIPs) or other modular building products. SIPs are becoming more available and often have lower overall costs and improved energy efficiency compared to some traditional stick-built construction.

Cost of construction depends on the cost of materials and labor which can vary with market conditions and the choice of finishing features, appliances, etc. In the context of this document it is assumed that since the interested reader will be thinking of affordable housing, those choices will be driven by a cost conscious approach. Given that, for planning purposes construction costs including site work might range from about \$200 to \$300 per sf (square foot). For example, a 400sf ADU which would provide adequate housing for a single person or couple could cost \$80,000 to \$120,000. Achieving affordable costs will require cost conscious choices and construction management.

One example of a stick-built ADU in Jefferson County is given in Exhibit B. This family engaged a local design-build contractor to create a 432sf 1BR ADU for under \$90,000 by doing some of the work themselves.

Another example of a stick-built design profiled in Exhibit C is a 550sf 1BR Habitat for Humanity home designed by Terrapin Architecture. Although not built as an ADU, the design would be quite suitable for that purpose. Recently, the construction cost was estimated at about \$250 per sf for a total cost of \$137,500 including site work.

Pre-approved stick-built designs – Several communities have adopted standard designs which have been pre-approved for permits by a city or county. Pre-approved designs reduce permitting costs and time, and allow creating standard bill of materials for expediting the ordering of lumber and other building supplies. As of this date, neither Jefferson County or the City of Port Townsend have available pre-approved stick-built or pre-built ADU designs. In time these options may be available. A permit would still be required for the site plan to cover setbacks, impervious surface coverage and other site specific factors.

One example illustrating pre-approved designs is given on the City of Seattle's ADUniverse website⁴. The city engaged a number of architects to submit ADU designs, and selected ten of varying size, type and style as shown on their website. This innovative approach might spark some interest in Jefferson County. The Seattle designs might be of interest locally, although not pre-approved in either the city or county.

Another example comes from Clallam County where the director of the Department of Community Development, who is also an architect, developed plans for a 392sf studio style ADU that has been pre-approved by the county (Exhibit D). The county provides the plans and up to five inspections for a fee of \$392. Cost for a Do-It-Yourself owner is estimated to be under \$40,000, and the estimated cost for a contractor built unit is \$60,000.

Pre-built Designs – A number of companies offer factory pre-built ADU-size dwellings which can easily be installed on a site-prepared foundation. There is a wide variation in costs for such units, from under \$200 per sf to well over \$500 per sf. The upper end of this range is not pertinent to the affordable workforce housing focus of this document, but may still be of interest to homeowners with other priorities. In considering pre-built designs, the homeowner will want to carefully consider what is and is not included in the pre-built model. The homeowner will need to estimate the other costs to finish the unit for ADU occupancy.

As with everything, there are both advantages and possible drawbacks to pre-built designs. Advantages can include:

- Circumventing the time consuming and sometimes nerve wracking process of developing a custom design by “letting your fingers do the walking” through online catalogs.
- Buying a guaranteed product with customer support.
- Possibly lower costs per square foot than a stick built design.
- There may be several options for customizing aspects of the design.

Drawbacks may include:

- Limitations in shape – Pre-built units tend to be long and narrow to fit on the back of a flatbed truck.
- Limitations in materials or finishing, although options may be available.
- Styles which might not meet the homeowner's tastes or fit with the existing home style.
- Lack of local knowledge of or experience with vendors.
- Understanding how the unit will be delivered and “fit” to the homeowner property and what that will cost.

HSN maintains a list of pre-built and kit-built vendors on their website⁵. One example is Wolf Industries⁶ of Battle Creek WA which offers Modular Tiny Homes and Prefab ADUs. They have a

⁴ <https://aduniverse-seattlecitygis.hub.arcgis.com/pages/gallery>

⁵ <https://housingsolutionsnetwork.org/adu/>

⁶ <https://wolfind.com>

partnership with BackhomeADU and Craft3 to supply twenty ADUs for the greater Portland area⁷. Wolf Industries currently offers a range of products from a 300sf 1BR unit with a starting price of \$64,500 to 616sf 2BR units with a starting prices of \$92,500. Their designs are relatively long (30' to 44') and narrow (10' to 14') to fit on a flatbed truck, and have shed style roofs. For additional fees, Wolf will provide complete project management, including obtaining permits and installing the foundation.

Kit-built designs – These are similar to pre-built designs with standard floor plans and components produced at a factory, but differ in being delivered in pieces to be assembled onsite. At this time, no known local examples are available.

Conversions – This category includes converting existing detached structures such as a garage, shed or other outbuilding into an ADU. Since each conversion is unique, it is hard to provide general information. Often such buildings are old, have not been in use for some time, and may need upgrades to meet current building codes.

D. – Financing an ADU

The ability to finance an ADU is often a determining factor in moving forward with a project. Conventional home mortgage products are not designed for ADUs. This section contains an overview to assist the homeowner to navigate through the available and possible sources of financing.

Self financing – A place to start is for the homeowner to examine their liquid assets (savings, market investments, etc.) to determine if they have adequate resources to pay for the project. The remaining options covered in this section are for homeowners who are not in a position to self finance or opt not to do so.

For several of the following mortgage, home equity products and renovation loans, future rental income from the ADU is normally not allowed to be included in the income used for loan qualification. Once the rental is established, some conventional lending options do allow consideration of that rental income.

There are many specifics such as interest rates, Loan to Value⁸ limits, required credit scores, loan origination fees, and other factors that enter into qualification and repayment details. The reader should contact lending institutions for specifics. A list of local lending institutions with contact information is given in Part II.

Refinancing – Homeowners who have owned their residences for three, five or more years may have developed sufficient equity that they can refinance at a higher level of borrowing and use

⁷ <https://www.backhomeadu.org/how-it-works>

⁸ Lenders consider the value (or equity) you have in your home and limit the percentage of that they will lend you. This is called the LTV ratio. Depending on the product it could be as low as 70% and as high as 100%.

the resulting cash to fund the creation of their ADU. If they are refinancing at the same interest rate and loan duration, their monthly mortgage will increase. However, rental income from the ADU may be adequate to service the increased mortgage payments. On the other hand, if interest rates have decreased, or they take a longer duration loan, their monthly mortgage increase will be less, and in some cases might even remain the same. Refinances of mortgages generally result in a lump sum loan made available at one time to finance the ADU project and construction as it moves forward. Interest and monthly payment changes begin when the funds are made available to the homeowner.

Home Equity Loan – Homeowners who have built up considerable equity in their homes but who have limited liquid assets may consider using a home equity loan to finance their ADU. As with first mortgages or refinances of first mortgages, home equity loans tend to be a lump sum loan made at one time. Whether it is preferable to take out a home equity loan or refinance their first mortgage would depend on prevailing interest rates, fees and available durations of these different products. Home Equity Loans have fixed rates of interest. Home Equity Loans and HELOCs (below) usually have shorter allowable loan durations than first mortgages.

Home Equity Line of Credit (HELOC) – Similar to home equity loans, this product is available to homeowners who have built up adequate equity in their primary residence. As the name implies, a HELOC establishes a line of credit with a lending institution against which the borrower can withdraw cash as needed, rather than all at once as with Home Equity Loan. This can be helpful for an ADU project where expenditures may be spread over many months. HELOCs usually require interest only payments for a period of time, say 5 or 10 years, and have variable interest rates. At or before the end of this period of time, the borrower is required to repay on an amortization schedule with a fixed interest rate.

Renovation Loans – Several products are available to finance the renovation of your home, including adding an attached or detached ADU. Fannie Mae, the FHA, and the VA all offer such loans. Terms differ between these products, but they all generally require that the renovations be done by a licensed contractor within a six-month time period, and allow longer repayment times than home equity products. Renovation loans have not been widely used recently due to a number of factors including changing construction costs and prolonged construction windows. However, they remain an attractive option.

Local Investors – Jefferson County has a large cadre of local investors, many of whom are members of the Local Investors Opportunity Network, or LION⁹. LION is a network that connects those seeking financing to local investors. LION is not an investment group. Each LION member makes their own investment decisions. LION members have historically invested mainly in local businesses, along with some lending to non-profits and financing of some real estate transactions. Recently some LION members have become interested in lending for affordable housing. Local investors generally lend for shorter durations than the commercial

⁹ <http://jeffersonlion.org/>

products listed above. One attractive possibility is for local investors to provide bridge loans for homeowners to create and bring their ADU into the rental market before applying for refinancing with a commercial product. Since loans would be negotiated between individual lenders and borrowers, LION investor terms and conditions can be more varied. For example, some terms might call for interest-only payments during the ADU construction, and then begin principal and interest payments after the unit is approved for occupancy. Full repayment could be made when the conventional financing is secured.

Combination of the above – The homeowner might combine two or more of the above options to create their ADU. Exhibit B presents one such example where the homeowners refinanced their home to cover about half the cost of the ADU, and local lenders provided the other half.

E. – Creating an Affordable Rental ADU

The commonly accepted guideline for affordable housing is that the monthly cost of housing should not exceed 30% of the household's gross income. For renters, housing costs include rent and utilities. This guideline or "rule" goes back to the 1969 amendment to the 1968 Fair Housing Act¹⁰. The 30% rule is almost universally used to determine if housing costs are "affordable," even though many of its assumptions are simplistic and broad. It is also generally accepted that households spending 50% of their gross income on housing are "severely burdened."

Based on the 30% rule and HUD data on Jefferson County 2021 household Area Mean Incomes (AMI) of \$67,400, Table E.1 illustrates a range of affordable rentals for different household incomes.

Table E.1 – 2021 Affordable Monthly Housing Costs for A Range of Household Incomes for Jefferson County WA

Household Income	Equivalent Hourly Wage	Monthly Costs
120% of AMI \$80,800	\$38	\$2022
AMI \$67,400	\$32	\$1,685
60% of AMI \$40,400	\$19	\$1011
Min Wage \$28,475	\$13.69	\$711

¹⁰ https://www.huduser.gov/portal/pdredge/pdr_edge_featd_article_092214.html

Another perspective on what qualifies as affordable housing is given by HUD's Fair Market Rents (FMR) which are published annually for each city or county. The FMRs represent the 40th percentile of recent past rents, and are used for establishing Section 8 vouchers.

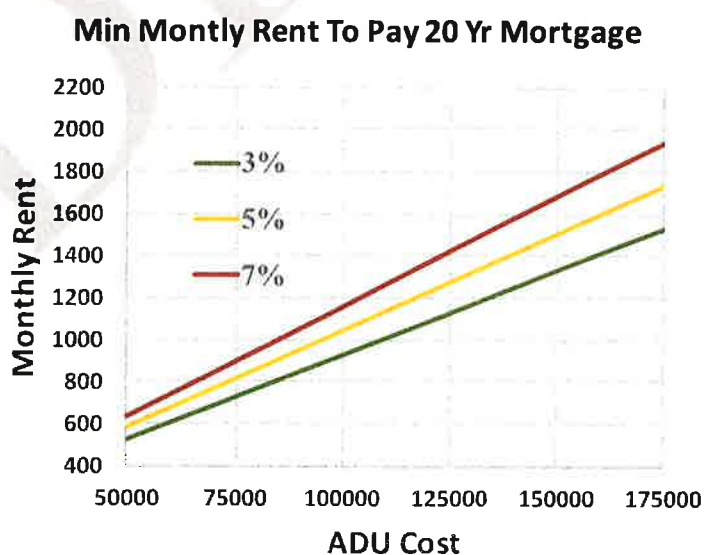
Table E.2 – 2021 Fair Market Rents
For Jefferson County WA

Unit	FMR
Efficiency	\$638
One bedroom	\$771
Two bedroom	\$964
Three bedroom	\$1,380
Four bedroom	\$1,663

Using the above data as guidelines, units renting from about \$700 to \$1,700 per month, including utilities, could be considered as affordable housing for workforce households in Jefferson County WA in 2021.

The question that one might ask is “given the cost of construction and operations, can homeowners benefit from creating and renting ADUs at affordable rates?” A brief response might be “yes, but making everything pencil out requires close attention to the design and construction choices and costs for the ADU.” Let’s take a closer look.

There are many costs a homeowner will incur for operating a rental ADU, including: loan payments; increased property taxes; utilities included in the rent; maintenance; insurance; and tax on the net rental income. The below figure shows the rent that would need to be collected for different ADU construction costs and twenty-year loan interest rates, after factoring in estimated values for the above expenses and assuming that the unit is rented eleven out of twelve months each year.



To illustrate how to use the above chart, consider an example of a 1BR ADU that cost \$100,000 to construct and is being financed with a 20-year loan with a 5% interest rate. The unit would need to rent for \$1040 per month for the homeowner to break even. Assuming the homeowner would like some net income, they might set a rental rate of \$1,250. This would exceed the HUD Fair Market Rental rate, but would provide affordable housing to a household earning \$50,000 per year such as a household of two minimum wage earners each working 40 hours a week, or a single person earning about 75% of the Area Median Income.

To summarize, ADUs can contribute to affordable rentals for the Jefferson County workforce, but the “design space” to make everything “pencil out” is very constrained. Careful attention must be paid to minimizing construction costs and seeking favorable financing.

F. – Landlord Considerations

Building a comfortable ADU and managing the financial aspects is a big step towards creating an affordable rental. But for complete success, both the landlord and the tenant need to have a good experience. The ABCs section wraps up with introductory tips and guidance for the landlord.

Whether you are a new landlord or an experienced one it would be good to watch the 75 minute HSN video *How to Be a Good Landlord*¹¹ by Barney Burke. Barney is a long time resident of Port Townsend, an experienced landlord, and an advocate for affordable housing. The video is full of tips and information on finding tenants, handling leases, setting rental rates and rent increases, practical tips for maintaining the property, and guidance on how to have a good landlord experience. In this ABCs section an overview is given of four landlord responsibilities: Inclusiveness, Relationships; Transactions; and Maintenance.

Inclusiveness – People need safe and affordable housing – some claim this is a right. Yet collective individual behaviors of those with means as well as government priorities and policies have left many members of our community without access to this basic need. If you have reached this section of the document, you are likely interested in contributing to the stock of affordable housing in the community. Also important is making that housing equally available to everyone, independent of their race or color, national origin, religion or creed, sexual orientation, gender identification, familial and marital status, disability, or veteran/military status. As the landlord of a single unit, you would not be legally required to conform to national and state fair housing laws if your rental does not involve a realtor. Regardless, as a citizen of Jefferson County HSN expects you will make your ADU available to any qualified renter.

Relationships – Developing and maintaining good relationships with your tenants is a key part of having a successful landlord experience. This involves establishing mutual trust and respect

¹¹ <https://housingsolutionsnetwork.org/how-to-be-a-good-landlord-an-introduction-to-residential-rentals/>

through open and honest communication and treating your tenants as if they were your neighbors – which they are. Careful screening of applicants can contribute to a positive relationship. By responding in a caring way to tenant inquiries and needs, they in return will likely display good behavior. Most tenants will be responsible people. The occasional “bad apple” is an exception.

Transactions – Be prepared to deal with many transactions such as responses to ads, applications, leases, rent collections, tracking expenses, filing income tax forms, and more. Although time consuming and requiring good organization, transactions are straight forward compared to developing good relationships. Sample forms for many of these transactions are available on-line. The HSN website¹² has examples of applications and leases.

Maintenance – As a landlord, you will be responsible for maintenance of your ADU, as well as occasional replacements for things like appliances and carpets. If this is “not your bag,” there are property management firms available who can do this, and who can also handle many or all of the transactions. However, that will be an additional operational cost.

It is hoped that this ABCs section provides the orientation needed for you to get started. If so, continue onto Part II – *The 123s: Steps to creating an ADU for an affordable rental*.

¹² <https://housingsolutionsnetwork.org/how-to-be-a-good-landlord-an-introduction-to-residential-rentals/>

Exhibit A – Creating a Basement ADU

A contractor who was installing a half bathroom in the basement level of a retired couple's uptown home suggested the basement space could be converted into a rentable apartment unit. He said he would be happy to do the work which he estimated would cost about \$40K. Over the next 6 months the couple thought about his suggestion. As they aged, it could be a place for a live-in caregiver. And as they read about the community's need for affordable rentals, they realized it could serve that role until the time came. Financially, they could afford the project, and would be happy if the rent could just repay the costs. The space was below their kitchen and dining room (rarely used) and they would need to be conscious of making noise in the kitchen. They were concerned about how to locate a tenant, and if it would work out having someone living in their home. Balancing concerns with opportunities, they decided to proceed.

The contractor was fabulous to work with, did a fine job, but worked at his own pace so the project took eight months. He did the design and all the construction except electrical which was subcontracted. The unit is about 400 square feet with an entrance door that opens onto a parking area that the owners do not use. It has a full kitchen, ¾ bath, access to washer/dryer, and screened off bedroom area which the contractor created with a dresser and armoire. The owners decided to fully furnish the unit to avoid damage with furniture moving in and out. Extra insulation was added as a noise buffer between the apartment and the main living area.

The total cost of the project was \$45-\$50K including all appliances and furniture. After asking people about affordable rental rates, the owners decided to charge \$1200 per month including all utilities, wifi, and TV. With help from a lawyer they drew up an agreement that requires an initial rental period of 3 months, followed by month-to-month rent. A damage deposit equal to one months rent, and a post rental cleaning fee are required. Once they have some history on utility costs, they may lower the rent.

The owner's original goal was to make the unit available to visiting or newly arriving workers at Jefferson Healthcare. After finding little need for that at present, an advertisement on Craig's list drew many inquires. They showed the apartment to four people. Their first choice withdrew after her work required she live in Sequim. The present tenant moved in a week ago and plans to stay there for several months as she navigates through personal changes in her life. With the exception of one person who ranted at the \$1200 rent, others felt it was a good price. So far the rent has gone well, and initial concerns about tenants have not materialized.



Exhibit B – Creating an ADU with Help from Local Investors

This section is out for review.

DRAFT

Exhibit C – Repurposing a Habitat for Humanity 1 BR Home Design

This section is out for review.

DRAFT

Exhibit D – Clallam County Pre-approved ADU 392sf Design

The Clallam County Department of Community Development announced on July 8, 2020 a pre-approved design for a 392sf studio style ADU. Designed by DCD Director and architect Mary Ellen Winborn, the affordable ADU design was developed to help address the lack of affordable housing in Clallam County and give people the opportunity for affordable home ownership. DCD provides the drawings for the 14' x 28' building and up to five inspections for a \$392 fee. Estimated 2020 construction costs for a contractor built unit were about \$60,000 and \$37,000 for a Do-It-Yourselfer. Since the announcement, Clallam County DCD has received a least one inquiry a week and has permitted five units. The increase in materials costs has been a factor affecting people's interest in moving forward with a build.

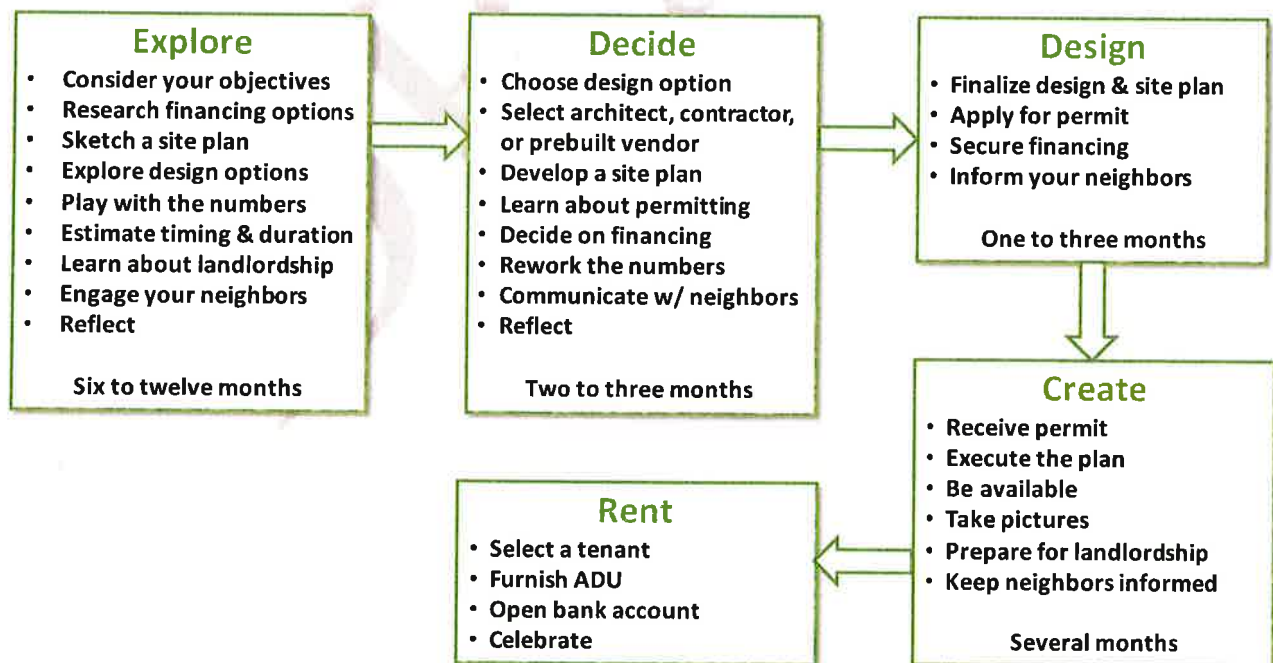


Part II – The 123s: Steps for creating an ADU for an affordable rental

Creating an ADU and bringing it to the rental market is a project. One characteristic of a project is that there is a start and finish, or a beginning and an end. Each reader may be at a different starting point, but the end point will be the same – renting the ADU. The objective of The 123s is to help make that project go smoothly by avoiding wasted resources, unanticipated delays, rework, and frustration. The reader can expect the project to take one to two years from start to finish. Rushing headlong is counter productive. Experience shows that time spent in the early stages of the project to consider options and carefully weigh choices will end up saving time and money later on. Correcting for poor choices once construction starts is very costly, while living with a compromised design is extremely frustrating.

The below roadmap is intended to help guide the journey. As with any roadmap – think of your vacation trip plan – you may not spend the same amount of time as others at any stop. You will want to tailor the roadmap to your needs. Every project has some “long poles in the tent” – those aspects which seem particularly challenging. Different projects might have different long poles. Yours might be financing, while another person’s might be site constraints on their design, and another’s might be a neighbor who has difficulty accepting change. Most of the activities in the roadmap apply to both attached and detached ADUs. An exception might be that a site plan would not be needed for an AADU unless it is an addition to the residence. Consider the roadmap as a helpful checklist to plan your project journey. The rest of The 123s will walk through this process map block by block to elaborate on each activity.

Roadmap for Creating a Rental ADU



1. – Explore

This stage of the project should take the longest time – allow six months to a year. You will be exploring all the options and considerations surrounding creating an affordably rentable ADU. You will likely find yourself leaning in one direction (e.g. considering a pre-built unit), only to change to another direction when you learn new information (e.g. discovering a local builder who can create a less expensive unit that you like better). As you progress through the Explore phase, your thoughts should start to firm up.

A good starting point is to **consider your objectives** for creating an ADU. If you are aligned with the focus of this document, you will want to create an affordable rental unit for the local workforce. Revisit Section E of The ABCs to recall information on affordable rental rates. Beyond that, you may want to think of future uses of the ADU. For example, if you envision moving into the ADU someday – be it an AADU or DADU – and renting your primary residence, then you will want to make sure the ADU meets your needs as well as being a rental unit. Your objectives may evolve as you talk with friends or family members and gather information.

You will want to **research financing options** to see what is best for your situation. A good starting place is to review the options listed in Section D of The ABCs. You might explore some of the available loan products by contacting several local lenders. HSN maintains a list of local lenders and lending products on its website¹³.

You probably have in mind a location on your property or in your primary residence where you envision putting your ADU. Start **sketching a site plan**, taking into accounts required setbacks, total lot coverage, egress, parking, privacy, views, and other factors that will influence your ADU design. You might need to engage an architect or other professional. If you live within the City of Port Townsend, the information provided in Appendix II will be helpful. If you live in the county, look at the zoning requirements for your property, and investigate if your septic and water systems will be an issue. The HSN Permit Navigator webpage¹⁴ has several videos related to septic systems and stormwater basics.

Explore design options for your ADU. If you are remodeling an interior space, start playing with possible layouts to see if the floor plan will be feasible and if code requirements can be met. If you are adding a new detached structure, refer to Section C of The ABCs for pre-built or stick-built options. The list of pre-built products on the HSN website¹⁵ could be a helpful starting point. If you are considering a custom stick-built design, start thinking about desired size, floor plan, siting and other factors. Often it is helpful to look online or at the library for examples of already built structures. If you will be converting a garage or other existing structure, it would be good to talk with a builder to learn what this might entail.

¹³ URL

¹⁴ <https://housingsolutionsnetwork.org/permit-navigator/>

¹⁵ URL

In general, when designing for affordable construction, simpler designs are more budget-friendly. That does not mean that the ADU needs to be boring or not fit the architecture of your house or the character of the neighborhood. Complex roofs, angled walls, etc., generally add construction costs. Loft spaces can provide inexpensive extra square feet. And don't forget that outdoor spaces are often living areas in this part of the world. Using dimensions that are multiples of 4' and 8' match standard lengths or dimensions of lumber, plywood and the like. Putting plumbing fixtures (i.e. the kitchen and bath) in the same area within the unit also helps to control costs. More square footage does not always mean more functionality or attraction. Understand the energy efficiency of your ADU and what options you may have there as well.

Play with the numbers to grasp the operating finances of your ADU and learn about the constraints on making it pencil out. A helpful tool is the HSN ADU Calculator¹⁶ – a downloadable Excel spreadsheet. This calculator is ideal for doing “what if” explorations, like “what if I get a 5% loan for 20 years?” or “what if I charge \$1200/mo rent?”

Estimate the **project timing and duration**, and how it fits into your calendar and other commitments. Think about how much time you can devote to this project and whether that could be a barrier.

Learn about landlordship. Spend 75 minutes viewing the HSN How to Be a Good Landlord¹⁷ video to become familiar with landlord roles and responsibilities. This webpage also has links to a number of helpful documents.

Engage your neighbors to share your early thoughts about adding an ADU. Neighbors may have concerns about disruptions during construction or increased traffic or noise. Share with them that you are contributing to a community need for affordable housing. You might ask them how many of their restaurants or retail stores have difficulty hiring staff, or mention that the hospital and government bodies have difficulty hiring people as there is no housing available. You might want to cite some numbers from the introduction to this document. Perhaps they will become interested in considering an ADU addition.

Reflect on your objectives, financial needs, time commitment and other factors related to this project. If your feelings are positive, progress to the Decide phase. Otherwise, continue to Explore, or maybe put this aside for now.

2. – Decide

Feeling positive about adding an ADU, it is time to move into the decision phase which will result in a go or no-go commitment. Expect to spend two to three months in this phase.

¹⁶ URL

¹⁷ <https://housingsolutionsnetwork.org/how-to-be-a-good-landlord-an-introduction-to-residential-rentals/>

Choose a preferred **ADU design option**. If you will be remodeling an interior space or detached structure or if you will be going with a custom built detached ADU, **select an architect or a contractor** who does design-build work. Ask about their fees and availability. With them, develop conceptual designs. If you are opting for a pre-built unit, **select a preferred vendor** and model. Be sure to find out about their backlog and delivery schedule. If you are a Do-It-Yourself type, determine what part of the project you will take on. Whichever option you choose, get a ball park cost estimate for your financial projections, and then add 10% for contingencies.

Work with your contractor or architect to **develop a site plan** which will meet code requirements and take into consideration you and your neighbor's expectations. If you live in the county, evaluate the suitability of your septic and water systems¹⁸.

Learn about permitting requirements and processes. The HSN Permit Navigator website (see above footnote) has videos that walk you through the ADU permitting process for both the city and county. Although you will not apply for a permit until the Design stage, go through a mock exercise to gather all the needed information and documents so that you fully understand what will be required. Also be sure you know the expected time it takes to receive a permit. Your contractor or builder can help with these matters.

Decide on how you will **finance** your project, and secure financing if you will need resources for the Design phase. If you will be applying for a loan, select a commercial lender and get the application process started. If you plan to seek financing from local investors, start the engagement process.

As your project costs come into focus, **rework the numbers** using the HSN ADU Calculator to make sure the ADU will pencil out. You are likely to go through this exercise many times as you make decisions on the ADU design, site plan and financing.

Continue to **communicate with neighbors**, sharing your plans and letting them know you are taking their concerns into consideration.

Reflect on your progress and envision the future. If you are feeling comfortable, make the decision to move to the Design phase. Otherwise, pause or end the project.

3. – Design

As you move to the design phase, expenditures will start to accrue as your plans take shape. Allow one to three months for this phase. Delays tend to accumulate, so be mindful to keep on top of things.

¹⁸ See the HSN Navigator Video website <https://housingsolutionsnetwork.org/permit-navigator/> for helpful videos.

It is now time to **finalize your design and site plan**. If you are working with an architect or builder, they will produce construction drawings¹⁹ corresponding to your conceptual design. These will be needed to apply for a building permit, ordering materials, and onsite construction. If you are going with a pre-built, it is time to make your final choice and select options or customization if appropriate. If you live in the county you need to finalize your water or septic system upgrades if needed.

Apply for a permit as soon as you have the needed information and documents. Be prepared to pay the permitting fees. Be sure to submit all the needed documentation to avoid delays. Ask the permitting department for an expected date for approval so you can plan ahead.

It is also time to **secure your financing** and to time it with your need for expenditures.

This is also a good time to **inform your neighbors** of likely construction dates. They may be concerned about noise or dust. Respond as best you can to their concerns, and keep them informed.

4. – Create

The **receipt of the permit** is the “go-ahead” trigger to start creating the ADU. Since expenditures will start accruing, you need to also have your financing secured. Be sure to have your contractor lined up. Plan on about three months for construction. If you have opted for a pre-built unit, the vendor’s lead time needs to be factored in, but the on-site construction will be much shorter.

It is now time for your contractor to **execute the design plan** for the site work and construction. Design changes during the Create phase inevitably make a project more expensive. This is where your homework in the early steps pays off. In this phase, you should be making choices more than changes. But if it becomes evident that a design feature will compromise the functionality of the ADU, consider correcting it.

Be available to make decisions or choices on all sorts of details related to the construction and outfitting of your ADU. Even the best designs won’t capture detailed features that need specification. You will likely meet with your contractor on a weekly or more frequent basis. If you are doing some of the work yourself, you need to have a clear understanding with your contractor when your work will start and need to be completed.

Take pictures as the work progresses to share with friends and eventually to make into a project book.

¹⁹ The HSN Permit Navigator website <https://housingolutionsnetwork.org/permit-navigator/> has a video on how to read building plans,

As this phase progresses, you will need to **prepare for landlordship**. This is a good time to revisit the *How to Be a Good Landlord*²⁰ video and begin to prepare for seeking a tenant, and getting a draft lease together. You will need to decide whether to rent the ADU unfurnished or furnished. If the unit will be furnished, start looking for what will be needed. Either way, you will be buying appliances. You will also need to decide if pets will be allowed and other expectations you will have for your tenants. If you have any questions about fair housing act regulations, call the WA Human Rights Commission at (800) 233-3247. They are available to help landlords.

Keep your neighbors informed. If you have established good relations with them, they could be as excited as you to see the project come to fruition.

5. – Rent

As the completion date for the construction becomes set, it is time to seek your first tenants to occupy the ADU.

Advertise, interview, screen candidates and **select a tenant**. Timing for this might be a month before you expect to receive the Certificate of Occupancy. Prospective tenants may need a few weeks to get ready to move in, so don't wait until the last minute to start this process.

Furnish the ADU according to the plan you have developed.

You may want to **create a separate bank account** to deposit rent and pay for expenses. Security deposits shouldn't be co-mingled with personal accounts.

If your financing involved a bridge loan, you will need to secure your final financing and pay off the bridge loan lenders.

Celebrate! Hold an open house for your neighbors, people who have helped with your project and friends. Make a picture book of the project using one of the online vendors. Adding an ADU is an accomplishment in itself. Providing a solution for a person or family to the affordable workforce housing crisis is even better.

The ADU project is now complete, and it is time to transition to being a landlord! Thank you!

²⁰ <https://housingsolutionsnetwork.org/how-to-be-a-good-landlord-an-introduction-to-residential-rentals/>

Appendix 1 – Jefferson County Brochure #31 ADU – Accessory Dwelling Unit

Appendix 2 – City of Port Townsend Accessory Dwelling Unit General Information

DRAFT

The **ABCs** of **ADUs**

A guide to
Accessory Dwelling Units
and how they expand housing options
for people of all ages



BASEMENT ADU



DETACHED ADU



ATTACHED ADU



SECOND-STORY ADU



GARAGE-CONVERSION ADU

AARP
Real Possibilities



Websites: AARP.org and AARP.org/Livable
Email: Livable@AARP.org
Facebook: /AARPLivableCommunities
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Free Newsletter: AARP.org/Livable-Subscribe

AARP is the nation's largest nonprofit, nonpartisan organization dedicated to empowering people 50 or older to choose how they live as they age. With nearly 38 million members and offices in every state, the District of Columbia, Puerto Rico and the U.S. Virgin Islands, AARP strengthens communities and advocates for what matters most to families: health security, financial stability and personal fulfillment. The AARP Livable Communities initiative works nationwide to support the efforts by neighborhoods, towns, cities, counties, rural areas and entire states to be livable for people of all ages.



Orange Splot LLC

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Orange Splot LLC is a development, general contracting and consulting company with a mission to pioneer new models of community-oriented, affordable green housing developments. Orange Splot projects have been featured in the *New York Times*, *Sunset Magazine* and on NBC's *Today* show. (The detached ADUs on page 3 and the back cover are by Orange Splot.) Company founder Eli Spevak has managed the financing and construction of more than 250 units of affordable housing, was awarded a Loeb Fellowship by the Harvard University Graduate School of Design, cofounded the website AccessoryDwellings.org and serves as a vice chair of Portland, Oregon's Planning and Sustainability Commission.

The ABCs of ADUs

A guide to Accessory Dwelling Units and how they expand housing options for people of all ages

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A NOTE TO READERS: Many of the photographs and project examples in this publication are from Portland, Oregon, one of the first municipalities in the nation to encourage the creation of accessory dwelling units.

Visit AARP.org/ADU
to download
or order this free
guide and find
more resources
about accessory
dwelling units.

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Welcome! Come On In

AARP surveys consistently show that the vast majority of people age 50 or over want to remain in their homes and communities as they age rather than relocate

We know from surveys by AARP and others that a majority of Americans prefer to live in walkable neighborhoods that offer a mix of housing and transportation options and are close to jobs, schools, shopping, entertainment and parks.

These preferences — coupled with the rapid aging of the United States' population overall and decrease in households with children — will continue to boost the demand for smaller homes in more compact neighborhoods.

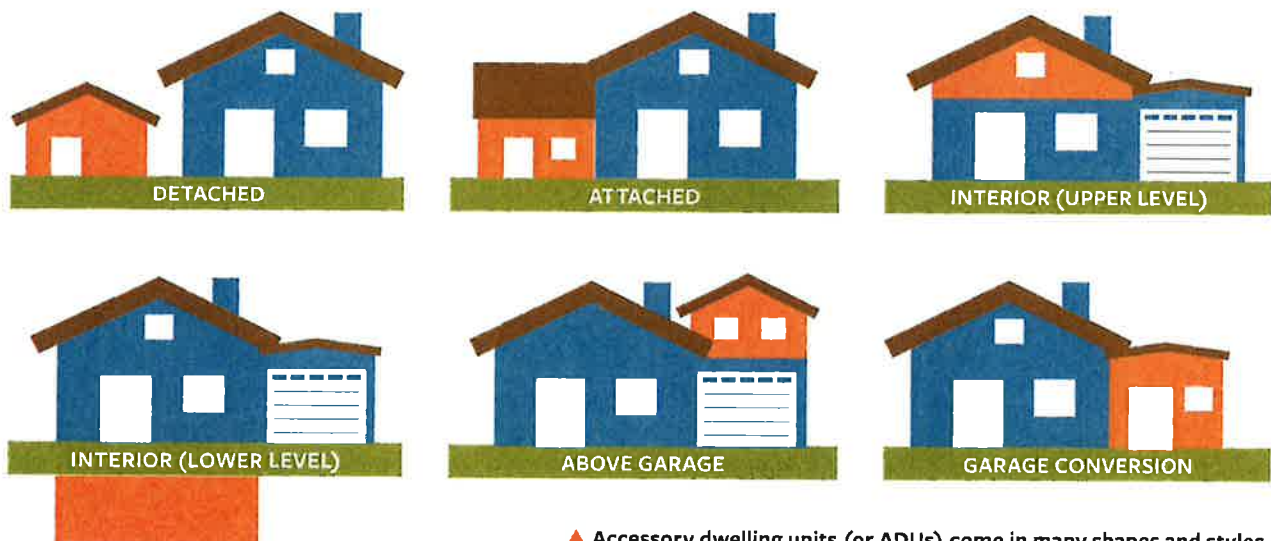
As small houses or apartments that exist on the same property lot as a single-family residence, accessory dwelling units — or ADUs — play a major role in serving a national housing need.

This traditional home type is reemerging as an affordable and flexible housing option that meets the needs of older adults and young families alike.

In fact, in the 2018 AARP Home and Community Preferences Survey, people age 50-plus who would consider creating an ADU said they'd do so in order to:

- provide a home for a loved one in need of care (84%)
- provide housing for relatives or friends (83%)
- feel safer by having someone living nearby (64%)
- have a space for guests (69%)
- increase the value of their home (67%)
- create a place for a caregiver to stay (60%)
- earn extra income from renting to a tenant (53%)

Since ADUs make use of the existing infrastructure and housing stock, they're also environmentally friendly and respectful of a neighborhood's pace and style. An increasing number of towns, cities, counties and even states have been adapting their zoning or housing laws to make it easier for homeowners to create ADUs.



The ABCs of ADUs is a primer for elected officials, policymakers, local leaders, homeowners, consumers and others to learn what accessory dwelling units are and how and why they are built. The guide also suggests best practices for how towns, cities, counties and states can include ADUs in their mix of housing options.

ADUs Come in Many Shapes and Styles

ADUs are a family-friendly, community-creating type of housing the nation needs more of

Although many people have never heard the term, accessory dwelling units have been around for centuries (see page 6) and are identified by many different names. To be clear about what's being discussed:

- An ADU is a small residence that shares a single-family lot with a larger, primary dwelling
- As an independent living space, an ADU is self-contained, with its own kitchen or kitchenette, bathroom and sleeping area
- An ADU can be located within, attached to or detached from the main residence
- An ADU can be converted from an existing structure (such as a garage) or built anew
- ADUs can be found in cities, in suburbs and in rural areas, yet are often invisible from view because they're positioned behind or are indistinct from the main house
- Because ADUs are built on single-family lots as a secondary dwelling, they typically cannot be partitioned off to be sold separately
- An ADU can provide rental income to homeowners and an affordable way for renters to live in single-family neighborhoods
- An ADU can enable family members to live on the same property while having their own living spaces — or provide housing for a hired caregiver
- Unlike tiny houses (see page 17), ADUs are compact but not teeny, so they're a more practical option for individuals, couples and families seeking small, affordable housing
- For homeowners looking to downsize, an ADU can be a more appealing option than moving into an apartment or, if older, an age-restricted community
- ADUs can help older residents remain in their community and “age in place”



CREATIVE COMMONS

▲ Accessory dwelling units show up in neighborhoods throughout the country — and even in pop culture. One example: In the sitcom *Happy Days*, Fonzie (right) rented an above-garage ADU from the Cunningham family in 1950s-era Milwaukee, Wisconsin.

ADUs are also known as ...

Although most local governments, zoning codes and planners in the United States use the term *accessory dwelling unit* or *ADU*, these small homes and apartments are known by dozens of other names. The different terms conjure up different images. (Who wouldn't rather live in a “carriage house” than in an accessory or “ancillary” unit?) Even if you've never heard of accessory dwelling units or ADUs, you have likely heard of — and perhaps know the locations of — some of the home types noted at right.



▲ Renting out this 350-square-foot garage-conversion ADU in Portland, Oregon, helps the property owner, who lives in the lot's primary residence, pay her home mortgage.

- accessory apartment
- alley flat
- back house
- backyard bungalow
- basement apartment
- carriage house
- coach house
- garage apartment
- granny flat
- guest house or cottage
- in-law suite
- laneway house
- mother-daughter house
- multigenerational house
- ohana unit
- secondary dwelling unit
- sidekick

PHOTO AND LIST FROM ACCESSORYDWELLINGS.ORG

Since ADUs can be created in many different shapes and styles, they're able to fit discreetly into all sorts of communities, including suburban subdivisions, row-house streets (either with or without back-alleys), walkable town or urban neighborhoods — and, of course, large lots and rural regions.



◀ A **DETACHED ADU** (aka DADU) is a stand-alone home on the same lot as a larger, primary dwelling. Examples include backyard bungalows and converted outbuildings.

Location: Portland, Oregon | Photo by David Todd



▶ An **ATTACHED ADU** connects to an existing house, typically through the construction of an addition along the home's side or rear. Such units can have a separate or shared entrance.

Location: Davidsonville, Maryland | Photo by Melissa Stanton, AARP



◀ A **GARAGE ADU** makes use of an attached or detached garage by converting the space into a residence. Other options involve adding a second-story ADU above a garage or building a new structure for both people and cars.

Location: Portland, Oregon | Photo by Radcliffe Dacanay

An **INTERNAL ADU** is created when a portion of an existing home — an entire floor, part of a floor, or an attic or basement — is partitioned off and renovated to become a separate residence.

▶ Access to an **UPPER-LEVEL ADU** can be provided through a stairway inside the main home or directly from an exterior staircase. This 500-square-foot ADU sits atop a 1,900-square-foot primary dwelling.

Location: Portland, Oregon | Photo by Eli Spevak, Orange Sploit LLC



▲ A **LOWER-LEVEL ADU** is typically created through the conversion of a home's existing basement (provided that height and safety conditions can be met), during construction of the house, or (see page 7) as part of a foundation replacement and house lift.

Location: Portland, Oregon | Photo by Derin Williams

ADUs Are Good for People and Places

Communities that understand the benefits of ADUs allow homeowners to create them

ADUs are an affordable housing option

- ADUs can generate rental income to help homeowners cover mortgage payments or simply make ends meet. The income provided by an ADU tenant can be especially important for older people on fixed incomes.
- Since the land on which an ADU is built already belongs to the homeowner, the expense to build a secondary residence is for the new structure only. The lot is, in a sense, free.
- ADUs are typically owned and managed by homeowners who live on the premises. Such landlords are less likely to raise the rent once a valued tenant has moved in. Many ADUs are created for family members to reside in for free or at a discounted rate.
- Although market rate rents for ADUs tend to be slightly more than for similarly sized apartments, they often represent the *only* affordable rental choices in single-family neighborhoods, which typically contain no studio or one-bedroom housing options at all.
- Some municipalities are boosting ADUs as part of affordable housing and anti-displacement strategies. Santa Cruz, California (see opposite), is among the cities with programs to help lower-income households build ADUs or reside in them at reliably affordable rents.

ADUs are able to house people of all ages

- An individual's housing needs change over time, and an ADU's use can be adapted for different household types, income levels, employment situations and stages of life.
- ADUs offer young people entry-level housing choices.
- ADUs enable families to expand beyond their primary home.
- ADUs provide empty nesters and others with the option of moving into a smaller space while renting out their larger house or letting an adult child and his or her family reside in it.

ADUs are just the right size

- Generally measuring between 600 and 1,000 square feet, ADUs work well for the one- and two-bedroom homes needed by today's smaller, childless households, which now account for nearly two-thirds of all households in the United States.

ADUs are good for the environment

- ADUs require fewer resources to build and maintain than full-sized homes.
- ADUs use significantly less energy for heating and cooling. (Of all the ADU types, internal ones tend to have the lowest building and operating costs.)

ADUs are community-compatible

- ADUs offer a way to include smaller, relatively affordable homes in established neighborhoods with minimal visual impact and without adding to an area's sprawl.
- ADUs provide a more dispersed and incremental way of adding homes to a neighborhood than other options, such as multistory apartment buildings. As a result, it's often easier to get community support for ADUs than for other housing types.

Big houses are being built, small houses are needed

Do we really need more than three times as much living space per person as we did in 1950? Can we afford to buy or rent, heat, cool and care for such large homes?

YEAR	1950	2017
Average square footage of new single-family homes	983	2,571
Number of people per household	3.8	2.5
Square feet of living space per person	292	1,012

Fact: ADUs house more people per square foot of living area than single-family homes do.

SOURCE: NATIONAL ASSOCIATION OF HOME BUILDERS (AVERAGE HOME SIZES), U.S. CENSUS BUREAU (AVERAGE HOUSEHOLD SIZES)

HOME VISIT #1

Attached ADU Addition

Santa Cruz, California

Size: 500 square feet



▲ The area with the darker roof shingles is the ADU that was added onto the home of Carrie and Sterling Whitley.

◀ ▼ The Whitleys' ADU (that's Carrie showing off the front yard's new paths and plantings) has its own entrance on the side of the home and is being rented to the couple's daughter so she can help her elderly parents when needed.

When Carrie and Sterling Whitley bought their house in 1971, they paid less than \$15,000. Nearly 50 years later, similar homes on their street have sold for more than \$1 million.

THE PROBLEM: The Whitleys, who are in their 80s, own the house outright and don't want to move. But the financial and physical demands involved in maintaining the house are a challenge.

A SOLUTION: To help low-income homeowners age 62 or older live independently and keep their homes, the Monterey Bay affiliate of Habitat for Humanity and the City of Santa Cruz launched My House My Home: A Partnership for Aging-in-Place. The pilot program builds accessory dwelling units so older homeowners can downsize into a new, aging-friendlier home and earn rental income from their original house. Or such homeowners can remain in their house and rent out the new, smaller residence. Participating homeowners are required to charge an affordable rental rate.

REALITY CHECK: When the Whitleys' project broke ground in April 2017, they were the first homeowners to receive an ADU through the program, which worked with them to design the ADU as an addition to their existing home. Since the dwelling was built with accessibility features, Carrie and Sterling know they can downsize into it if they ever need to. Until then, their daughter, Brenda, resides in the addition.

REAL LIFE: "I'm right next door to my parents in case they need me or need any help," Brenda says.

Design: Historic Sheds | Builder: Historic Sheds | Cost to build: \$158,000 in 2017 (not including volunteer labor) | Photos by Michael Daniel | Article adapted from Where We Live: Communities for All Ages (AARP 2018)



ADU ADVICE: With an attached ADU, privacy between the two residences can be achieved by locating the ADU bedroom(s) and bathroom(s) as far as possible from the main house. Providing the ADU with its own yard or outdoor space is helpful too.

ADUs Are an American Tradition

While today's interest in ADUs may be new, the housing type is centuries old

Early settlers often built a small home to live in while constructing their larger, primary house nearby.

When farming was a source of survival for most of the nation's households, families routinely constructed additional homes on their land when needed.

People with wealth and acreage regularly populated their lands with secondary mansions and ancillary buildings independent of the main estate house.

In fact, until the 20th century, people with land built as many homes as they wished. There were few or no zoning rules, municipal services or infrastructure (utilities, roads, schools, trash collection, first-responders) to consider.

A historic precedent for the modern day accessory dwelling unit is the "carriage house," or "coach house." Originally built for horse-drawn carriages, the structures associated with grander homes were frequently large enough to double as living quarters for workers and stable hands.

Decades later, in response to housing shortages and economic needs, many surviving carriage houses were

converted into rental homes. By becoming landlords, the owners gained income from their otherwise unused outbuildings.

Automobile garages have a similar history. Some were originally built with a housing unit upstairs. Over time, many garages were converted (often illegally or under zoning codes no longer applicable today) into small homes when the spaces became more valuable for housing people than vehicles.

With the rise of suburban single-family home developments following World War II, ADUs practically ceased to be built legally in the United States. Then as now, residential zoning codes typically allowed only one home per lot, regardless of the acreage and with no exceptions. Attached and detached garages occupied yard space that might otherwise have been available for ADUs.

Some cities, including Chicago, grandfathered in pre-existing ADUs — but only if the residences remained consistently occupied. In Houston's historic and trendy Heights neighborhood, old and new garage apartments are common and desired.

But elsewhere, even in rural areas with ample land, property owners are often prohibited from creating secondary dwellings. Many communities today don't allow new ADUs, even if they did in the past — and even if ADUs currently exist there. (Countless units in single-family homes or yards are technically illegal or are allowed simply because they were created when such residences had been legal.)

ADUs began making a comeback in the 1980s as cities explored ways to support smaller and more affordable housing options within single-dwelling neighborhoods. In 2000, in response to a growing demand for ADU-supportive guidelines, AARP and the American Planning Association partnered to release an influential model state act and local code for ADUs.

More recently, there's been renewed interest at the state and local levels (see page 8) in legalizing and encouraging the creation of ADUs, driven by the increasingly high cost of housing and, in some places, the belief that homeowners with suitable space shouldn't be so restricted in the use of their property.

▼ **This carriage house containing a one-bedroom, one-bath ADU above a two-car garage sits behind a six-level, Gilded Age, Hoboken, New Jersey, townhome that was built in 1883. The dual residence property was on the market in 2018 for \$5 million.**



HOME VISIT #2

Garage Apartment ADU

Denver, Colorado

Size: 360 square feet



▲ The apartment above the garage can be reached from inside the garage or from an exterior side entrance accessed from the yard it shares with the primary residence.

“I see our ADU as something very similar to a student loan,” says Mara Owen. “It’s something you invest in the future with. It was cheaper than buying a house for Mom, and it lets her have independence. It’s great knowing we can check in on her whenever.”

AH-HA MOMENT: Owen, her partner, Andrew, and their three dogs were sharing a one-bedroom, one-bath house with her mother, Diane. When Owen learned that ADUs were allowed in the city, she decided the best way to get more space for her small home’s many residents would be to remove their “leaky and defunct” garage and build a new two-car garage with an apartment above it.

WISE ADVICE: “Get a really great builder and architect,” says Owen. “Interviewing architects was similar to a first date. It’s not just who you feel connected with. That’s important, but get to the values. It’s a niche market, so see if you can find someone who has built ADUs before, because ADUs are a little different.”

FUTURE PLANS: The stairs to Diane’s apartment are wide enough for a stair lift, if it’s ever needed. The roof was built at the correct slope for the eventual installation of solar panels.

Design: Hive Architecture | Builder: Hive Architecture | Cost to build: \$167,000 in 2016 | Photo by Mara Owen | Article adapted from “ADU Case Studies” by Lina Menard on AccessoryDwellings.org. Visit the website to read about and see photographs of more ADU projects.

HOME VISIT #3

Basement ADU

Portland, Oregon

Size: 796 square feet

The transformation of this colorful Victorian was both a preservation and expansion project.

TEACHING MOMENT: “Here’s a very welcome breath of fresh air, especially in the face of so much gentrification that is going on in Portland!” declared Mark Lakeman, principal of Communitecture, an architectural, planning and design firm, about the pictured remodel. Writing on his company’s website, he says the project provides a lesson in how to “adapt and reuse our precious historic houses so they can accommodate more people while also providing more income to support the existing home.”

HOW’D THEY DO IT? To add a basement rental unit, engineers lifted the house. The resulting ADU is roughly four feet underground and four feet above.



▲ By lifting the house and digging beneath it, designers, engineers and builders turned a two-story, single-family home into a three-story, multifamily residence.

THE ACHIEVEMENT: Adds Lakeman: “Unlike the seemingly pervasive method of simply tearing down existing buildings so that new, giant ones can be built, this approach achieves upgrades in energy efficient living places and adds density while retaining the continuity of our beloved historical urban environment.”

Design: Communitecture | Home Lift: Ennert International | Builder: Tom Champion | Cost to build: \$125,000 in 2015 | Photos by Communitecture (before) and Chris Nascimento (after)

The Time Is Now

Rules for ADUs continue to evolve and frequently differ from one town to the next

Some communities allow almost any home to be set up with an ADU — so long as size limits, property line setbacks and placement caveats in relation to the primary dwelling are met.

Other communities start with those basic standards and then layer on extra requirements (see page 14) that can make it challenging to create an ADU.

Municipalities nationwide have been relaxing their restrictions against ADUs, and some states have been encouraging their creation by requiring communities to allow them.

- In 2017, California required all of its cities and counties to allow ADUs so long as the property owner secured a building permit. In Los Angeles, Mayor Eric Garcetti has said ADUs could provide the city with a needed 10,000 housing units. He's touted ADUs as a "way for homeowners to play a big part in expanding our city's housing stock and make some extra money while they're at it."
- That same year, a New Hampshire law established that local zoning codes had to allow ADUs nearly everywhere single-family housing was permitted. The change stemmed in large part from the frustration of builders who couldn't construct the type of amenities, such as backyard cottages and garage apartments, that their clients desired.
- Oregon requires cities and counties of certain sizes within urban growth boundaries to allow ADUs in all single-family neighborhoods.
- As of 2019, major cities that allow ADUs include Anchorage, Alaska; Atlanta, Georgia; Austin, Texas; Denver, Colorado; Honolulu, Hawaii; Houston, Texas; Philadelphia, Pennsylvania; Phoenix, Arizona; Seattle, Washington; and Washington, D.C. Communities in Massachusetts, Kentucky, Illinois, Indiana and Oregon have sought advice from AARP and Orange Spot about revising their zoning codes to allow ADUs.

► The unique floor plan of this single-family Maryland farmhouse allows for a first floor residence (accessed through the door on the right) and an upper-level ADU that can be reached through the entrance at left.

To Encourage ADUs

LOCAL OFFICIALS can ...

- allow all ADU types (detached, attached, interior)
- simplify the building permit process for ADUs
- waive or reduce permit and impact fees
- let garages be converted into ADUs without requiring replacement off-street parking
- allow a second ADU if one of the homes on the property meets accessibility standards

COMMUNITY PLANNERS can ...

- adopt simple, flexible but nondiscretionary ADU rules about setbacks, square footage and design compatibility with the primary dwelling

LENDERS can ...

- work with homeowners to finance the construction of ADUs by using renovation loans

ADVOCATES can ...

- organize tours of completed ADUs in order to inform and inspire the community
- educate homeowners, real estate agents, architects and builders about local zoning regulations and the permit process

REAL ESTATE AGENTS can ...

- educate themselves and their clients about rules for the construction of ADUs

LOCAL MEDIA can ...

- report on how and why homeowners build ADUs



PHOTO BY MELISSA STANTON, AARP

HOME VISIT #4

Internal ADU (Main Level)

Portland, Oregon

Size: 220 square feet

Even small homes can have enough space for an ADU. An underused main floor bedroom in this 1.5-story, 1,500-square-foot bungalow was transformed into a studio apartment.

AH-HA MOMENT: According to Joan Grimm, who owns the home with Rita Haberman: “What we were looking for in terms of a community and aging in place was right under our noses. Remove a fence and create a shared open space. Build a wall and create a second dwelling unit. It doesn’t have to be complicated.”

REAL LIFE: “Creatively carving out an ADU from the main floor of our house saved on design and construction costs,” Grimm adds. “It provides an opportunity for rental income, with no significant compromise to the livability of our home.”

*Design: Rita Haberman | Builder: RS Wallace Construction | Cost to build: \$55,000 in 2015 (with some work done by the homeowners)
Photos courtesy Billy Ulmer | Article adapted from “ADU Case Studies” by Lina Menard on AccessoryDwellings.org*



▲ The steps and side entrance (top) lead to the studio apartment ADU, which was crafted out of an existing space. The covered porch to the right leads to the primary residence. The ADU contains a kitchen, small dining and living area, sleeping area, bathroom and laundry area.

HOME VISIT #5

Internal ADU (Lower Level)

Portland, Oregon

Size: 795 square feet

“We were looking for a way to live in our house for the rest of our lives and to generate at least some income in the process,” Robert Mercer and Jim Heuer wrote for the program guide of the annual Portland ADU Tour when their home was part of the lineup. “An ADU offers the possibility of caregiver lodging in the future or even a place for us to live while we rent out the main house if we get to the point where we can’t handle the stairs any longer.”

THE SOUND OF SILENCE: Internal ADUs often require that soundproofing insulation be installed between the primary dwelling and the accessory unit that’s below, above or beside it. In Portland, the building code for duplex residences requires a sound insulation rating of at least STCC45. To property owners thinking about a similar ADU setup, the duo advise: “Think about how you live in your home and

▼ The door to the right of the garage leads to a ground-floor ADU with windows along the back and side walls. The upper-level windows seen below are part of the main residence.



how having downstairs neighbors will change what you can and can’t do with your space and what investment you are prepared to make in sound insulation.”

AN ADDED BONUS: “We are pleased that we have been able to provide more housing density on our property and still be in keeping with the historic character of our home.”

Design: DMS Architects | Builder: Weitzer Company | Cost to build: \$261,000 in 2016 | Photo by Melissa Stanton, AARP | Article adapted from the 2017 ADU Tour project profiles on AccessoryDwellings.org

Bringing Back ADUs

The reasons for creating or living in an ADU are as varied as the potential uses

ADUs are flexible. Over time, a single ADU might be used in many ways as an owner's needs and life circumstances change. Following are just a few reasons why ADUs are created and by whom:

EMPTY NESTERS can build an ADU and move into it, then rent out the main house for supplemental income or make it available to their adult children.

FAMILIES WITH YOUNG CHILDREN can use an ADU as housing for a nanny or au pair or even a grandparent or two, who can then help raise their grandkids and be assisted themselves as they age.

INDIVIDUALS IN NEED OF CARE can reside in an ADU to be near family members, or they can use the ADU to house a live-in aide. (In fact, ADUs can be an affordable and more comforting alternative to an assisted-living facility or nursing home.)

HOME BUYERS can look forward to the rental income from an ADU to help pay their mortgage or finance home improvements, especially in expensive housing markets.

HOME-BASED WORKERS can use an ADU as their office or workshop.

HOMEOWNERS can use an ADU for guests or as housing for friends or loved ones who:

- aren't yet financially independent, such as new high school or college graduates
- need temporary housing due to an emergency or while renovating their own home
- have disabilities but can live independently if family reside nearby



▲ The zoning code in Evanston, Illinois, permits accessory dwelling units, creating an opportunity for the owners of this 1911 home with an outbuilding in the backyard.

Planning and Paying for ADUs

Most new homes are built by developers, entire subdivisions at a time. Apartments are also built by pros.

But ADUs are different.

Although ADUs are occasionally designed into new residential developments, the vast majority are created by individual homeowners after they move in. In other words, ADUs are usually created by enthusiastic and motivated *amateurs*.

An ADU may present the ultimate chance for a do-it-yourselfer to build his or her small dream home. More often, homeowners bring in a combination of architects, designers and construction contractors to do the work, much as they would for a home addition or major kitchen remodeling. The local municipality's planning department can provide guidance on the rules for ADUs and information about what permits, utility connections and fees are involved.

ADUs aren't cheap, and they are often the most significant home improvement project a homeowner will undertake.

Although internal ADUs can sometimes be built for about \$50,000, new detached ADUs often exceed \$150,000. Most ADUs are financed through some combination of savings, second mortgages, home equity lines of credit and/or funds from family members (sometimes a relative who ends up living in it).

In some areas, the cost of building an ADU can be recouped after a few years of renting it. If that's the plan, it's worth estimating the expenses versus the potential income before undertaking an ADU project.

A few cities, nonprofits and start-ups are experimenting with creative financing options that could put ADUs within reach for more homeowners and their families, as well as prospective renters.



HOME VISIT #6

Detached ADU (One-Story)

Decatur, Georgia

Size: 800 square feet

When Walt Drake decided to downsize, his son Scott purchased his dad's house for himself and his family and built a detached ADU (or DADU) for Walt.

"From not finding what we wanted for Dad, we decided to create it," says Scott. "Neighborhoods built in the 1920s have carriage houses. Building an ADU was a modern day version of something people have been doing on their property in this area for a hundred years."

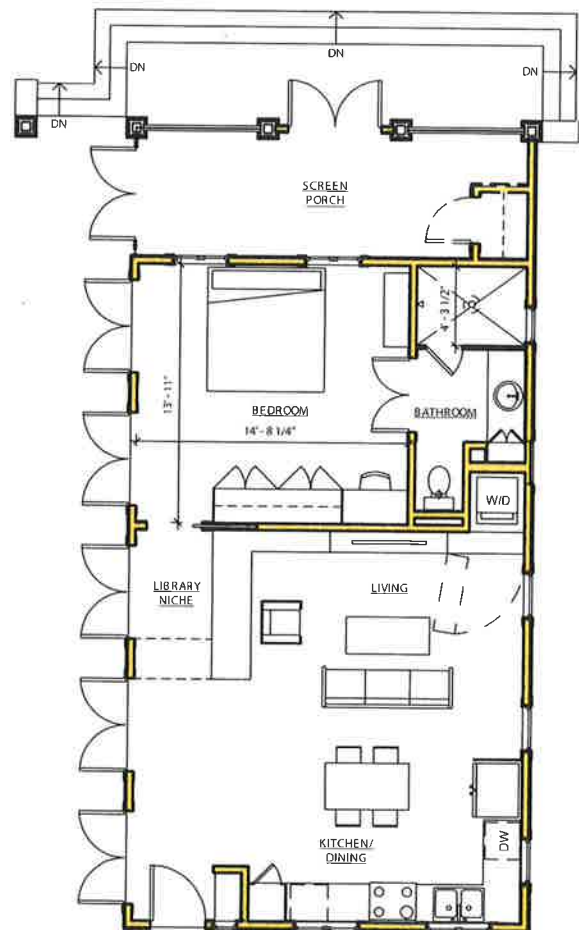
NEAR AND FAR: "We wanted the houses to be separate and to feel like we're each on our own property, but we're there for each other," says Scott.

AGING-FRIENDLY: Building the ADU meant Walt didn't have to sell his home and leave his neighborhood. "He was able to keep his own stuff and turn over what he didn't need to us," says Scott. "It kept my dad in place, which I think was important."

FUTURE PLANS: Scott says the ADU is "serving its intended purpose" but that someday down the road it could be used as a long- or short-term rental. "The ADU could turn into lots of different things over the course of its lifetime."

Design: Adam Wall, Kronberg Wall | Builder: Rob Morrell | Cost to build: \$350,000 in 2014 | Photo by Fredrik Brauer | Floor plan by Kronberg Wall Architects | Article adapted from "ADU Case Studies" by Lina Menard on AccessoryDwellings.org

▲ Walt Drake's Southern-style, one-bedroom ADU has an outdoor, wraparound porch that can be accessed without using steps. The design is in keeping with other buildings in the neighborhood.



ADUs Are Age-Friendly Housing

New-construction ADUs can be created with “universal design” features

An “age-friendly” home has a zero-step entrance and includes doorways, hallways and bathrooms that are accessible for people with mobility differences. Garage conversions (such as the one pictured on page 2) are among the easiest and least expensive ADU solutions for aging in place since they’re preexisting structures and generally have no-step entries. To learn more about making a home aging-friendly, download or order the *AARP HomeFit Guide* at AARP.org/HomeFit.

HOME VISIT #7

Detached ADU (Two-Story)

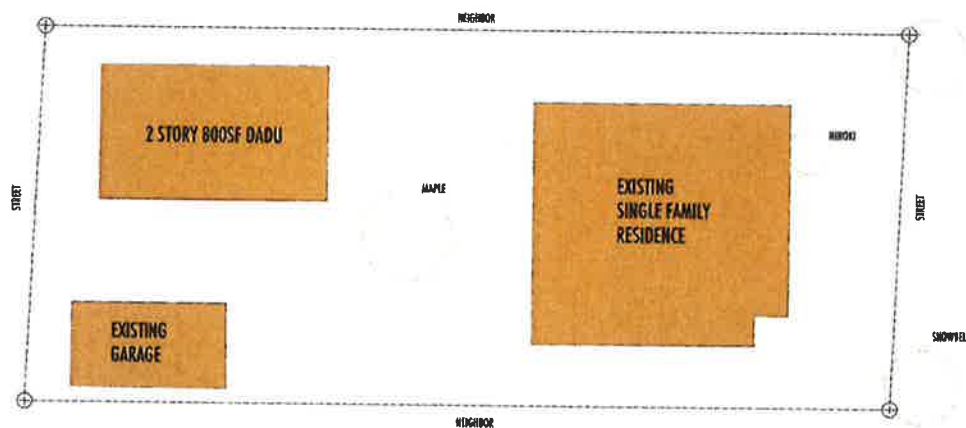
Seattle, Washington

Size: 800 square feet

Evelyn Brom’s plan was to build a backyard cottage and rent it out. She would keep living in her two-bedroom home.

AH-HA MOMENT: As the design developed, Brom realized that *she* wanted to live in the stunning wood-and-glass ADU. It was a good decision. A week before moving in, Brom was laid off from her job.

REAL LIFE: The \$3,000 a month Brom receives in rent for the main house (which is occupied by a three-generation family) provides a needed income. “Being laid off has made this arrangement a lifesaver,” Brom says. If the stairs in the cottage ever become too hard to navigate, she can move back into her original one-story house and rent out the cottage instead. “Now I have options,” she says.



▲ There’s a powder room, open kitchen and living room on the first floor, with a bedroom and bathroom upstairs.

◀ Although Brom’s property is only 0.13 acres, it’s large enough to accommodate two homes, a patio, a lawn and a garage. A slatted wood fence with a gate divides the space between the two houses and provides privacy.

Design: Chrystine Kim, NEST Architecture & Design | Builder: Ian Jones, Treebird Construction | Photo by Alex Hayden | Cost to build: \$250,000 in 2014
Article adapted from Where We Live: Communities for All Ages (AARP 2018)

HOME VISIT #8

Detached Bedroom

St. Petersburg, Florida

Size: 240 square feet

Bertha and her son John talked about someday buying a house with a mother-in-law suite. “Then one day someone came along and wanted my house, so I up and sold it,” she explains. “But that left me homeless. I asked John if I could build a small house in his backyard and he agreed.”

CREATIVE THINKING: A detached bedroom is a permanent, accessory structure that, unlike ADUs, lacks a kitchen. But that’s what makes these cabin-like homes more affordable to build than many ADUs and even tiny houses.

WHAT’S INSIDE: Bertha’s home contains a sleeping and living area and a full bathroom. “I paid for the little house and it’s on my son’s property. So I figured, if I’m cooking I can do it at my son’s house,” she says. (Her laundry is also done at his house.)



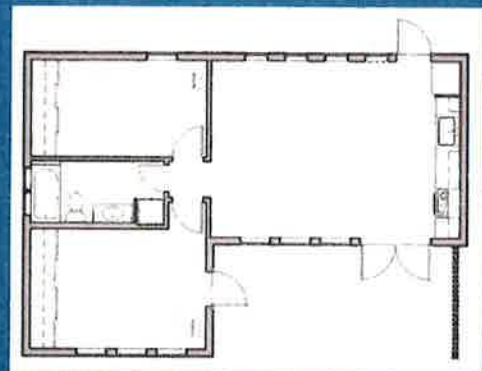
▲ A detached bedroom, which contains a bathroom but no kitchen, can provide housing for a loved one or serve as a home office or guest cottage.

REAL LIFE: “Having access to my son’s house makes it livable. Otherwise, I personally would not be happy. It’s very comforting to know that John is close by. Hopefully this will be my home forever.”

Design: Historic Sheds | Builder: Historic Sheds | Cost to Build: \$50,000 in 2017 | Photo by Historic Sheds | Article adapted from “ADU Case Studies” by Lina Menard on AccessoryDwellings.org

A Sustainable and Sunny ADU

Tired of living in a house with so many walled off and dark spaces that the sun couldn’t shine in, the home’s owners built and moved into the bright, airy, modern and very accessible ADU they created in their yard. (The original, larger home has become a rental.) The ADU is located within a conservation district and was constructed using sustainable materials and environmentally friendly techniques. One such feature is the deck trellis, which allows light in while diffusing the heat of the afternoon sun.



▲ Although this ADU has only 721 square feet of living space, there is room enough for two bedrooms.

Design: Propel Studio | Builder: JLTB Construction | Photo by Josh Partee | Cost to build: \$185,000 in 2017 | Article adapted from “ADU Case Studies” by Lina Menard on AccessoryDwellings.org

Practical Solutions for ADUs

Local laws can both allow and appropriately control the creation of accessory dwellings

There are more than 19,000 cities, 16,000 towns and 3,000 counties in the United States. Regulations about ADUs are typically written or adopted at the local government level.

Where it's legal to build ADUs, homeowners still need to follow rules about where it can be done, how tall they can be, how many square feet they can contain, what they can look like and how they can be used. These rules can be found in the local zoning code.

Over the past few decades it has become clear that there's a balance to strike between the strictness of ADU regulations and how often ADUs get built.

For instance, after Portland, Oregon, relaxed its ADU rules in 2010 and waived impact fees (a savings of up to \$12,000), the number of ADUs built there increased from about 30 per year between 2000 and 2009 to practically one ADU a day in 2015.

Changes in California's ADU laws allowed Los Angeles to achieve an even more dramatic increase, going from 80 permit applications in 2016 to nearly 2,000 in 2017. Allowing both an ADU and a "Junior ADU," or JADU — an interior ADU of 500 square feet or fewer — on properties in Sonoma County were among the urgent

policies adopted in the wake of Northern California's many devastating fires.

Meanwhile, in many jurisdictions, well-intentioned but burdensome rules can stymie the creation of ADUs. ADU-related zoning codes should be restrictive enough to prevent undesirable development but flexible enough that they actually get built.

When a community is worried about a potentially undesirable outcome, it can — and many do — craft regulations to prevent particular building types, locations or uses. A city concerned about the environmental impact of new structures might prohibit placing detached ADUs in precarious locations, such as on steeply sloping lots. Communities wary of ADUs becoming, for instance, off-campus student housing could establish occupancy rules.

Every community has its own priorities and concerns, and there's a wide enough range of regulatory controls that communities can write appropriate ADU rules.

This inherent flexibility in the form and function of ADUs allows them to pass political muster and get adopted in a wide range of places. (See page 16 for more about uses and rules.)

Rules that discourage ADUs

- ADU-specific regulations that don't also apply to primary dwellings (e.g., owner-occupancy requirements)
- complex design compatibility criteria and approval steps
- off-street parking requirements beyond those required for the primary dwelling
- restrictions that limit ADUs to certain geographic areas, particular zoning categories or to large lots
- caps on square footage relative to the primary house that make it easy to add an ADU to a large home but hard or impossible to add one to a small home

TRADING SPACES: An ADU is always the smaller of two dwellings on a property, but it's possible for an existing home to become the ADU when a larger house is built and becomes the primary dwelling.

Are ADUs allowed in your community?

Find out by calling the office in charge of land use and permits or stopping by in person. You can also search for and read the zoning code through the local government's website.

- If ADUs are allowed, ask what conditions, permit needs and impact fees apply.
- If ADUs are not allowed in your community and you want them to be, ask an elected official or the local department of zoning and planning for information about how the codes can be updated. Then get organized and start advocating!

Creating (or Understanding) an ADU Zoning Code

The ADU section of a community's zoning code needn't be overly complicated. It just needs to establish clear, objective and fair rules for the following:

1. A Definition: A good zoning code clearly defines its terminology. Here, for example, is a useful outline for what, in the real world, is a very fluid term: "An ADU is a smaller, secondary home on the same lot as a primary dwelling. ADUs are independently habitable and provide the basic requirements of shelter, heat, cooking and sanitation."

2. The Purpose: This is where the code describes key reasons a community allows ADUs. They should:

- increase the number of housing units while respecting the style and scale of single-dwelling development
- bolster the efficient use of existing housing stock and infrastructure
- provide housing that's affordable and respond to the needs of smaller, changing households
- serve as accessible housing for older adults and people with disabilities

3. Eligibility: Who can build an ADU and on what type of property? A statement in this part of the code clarifies that an ADU can be placed only on a "residentially zoned, single-family lot." (Some communities provide lot size standards, but many don't.)

4. Creation: This is where the code sets out how an ADU can be built. For instance: "An ADU may be created through new construction, the conversion of an existing structure, as an addition to an existing structure or as a conversion of a qualifying existing house during the construction of a new primary dwelling on the site."

5. Quantity: Most municipalities that permit ADUs allow one per lot. Vancouver, British Columbia; Sonoma County, California; and Tigard, Oregon, are among the few that allow two per lot (typically one internal and one external). Some communities also allow duplexes or townhomes to have ADUs, either in the backyard or on the ground floor.

6. Occupancy and Use: A code should state that the use-and-safety standards for ADUs match those that apply to the primary dwelling on the same property. (See page 17 for more about ADU uses.)

7. Design Standards:

- **Size and height:** A zoning code might specify exactly how large and tall an ADU is allowed to be. For instance, "an ADU may not exceed 1,000 square feet

or the size of the primary dwelling, whichever is smaller." Codes often limit detached ADUs to 1.5 or 2 stories in height. (An example of that language: "The maximum height allowed for a detached ADU is the lesser of 25 feet at the peak of the roof or the height of the primary dwelling.")

- **Parking:** Most zoning codes address the amount and placement of parking. Some don't require additional parking for ADUs, some do, and others find a middle ground — e.g., allowing tandem parking in the driveway and/or on-street parking. (See page 16 for more about parking.)
- **Appearance:** Standards can specify how an ADU's roof shape, siding type and other features need to match the primary dwelling or neighborhood norms. Some codes exempt one-story and internal ADUs from such requirements. (See page 16 for more about making sure that ADUs fit into existing neighborhoods.)
- **Entrances and stairs:** Communities that want ADUs to blend into the background often require that an ADU's entrance not face the street or appear on the same facade as the entrance to the primary dwelling (unless the home already had additional entrances before the ADU was created).

8. Additional Design Standards for Detached ADUs:

- **Building setbacks:** Many communities require detached ADUs to either be located behind the primary dwelling or far enough from the street to be discreet. (A code might exempt preexisting detached structures that don't meet that standard.) Although this sort of rule can work well for neighborhoods of large properties with large rear yards, communities with smaller lot sizes may need to employ a more flexible setback-and-placement standard.
- **Building coverage:** A code will likely state that the building coverage of a detached ADU may not be larger than a certain percentage of the lot that is covered by the primary dwelling.
- **Yard setbacks:** Most communities have rules about minimum distances to property lines and between buildings on the same lot. ADUs are typically required to follow the same rules.

Visit [AARP.org/ADU](https://www.aarp.org/ADU) to see examples of ADU zoning codes from selected cities.

ADU “Hot Topics”

As communities allow ADUs or update existing zoning codes and rules to be more ADU-friendly, they inevitably wrestle with some or all of the following issues:

Adding ADUs to neighborhoods

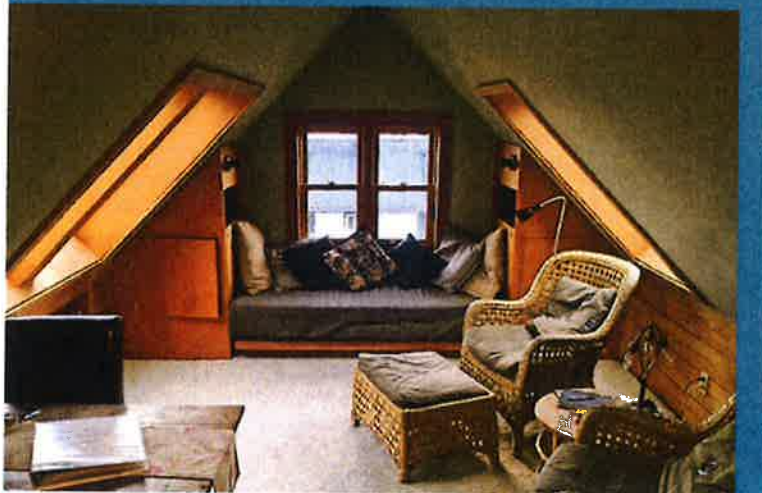
Recognizing that ADUs may represent a new housing type for existing neighborhoods, communities often write special rules to ensure they'll fit in well. These guidelines typically address visual compatibility with the primary dwelling, appearance from the street (if the ADU can be seen) and privacy for neighbors.

Rules that help achieve these goals include:

- height and size caps mandating that ADUs be shorter and smaller than the primary dwelling
- requirements that detached ADUs be behind the main house or a minimum distance from the street
- mandates that the design and location of detached ADUs be managed the same way as other detached structures (e.g., garages) on the lot
- design standards for larger or two-story ADUs so they architecturally match the primary dwelling or reflect and complement neighborhood aesthetics
- encouragement for the creation of internal ADUs, which are often unnoticed when looking at the house

Each community can strike its own unique balance between strict rules to ensure that ADUs have a minimal impact on neighborhoods and more flexible rules that make them easier to build.

▼ A top floor ADU can be a suitable rental for a student or someone who travels a lot for work. ADU expert Kol Peterson grew up in a home with an attic ADU that was usually rented to law school students. “They had to walk up the primary house’s interior stairs in order to access the affordable attic unit,” he writes in *Backdoor Revolution: The Definitive Guide to ADU Development*. “Over the years that each of them lived there, the tenants became parts of our family.”



Providing places to park

ADU regulations often include off-street-parking minimums on top of what's already required for the primary dwelling. Such rules can prevent homeowners from building ADUs if there's insufficient physical space to accommodate the parking. However, additional parking often isn't needed.

Data from Portland, Oregon, shows that there are an average of 0.93 cars for each ADU, and that about half of all such cars are parked on the street. With fewer than 2 percent of Portland homes having ADUs (the highest percentage in the country), there is about one extra car parked on the street every six city blocks. This suggests that any impacts on street parking from ADUs are likely to be quite small and dispersed, even in booming ADU cities.

More-realistic parking rules might:

- require the creation of new parking only if the ADU displaces the primary dwelling's existing parking
- waive off-street-parking requirements at locations within walking distance of transit
- allow parking requirements for the house and ADU to be met by using some combination of off-street parking, curb parking, and tandem (one car in front of the other) parking in a driveway

Dealing with unpermitted ADUs

It's not uncommon for homeowners to convert a portion of their residence into an ADU in violation (knowingly or not) of zoning laws or without permits.

Such illegal ADUs are common in cities with tight housing markets and a history of ADU bans. One example is New York City, which gained 114,000 apartments between 1990 and 2000 that aren't reflected in certificates of occupancy or by safety inspections.

Some cities have found that legalizing ADUs, simplifying ADU regulations and/or waiving fees can be effective at getting the owners of illegal ADUs to “go legit” — and address safety problems in the process.

Allowing and Restricting Uses

Communities get to decide whether to let ADUs be used just like any other housing type or to create special rules for them. Some municipalities take a simple approach, regulating ADUs just as they do other homes. So if a home-based childcare service is allowed to operate in the primary dwelling, it is also allowed in an ADU. Conversely, communities sometimes adopt ADU-specific regulations in order to avoid undesirable impacts on neighbors. Examples include:

Limiting short-term rentals

ADUs tend to work well as short-term rentals. They're small and the owner usually lives on-site, making it convenient to serve as host. However, if ADUs primarily serve as short-term rentals, such as for Airbnb and similar services, it undermines the objective of adding small homes to the local housing supply and creating housing that's affordable.

In popular markets, short-term rentals can be more profitable than long-term ones, allowing homeowners to recoup their ADU expenses more quickly. In addition, short-term rentals can provide owners with enough income that they can afford to occasionally use the ADU for friends and family.

A survey of ADU owners in three Pacific Northwest cities with mature ADU and short-term rental markets found that 60 percent of ADUs are used for long-term housing as compared with 12 percent for short-term rentals.

Respondents shared that they "greatly value the ability to use an

ADU flexibly." For instance, an ADU can be rented nightly to tourists, then someday rented to a long-term tenant, then used to house an aging parent. ADUs intended primarily for visiting family are sometimes used as short-term rentals between visits.

Cities concerned about short-term rentals often regulate them across all housing types. If there are already rules like this, special ones might not be needed for ADUs. An approach employed in Portland, Oregon, is to treat ADUs the same except that any financial incentives (such as fee waivers) to create them are available only if the property owner agrees not to use the ADU as a short-term rental for at least 10 years.

Requiring owner-occupancy

Some jurisdictions require the property owner to live on-site, either in the primary house or its ADU. This is a common way of addressing concerns that absentee landlords and their tenants will allow homes and ADUs to fall into disrepair and negatively impact the neighborhood.

Owner-occupancy rules are usually implemented through a deed restriction and/or by filing an annual statement confirming residency. Some cities go further, saying ADUs can be occupied only by family members, child- or adult-care providers, or other employees in service of the family.

Owner-occupancy requirements make the financing of ADUs more difficult, just as they would if applied to single-family homes. But as ADUs have become more common, owner-occupancy restrictions have become less so, which is good. Such requirements limit the appraised value of properties with ADUs and reduce options for lenders should they need to foreclose.

Enforcing owner-occupancy laws can be tricky, and the rules have been challenged in courts, sometimes successfully. However, according to a study by the Oregon Department of Environmental Quality, more than two-thirds of properties with ADUs are owner-occupied even without an owner-occupancy mandate.

While not technically ADUs, tiny houses can serve a similar purpose

► Because tiny houses — such as the 100-square-foot "Lucky Penny," pictured — are built on a trailer with wheels rather than on a fixed foundation, they are typically classified as recreational vehicles (RVs) rather than permanent residences. Although tiny homes are usually smaller than 400 square feet, many of them do contain a kitchen and bathroom.



Design and Builder: Lina Menard, Niche Consulting | Photos by Guillaume Ditiilh, PhotoXplore



ABOVE-GARAGE ADU



DETACHED-BEDROOM ADU



DETACHED ADU

- An accessory dwelling unit is a small residence that shares a single-family lot with a larger primary dwelling.
- As an independent living space, an ADU is self-contained, with its own kitchen or kitchenette, bathroom and living/sleeping area. (Garage apartments and backyard cottages are each a type of ADU.)
- ADUs can enable homeowners to provide needed housing for their parents, adult children, grandchildren or other loved ones.
- An ADU can provide older adults a way to downsize on their own property while a tenant or family member resides in the larger house.
- Since homeowners can legally rent out an ADU house or apartment, ADUs are an often-essential income source.
- ADUs help to improve housing affordability and diversify a community's housing stock without changing the physical character of a neighborhood.
- ADUs are a beneficial — and needed — housing option for people of all ages.

**Learn more about ADUs and
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The ABCs of ADUs

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QUICKNOTES

Accessory Dwelling Units

Accessory dwelling units (ADUs) are small, self-contained living units that typically have their own kitchen, bedroom(s), and bathroom space. Often called granny flats, elder cottage housing opportunities (ECHO), mother-daughter residences, or secondary dwelling units, ADUs are apartments that can be located within the walls of an existing or newly constructed single-family home or can be an addition to an existing home. They can also be freestanding cottages on the same lot as the principal dwelling unit or a conversion of a garage or barn.

The benefits to the home owner and the ADU occupant are many. For the home owner, ADUs provide the opportunity to offer an affordable and independent housing option to the owner's grown son or daughter just starting out or to an elderly parent or two who might need a helping hand nearby. The unit could also be leased to unrelated individuals or newly established families, which would provide the dual benefit of providing affordable housing to the ADU occupant and supplemental rental income to the owner. Supplemental income could offset the high cost of a home mortgage, utilities, and real estate taxes. Finally, leasing an ADU to a young person or family can provide an elderly home owner with a sense of security and an opportunity to exchange needed work around the house and yard for a discount on rent.

Despite the benefits, some communities resist allowing ADUs, or allow them only after time-consuming and costly review procedures and requirements. Public resistance to ADUs usually takes the form of a perceived concern that they might transform the character of the neighborhood, increase density, add to traffic, make parking on the street more difficult, increase school enrollment, and put additional pressure on fire and police service, parks, or water and wastewater. However, communities that have allowed ADUs find that these perceived fears are mostly unfounded or overstated when ADUs are actually built.

ADUs are a particularly desirable option for many communities today considering the current economic climate, changes in household size, increasing numbers of aging baby boomers, and the shortage of affordable housing choices. They provide a low-impact way for a community to expand its range of housing choices.

LOCALITIES AND STATES GET INTO THE ACT

Towns, cities, and counties across the country have done the right thing by proactively amending local zoning ordinances to allow ADUs. This is typically done either as a matter of right or as a special or conditional use. In either case, reasonable conditions may be imposed. Some states, including California, have enacted legislation that limits the ability of localities to zone out ADUs.

In 2001 AARP retained APA's Research Department to write a guidance report for citizens interested in convincing local and state officials of the benefits of allowing ADUs and showing them how to do it. *Entitled Accessory Dwelling Units: Model State Act and Model Local Ordinance*, the monograph provides alternative statute and ordinance language useful to implementing all forms of ADUs.

The *Model Local Ordinance* suggests recommendations for communities. Additionally, the intent of the ordinance describes the permitting process for eligibility and approval, and further outlines standards for ADU approval pertaining to lot size, occupancy, building standards, parking and traffic, public health, and how to deal with nonconforming ADUs. The *Model State Act* provides findings and policies encouraging the approval of ADUs and names local governments as the entities entitled to authorize

"Towns, cities, and
counties across the
country have done
the right thing by
proactively
amending local
zoning ordinances
to allow ADUs."



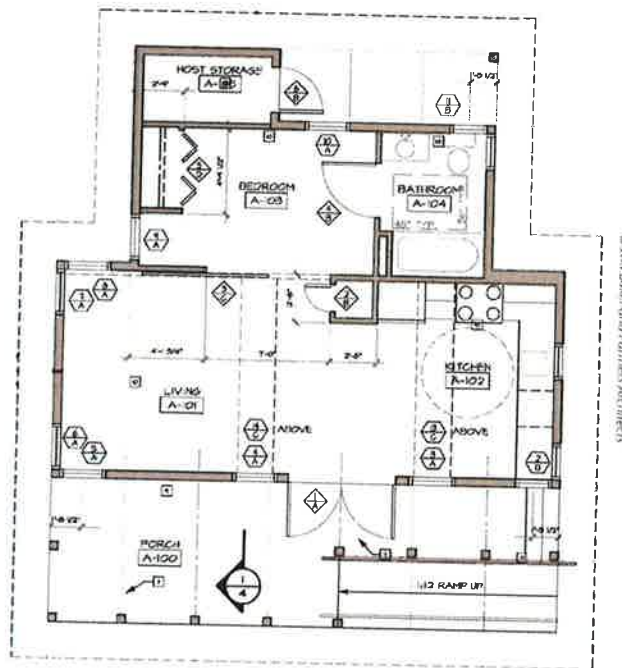
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adoption of an ADU statute. It specifies the limits to which local governments may prohibit ADUs and outlines default permitting provisions if a locality does not adopt an ADU ordinance. It details optional approaches for adopting ADU ordinances, certifying local ADU ordinances, gathering data on ADU efforts, preparing reports and recommendations, and forming a statewide board overseeing ADUs.

WHAT ISSUES ARISE WHEN A PROPOSED ADU ORDINANCE IS CONSIDERED?

ADU ordinances offer a variety of benefits to local communities but the road to implementation may not be an easy process. While ADUs are more widely accepted now than in years past, skeptics still remain and some still oppose ADU zoning. The following describes some issues or decision points that communities must address in order to successfully navigate the perilous waters of public acceptance. The approach that is right for your city or town will be unique, based on local physical, political, social, and economic conditions.



Single story ADU floor plan.

David Sobel and Partners Architects

By-right Permitting. Should permits for ADUs be issued as a matter of right (with clear standards built into the ordinance) or should they be allowed by discretion as a special or conditional use after a public hearing?

Occupancy. Should ordinance language allow an ADU only on the condition that the owner of the property lives in one of the units?

Form of Ownership. Should the ordinance prohibit converting the ADU unit into a condominium?

Preexisting, nonconforming ADUs. How should the ordinance treat grandfathered ADUs? How do you treat illegal apartments that want to apply for an ADU permit?

Unit Size: Should the ordinance limit the square footage of the ADU to assure that the unit is truly accessory to the principal dwelling on the property?

Adequacy of Water and Sewer Services. How do you guarantee there is enough capacity in sewer lines, pumping stations, and treatment facilities to accommodate ADUs?

These are not easy issues. However, communities would do well to seriously consider adopting an approach that: allows ADUs by right with clear written conditions; does not require owner occupancy; prohibits condominium ownership on the basis that a condo could not be considered accessory; provides a simple procedure for legalizing preexisting or formerly illegal apartments provided the unit is inspected; provides a generous size standard; and provides a water and sewer adequacy standard. □

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For more information on this topic visit www.planning.org.

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QUICKNOTES

3. Case Law

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