



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, February 28, 2022 – 8:00 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.

Administration – 9 a.m.

1. Calendar/Correspondence
2. Presentation and request a letter of support for Daughters of the American Revolution
Presentation 
3. Contract amendment A with Salish Behavioral Health Administrative Services Organization for prohibited uses of funding
Contract amendment 
4. Letter to four regional tribes requesting input for the new Joint Public Safety Facility
Letter 

Public Works

5. Agreement with Washington State Department of Ecology for furthering management of solid waste (2e)*
Agreement 
6. Resolution to initiate a county road project as designated as CRP C1259, Traffic Control Devices (3a)*

Resolution 

7. Request for temporary easement from Washington State Department of Transportation to remove a fish passage barrier

Temporary Easement 

Board of Commissioners

8. Resolution reappointing Steven Kernes to the Civil Service Commission

Resolution 

9. Resolution appointing Matthew Peloquin to the Lodging Tax Advisory Committee

Resolution 

10. Resolution appointing Roberta Stoneman to the Noxious Weed Control Board

Resolution 

11. Resolution appointing Kristine Johnson to the Behavioral Health Advisory Board

Resolution 

12. Discussion on Clallam County Housing Solutions Committee and proposed members

Discussion 

Budget

13. Agreement with North Olympic Peninsula Resource Conservation & Development Council for broadband expansion planning

Agreement 

General Discussion/Items for Future Agendas

- a. National Park update (March 7 at 10:30 a.m.)
- b. Continued Work Session – Topic TBD (March 14 at 1 p.m.)
- c. Department of Natural Resources joint meeting (March 21 at 1 p.m.)
- d. Continued Work Session – Topic TBD (April 11 at 1 p.m.)
- e. Joint Meeting with the Port of Port Angeles (April 25 at 11 a.m. at Port)

EXECUTIVE SESSION

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

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



AGENDA ITEM SUMMARY

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

2
2/28/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 2-28-22

REGULAR AGENDA ☒ Meeting Date: 3-8-22

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Michael Trebert DAR will provide a presentation regarding the Regent Michael Trebert Chapter. Requesting a letter of support – Endorsement for Local Chapter, Michael Trebert, Daughters of the American Revolution 3-year Conservation project, the American Elm Heritage Project in Clallam County.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Presentation and request a letter of support.

County Official signature & print name:  Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Michael Trebert DAR and Judy Tordini with the Regent Michael Trebert Chapter

Relevant Departments: Board of Commissioners

Date submitted: 2-22-22

* 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)



Denise Doring VanBuren
President General
DAR National Headquarters
1776 D Street NW
Washington, DC 20006
(202) 628-1776

DAR Facts

The Daughters of the American Revolution is a nonprofit, nonpolitical volunteer women's service organization dedicated to promoting historic preservation, education and patriotism.

Founded: October 11, 1890; incorporated in 1896 by an Act of Congress

Mission: To promote historic preservation, education and patriotism

Motto: God, Home and Country

Membership: - 190,000 members
- 3,000 chapters in all 50 states and Washington, D.C.
- International chapters in Australia, Austria, The Bahamas, Bermuda, Canada, France, Germany, Guam, Italy, Japan, Mexico, Spain, United Kingdom
- Close to 1 million women have joined the DAR since it was founded.

Management: Policy for the Society is made by the National Board of Management composed of the President General, 11 Executive Officers, 21 Vice Presidents General and 53 State Regents. The National Board of Management meets six times a year at DAR Headquarters in Washington, D.C.

Continental Congress: The DAR annual national meeting is named after the original Continental Congress that governed the American Colonies. DAR Continental Congress attracts more than 3,500 members to Washington, D.C., each summer.

Become a Member

Eligibility for Membership: Any woman 18 years or older, regardless of race, religion or ethnic background, who can prove lineal descent from a patriot of the American Revolution is eligible.

Ways to learn more about DAR membership: - Visit the DAR Website (www.dar.org) to read about steps to membership and to fill out a prospective membership form
- Talk to local DAR chapter members in your area
- E-mail inquiries to membership@dar.org
- Call a membership representative at National Headquarters at (202) 879-3224

National Headquarters

Buildings: The DAR Headquarters complex occupies an entire city block near the White House and includes three adjoining buildings, two of which are Registered National Historic Landmarks*:

- Memorial Continental Hall* (1905)
- Constitution Hall* (1929)
- Administration Building (1920, 1950)

Hours: Open to the public:
Monday—Friday 8:30 a.m. to 4:00 p.m.
and Saturday 9:00 a.m. to 5:00 p.m.

DAR Library: One of the largest genealogical research centers in the United States. A specialized collection of American genealogical and historical manuscripts and publications.

DAR Museum: 31 Period Rooms as well as permanent and changing exhibitions showcase American furnishings and decorative arts prior to 1830. Accredited by the American Alliance of Museums.

Americana Room: Collection of early American manuscripts and imprints, including signatures of all of the Signers of the Declaration of Independence. The unique collection is available for viewing and research.

DAR Publications and Resources

For more information, pricing or to order these materials, call DAR Headquarters.

- America's Women in the Revolutionary Era, 1760-1790: A Bibliographic Guide
- American Treasure: The Enduring Spirit of the DAR
- American Spirit magazine and Daughters newsletter
- DAR Members' Website (www.dar.org/members)
- DAR Public Website (www.dar.org)
- Forgotten Patriots: African American and American Indian Patriots in the Revolutionary War
- Genealogical Research System (www.dar.org/grs)
- My Father Was a Soldier: The Real Daughters of the American Revolution
- Revolutionary War Source Guides
- The Wide Blue Sash

For more information about DAR, visit www.dar.org or call (202) 628-1776.

DAR Committees

Most of the volunteer work of DAR is accomplished under a committee system comprised of national chairs appointed by the President General and locally appointed state and chapter chairs. The national chairs direct, supervise and promote the activities of their committees with the assistance of national vice chairs.

DAR committees promoting the mission of the Society include (but are not limited to):

Historic Preservation

- American Heritage:** Promotes the preservation of American cultural traditions, crafts and music.
- Genealogical Records:** More than 18,000 volumes of unpublished source records have been copied and bound for the DAR Library.
- Historic Preservation:** Oversees awarding of the Historic Preservation Medal and supervises the Historic Preservation Project Contest; documents historic site preservation and research.
- Lineage Research:** Those knowledgeable in genealogy assist prospective members and hold workshops.
- President General's Project:** "DAR Constitution Hall: The Next Act" is a historic renovation project to restore and enhance the DAR's National Historical Landmark building, Constitution Hall.
- DAR Library:** Repository for electronic genealogical resources and microforms of state records not found in other local research centers.

Education

- American History:** Sponsors American History essay contests for students in fifth through eighth grades, including homeschooled children.
- American Indians:** DAR has assisted American Indians with financial and scholarship aid since 1936.
- Community Classroom:** Seeks to encourage volunteers to provide additional support to children in classrooms and schools in their communities by providing time and financial support.
- DAR Good Citizens:** Promotes dependability, service, leadership and patriotism among high-school seniors by presenting national and state awards.
- DAR Scholarship:** Thousands of dollars are awarded through NSDAR American history, political science, history, government, historic preservation, economics, music, nursing, medical and occupational therapy scholarships annually.
- DAR School:** Support given to Kate Duncan Smith DAR School, AL; Berry College, GA; Crossnore Communities for Children, NC; Hillside School, MA; Hindman Settlement School, KY.
- Junior American Citizens:** Citizenship training program for boys and girls, kindergarten through high school. JAC Clubs are available to parochial, private, public and homeschooled students.
- Literacy Promotion:** Promotes adult literacy and involvement in literacy programs.

Patriotism

- Service to America:** A challenge issued to all DAR members to invest in community service as a way to give back to our communities.
- Community Service Awards:** Medals given to recognize local citizens for outstanding achievements in cultural, educational, humanitarian, patriotic and citizenship work in their communities.
- Constitution Week:** DAR sponsors special programs during the week of September 17–23 to raise awareness about the United States Constitution. This official weeklong celebration of the Constitution was initiated by the DAR in 1955 and adopted by the U.S. Congress in 1956.
- DAR Service for Veterans:** As a member of the National Veterans Administration Voluntary Service Advisory Committee, DAR has representatives in Veterans Administration (VA) Medical Centers. DAR members volunteer in VA facilities and in state- and community-based programs, donating gifts, cash, personal care items, cancelled postage stamps and thousands of hours of time in service to America's veterans.
- The Flag of the United States of America:** Thousands of flags, flag codes, certificates and other patriotic materials are distributed annually.
- National Defense:** Youth Citizenship Awards are presented to elementary through high-school students. Gold and bronze ROTC medals are presented to outstanding high-school and college cadets.
- DAR Project Patriot:** Provides support to America's service personnel in current conflicts abroad.

For more information about DAR, visit www.dar.org or call (202) 628-1776

THREE MISSION PILLARS OF NSDAR

How Michael Trebert Chapter Service PROGRAMS met the pillars locally: May 2021-2022.

HISTORIC PRESERVATION/CONSERVATION	EDUCATION	PATRIOTISM
Local Community Charitable Contribution to Preservationists for MOH Marvin Shields repair & Eagle Scout Restoration of 1901 Blue Mountain Schoolhouse.	Local Community Charitable Contribution to George Washington Speaks non-profit for teaching children US History, Sequim.	Local Community Charitable Contribution To Sarges Place, Forks
1). Promote US Constitution Week through JAC a). KSQM Sequim Radio: JAC Chair b). Proclamations from City of Port Angeles and City of Sequim.	George Washington Recognition - Awards Tea. (2-17-21) Five National Awards distribute: US History; The Flag of the United States; NJROTC; Print Media Industry; Radio Media Industry.	Flag Presence: Port Angeles: Honored IGS business in PA for flag etiquette 2/17/21 Port Angeles Estuary Flag Raising 5-30-21 Sequim: Flag Day Ceremony-06-14-21 Port Angeles Estuary Nov. 2021. Sequim: Place flags on Veterans markers: Memorial Day & WAA Day. Sequim: Veterans Day 11/11/21 Sequim: Wreaths Across America Ceremony 12/19/21 Port Angeles: Monthly Bell Ringing
2). Preserve & clean Grave Tombstones/DAR Markers x 10 = 270 markers. 4/17/21: PA Estuary DAR rock and bronze plaque 5/15/21: Dungeness Cemetery 6/19/21: Gardiner Community Cemetery 7/6/21: Tillicum Park Veterans Monument, Forks 7/17/21: Zaccardo Family Cemetery 8/21/21: Sequim View Cemetery 9/18/21: Pioneer Park 9/25/21: Blue Mountain Cemetery 10/2/21: Pioneer Park Restoration 10/11/21: Sequim View Cemetery	Year 1: Pillar Program Junior American Citizens. Met Sept '21-May '22. 3/29/21: Vietnam War Commemorative Ceremony 6/14/21: Sequim Flag Day 11/11/21: Sequim Community Veterans Day 1/20/22: Purple Heart Ceremony	2). Patriot Project: (Support Active Duty Military). a). Provide new Sports Balls for Joint-Base Lewis McCord for Christmas. b). Clip coupons for deployed bases. c). Care packages for deployed soldiers.
3). NSDAR Conservation Recognition Medal Award Ceremony: <u>Dungeness River Audubon Center</u> ; Sequim May 2021	Northwest Colonial Festival – Children's Village activities – August 2021	3). Port Angeles High School Bronze ROTC Award .
5). Year 1: Pillar Program American Elm Heritage Restoration Project.		4). Veterans: a). place flags on Veterans Graves for Memorial Day a). Sequim Veterans Day Ceremony b). Vietnam War Veterans Ceremony 2x/year (March & Sept) c). Recognize WWII Veterans w 75 th Anniversary Certificate
6). Recycle 100% of 974 Live Veterans balsam Remembrance Wreaths locally.		5). Sarges Place, Forks: (serving homeless Vets Clallam & Jefferson Co). Collect individual hygiene products. Financial cash support.
		6). Year 2: Pillar Program Wreaths Across America: DECEMBER 19, 2021 - 974 live balsam Veterans Remembrance Wreaths placed at: Gardiner, Jamestown-S'Klallam Tribal Cemetery; Dungeness, Sequim View Cemetery, Blue Mountain, Zaccardo.

The American Elm Heritage Project
April 2021-2022

Focus:

Community
Involvement

American
History

Forest
Science

Tree Planting
Workshops

Partnerships

Local historians, foresters and other Project partners will present educational programs and workshops throughout the year. The programs will blend the history of American Independence and American elm restoration. Participants will learn how to plant and care for trees and take part in the commemoration ceremonies on Arbor Day, April 29, 2022.



The National Society Daughters of the American Revolution was founded on October 11, 1890, during a time that was marked by a revival in patriotism and intense interest in the beginnings of the United States of America.

Women felt the desire to express their patriotic feelings and were frustrated by their exclusion from men's organizations formed to perpetuate the memory of ancestors who fought to make this country free and independent. As a result, a group of pioneering women in the nation's capital formed their own organization and the Daughters of the American Revolution has carried the torch of patriotism ever since.

The objectives laid forth in the first meeting of the DAR have remained the same in 125 years of active service to the nation. Those objectives are: **Historical** - to perpetuate the memory and spirit of the men and women who achieved American Independence; **Educational** - to carry out the injunction of Washington in his farewell address to the American people, "to promote, as an object of primary importance, institutions for the general diffusion of knowledge, thus developing an enlightened public opinion..."; and **Patriotic** - to cherish, maintain, and extend the institutions of American freedom, to foster true patriotism and love of country, and to aid in securing for mankind all the blessings of liberty.

American Elm Heritage Project

MICHAEL TREBERT CHAPTER DAUGHTERS OF THE AMERICAN REVOLUTION



Re-establishing the American Elm
On the Olympic Peninsula
To Commemorate the 250 Year
Anniversary of Our
Nation's Independence



Michael Trebert Chapter
Daughters of the
American Revolution
P.O. Box 1917
Port Angeles, WA 98362
Non-Profit Organization



Join Us

Become an American Elm Heritage Project Partner and help create a great legacy in your community! Contribute your skills to a variety of volunteer opportunities with teams in Port Angeles, Sequim and Forks, Washington. To donate a service or materials, or ask how you can help please contact us at 1-360-640-2346.

Volunteer Opportunities

Education and Outreach
Fundraising
Event Planning
Communications
Event Entertainment
Meeting Hosts

Contributions

 Skills - Musicians, Artists, Actors, Teachers, Photographers, Historians, Speakers, Veterans, Civic Organizers
 Services - Construction, Video Production, Printing, Landscaping, Catering, Media, Seedling Nursery Storage
 Materials - Lumber, Fencing, Seedlings

Gifts

Consider donating to the American Elm Heritage Project. Checks may be made out to The Michael Trebert Chapter, DAR, a 501 3(c) Non-profit Organization - EIN ID#: 91-605-3097.

Mail your donation to:

P.O. Box 1917
Port Angeles, Washington 98362

Leaving An 'Eco' Legacy

The planting of commemorative trees is a time-honored tradition, but a huge milestone like the 250th anniversary deserves more than just one tree. The Michael Trebert Chapter of the Daughters of the American Revolution can take the lead and help communities of the Olympic Peninsula to not only restore a species, the American elm, but leave a legacy in the process. Restoring elm shaded streets (just as they were some years ago) is a great way to mark the anniversary and a civic improvement project everybody can get behind.

The American Elm Heritage Project celebrates the upcoming 250th year of our Nation's independence by planting Dutch elm disease-resistant American elm trees on Arbor Day, April 29, 2022 at three sites on the Olympic Peninsula in the communities of Port Angeles, Sequim and Forks, Wash. Each site will be planted with bare-root tree seedlings or saplings (clone descendants of a famous elm named "Herbie" established in Yarmouth, Maine the time of the American Revolution) along with an interpretive sign that describes the significance of the Revolution and the biological importance of reestablishing American elms across the nation.

As the trees grow, they provide excellent shade, shelter from wind and nesting habitat.

Bringing "Herbie" Back to Elm Street

"Herbie," Yarmouth, Maine's famous elm tree, made international headlines when he was cut down. Planted in the 1770s, Herbie, at 110 feet in height, towered over the town of Yarmouth. His trunk measured over 20 feet in circumference. It took five people to hug him. Named by children who walked beneath his boughs on the way to school, Herbie could be seen rising above the treeline from miles away. For two centuries, he survived hurricanes and repeated infections of Dutch elm disease, the deadly fungus that wiped out over a million of America's favorite shade trees in the 1930s. Finally, weakened with storm damage, the 200+ year old Herbie became a liability and in 2010 was taken down.



As a Junior American Citizen, I will:

- Show Courtesy and Respect for others;
- Be a Team Player – in my family and home, at school, and in my community;
- Take care of myself by making healthy choices in the food I eat and by getting exercise;
- Learn about American History and the fundamental principles upon which our nation was founded;
- Respect the Flag of the United States of America;
- Promote Patriotism;
- Listen to the ideas of others and learn to express my own ideas, realizing that sometimes we won't agree, but I will look for common ground;
- Find an occupation that is best for me, and learn to do it honestly and well;
- Do my best to make the right choices and strengthen my character;
- When I am old enough to vote, exercise that right and privilege by being informed of the issues and carefully choosing leaders who will represent "we the people" and our American principles;

**America depends upon her citizens; every day I will
strive to be a Good Junior American Citizen.**

This year in Junior American Citizens we have been inspired by

George Washington (Vern Frykholm) who spoke of becoming an American citizen, and of his participation in creating a new form of government.

Susan Sorenson USAF, Kathy Dobbins US Army, and Janet Zimmerman US Army. Veterans who shared some of their military experiences and how it influenced career choices.

Amanda Kiddle, an immigrant who chose to become an American citizen.

Joey Lazzaro, USAF Col. Ret. who served on the ground team for nine of the Apollo missions.

...and our Michael Trebert Chapter JAC committee members, several of whom are retired educators, all of whom love our American history and the rising generation

As the children learned about:

The Junior American Citizens Values

The Constitution, and Declaration of Independence

Respecting and handling our American flag properly

Naturalization

The Presidents whose birthdays we honor each February

Columbus Day, and many other National Holidays and historic days

...and they will learn about Space Force, the newest branch of the military, in our upcoming meeting with Col. Lazzaro

The children have led the Pledge of Allegiance at

KSQM's Patriot's Day Community celebration

Vietnam 50th Anniversary Commemorative ceremony

Veterans Day ceremony

Wreaths Across America ceremony

Purple Heart ceremony

To learn more about Junior American Citizens clubs please contact

Marianne Burton or Judy Tordini, Co-chairs

mtc1918jac@gmail.com



**REMEMBER the Fallen... HONOR
those who Serve...**

**TEACH our children
the value of Freedom.**

Support Michael Trebert DAR Chapter by sponsoring a \$15.00 live Balsam Remembrance Veteran Wreath. (Sponsor 2 Wreaths and get a third wreath free to place locally @ Clallam County WAA website: www.wreathscrossamerica.org/WA0153.)



Michael Trebert, local Chapter of Daughters of the American Revolution, is fundraising to sponsor ~3000 wreaths for 9 CLALLAM COUNTY Cemeteries: Mt. Angeles, Blue Mountain, Dungeness, Forks, Gardiner, Jamestown S'Klallam, Sequim View, and Zaccardo.



****ONE Clallam County Patriotic Ceremony on
Saturday, Dec. 17, 2022 at Mt. Angeles Cemetery @ 11am.
Immediately after the ceremony, volunteers (families encouraged)
will place the wreaths on Veterans Graves.**

**Cash or check accepted: Michael Trebert Chapter DAR;
PO Box 1917, Port Angeles, WA 98362**

**100% of the Balsam Wreaths will be recycled 2-3 weeks later.
The date is weather dependant, please email questions
Or sign-up to volunteer @ mtcwreaths@gmail.com or Clallam
County Wreaths Across America Face book Page.**



Daughters of the
American Revolution



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

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@co.clallam.wa.us

RICH SILL, County Administrator

March 8, 2022

Weyerhaeuser Giving Fund
MaryCatherine.McAleer@weyerhaeuser.com

Re: Endorsement for Local Chapter, Michael Trebert, Daughters of the American Revolution 3-year Conservation project, the American Elm Heritage Project in Clallam County.

Dear Weyerhaeuser Giving Fund:

The Clallam County Board of Commissioners are writing regarding a county-wide conservation project, American Elm Heritage Project in Clallam County, Washington State.

The Michael Trebert Chapter of the Daughters of the American Revolution is taking the lead and helping our county on the North Olympic Peninsula to not only restore a species, the American Elm, but leave a legacy in the process. The Project combines community, and youth involvement, American History, tree planting workshops, forest science and partnerships. Local historians, foresters, and other project partners are presenting programs and workshops throughout the year. As the trees grow, they will provide excellent shade, shelter from wind, and nesting habitat.

The county-wide natural resources include an investment for protection, conservation and restoration of natural resources, habitats, & restoration. The initiative is directly related to the sustainability and importance of working forests and the products and services they provide for people and the planet. Priorities include sustainability issues related to forestry, sustainable forest products, and improving "eco" legacies.

The Clallam County Commissioners support this project of commemorative tree planting and provide this letter of endorsement to encourage public and private funding initiatives for this comprehensive conservation project county-wide.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach



AGENDA ITEM SUMMARY

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

3
2/28/22

Department: **Juvenile Services**

WORK SESSION ☒ Meeting Date: **02/28/2022**

REGULAR AGENDA ☒ Meeting Date: **03/08/2022**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 851.22.002-A | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This is a Contract Amendment between Salish Behavioral Health Administrative Services Organization (SBHASO) and Clallam County Juvenile & Family Services True Star Behavioral Health Services. Language added in Section 6; referencing prohibited uses of funding.

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

NA

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

County Official signature & print name:

Jody Jacobson Jody Jacobson

Name of Employee/Stakeholder attending meeting:

Cindy Hanson

Relevant Departments: _____

Date submitted: 02/23/2022

* Work Session/Reg Meeting - Submit 2 single sided/not stapled copies + 2 AIS and 3 originals (stapled) + AIS
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

CONTRACT AMENDMENT A

This CONTRACT AMENDMENT is made and entered into between SALISH BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, through Kitsap County, as its administrative entity, a political subdivision of the State of Washington, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "SBHASO", and True Star Behavioral Health Services, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-486-20, and executed on January 11, 2021, shall be amended as follows:

1. **Page 1: Contract Term** is amended as follows:

January 1, 2021 – December 31, 2022.

2. **Page 1: Amount** is amended as follows:

\$76,972.20

3. **Attachment A: Special Terms and Conditions** is amended as follows:

The following term is added as to Section 6. Federal Block Grant:

f. FBG funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. FBG funds also cannot be provided to any individual or organization that permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a), 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under the Federal Drug Administration (FDA)-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned substance under federal law.

4. **Attachment C: Budget** is deleted entirely and replaced as attached.
5. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:

Program Lead, Salish Behavioral Health Administrative Services Organization
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366

Upon receipt, the Human Services Department will ensure the submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

6. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This amendment shall be effective January 1, 2022.

Dated this ____ day of _____, 2022.

**SALISH BEHAVIORAL HEALTH
ADMINISTRATIVE SERVICES
ORGANIZATION, By
KITSAP COUNTY BOARD OF
COMMISSIONERS, Its Administrative
Entity**

Edward E. Wolfe, Chair

Charlotte Garrido, Commissioner

Robert Gelder, Commissioner

DATE _____

ATTEST _____

Dana Daniels, Clerk of the Board

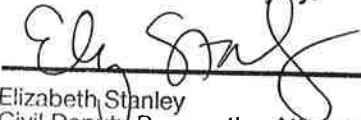
**CONTRACTOR:
True Star Behavioral Health
Services**

Mark Ozias, Chair
Clallam County Board of
Commissioners

I attest that I have the authority to sign
this contract on behalf of True Star
Behavioral Health Services.

DATE _____

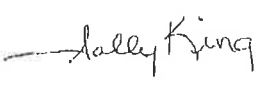
Approved as to form only by:



Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

ATTACHMENT C: BUDGET/RATE SHEET

Budget Summary			
Contractor: True Star Behavioral Health			
Contract No:	KC-486-20		
Contract Period:	01/01/21 - 12/31/22		
Expenditure	Previous	Changes this Contract	Current
Period 1: 01/01/21 - 12/31/21			
CJTA	35,061.00	0.00	35,061.00
SUD Youth Services and Supports (DMA)	6,850.00		6,850.00
Period 1 Budget Total	41,911.00	0.00	41,911.00
Period 2: 01/01/22 - 12/31/22			
CJTA	0.00	35,061.20	35,061.20
Period 2 Budget Total	0.00	35,061.20	35,061.20
Contract Total	41,911.00	35,061.20	76,972.20

CERTIFICATE OF MEMBERSHIP IN THE WASHINGTON COUNTIES RISK POOL	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE JOINT SELF-INSURANCE LIABILITY COVERAGE AFFORDED BY THE WASHINGTON COUNTIES RISK POOL.	
MEMBER COUNTY: Clallam County, Washington Attn: Tom Reyes, Risk Manager 223 East Fourth St, Suite 16 Port Angeles, WA 98362	Liability Coverage Afforded by the: Washington Counties Risk Pool 2558 R W Johnson Rd SW, Suite 106 Enumclaw, WA 98512-6103
Clallam County (the "County") is a member of the Washington Counties Risk Pool (the "Pool"), as authorized by RCW 48.62.031, and the County is covered by the Pool's Joint Self-Insurance Liability Program. The Pool's Joint Self-Insurance Liability Program was created by interlocal cooperative agreement amongst the Pool's member counties to share risks by "jointly, self-insuring" certain third-party liabilities. The Pool is NOT an insurance company. Claims that are covered under a Memorandum of Liability Coverage ("MLC") from the Pool and were submitted under Chapter 4.96 RCW (" <i>Actions against political subdivisions, municipal and quasi-municipal corporations</i> ") against the County, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of an agreement/contract which the County and/or its officers, employees or volunteers are found to be liable for will be paid by the Pool and/or the County.	
MLC NUMBER: MLC EFFECTIVE DATE: MLC EXPIRATION DATE: LIMITS OF LIABILITY EACH OCCURRENCE BI AND PD COMBINED:	20212022RISKPOOL-CL.CO October 1, 2021 October 1, 2022 \$10,000,000
TYPES OF LIABILITY COVERAGE AFFORDED: <u>General Liability</u> Including: Bodily Injury Personal Injury Property Damage Errors and Omissions/Professional Advertising Injury <u>Automobile Liability</u>	
DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE	CANCELLATION
Requested by: Health & Human Services, Juvenile, and Public Works Department Various contracts to provide services During the MLC Period 10/1/21 - 10/1/22	SHOULD THE ABOVE DESCRIBED MLC BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO PROVIDE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY OF ANY KIND UPON THE ISSUER OR ITS AGENTS OR REPRESENTATIVES.
CERTIFICATE HOLDER:	ISSUE DATE:
Sallish Behavioral Health Administrative Services Organization (SBHASO) Kitsap County 614 Division St, MS-23 Port Orchard WA 98366	September 7, 2021  Claims Specialist

No Results were found for

- True Star Behavioral Health Services



[Search Again](#)

Search conducted 12/1/2021 7:56:58 PM EST on OIG LEIE Exclusions database.
Source data updated on 11/9/2021 8:00:00 AM EST

Sheriff's Office

4
2/28/22



AGENDA ITEM SUMMARY

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

Department: Sheriff

WORK SESSION x Meeting Date: 2/28/22

REGULAR AGENDA ☒ 3/8/22

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 | x Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Attached are letters to four regional tribes advising of the anticipated properties selected as possible sites for the new Joint Public Safety Facility (New EOC and PENCOM) near the airport. This is required and appropriate dialogue seeking the input of these tribes to help identify culturally sensitive concerns that may affect the site selection, and which we should be made aware of prior to construction commencing.

We also invite any additional input the tribes may have.

Budgetary impact:

None

Recommended action:

Board signatures on the letters for mailing.

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

Name of Employee/Stakeholder attending meeting: Undersheriff Ron Cameron

Relevant Departments: Sheriff

W.L. Benedict

Date submitted: 2/23/22

* 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)



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

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@co.clallam.wa.us

RICH SILL, County Administrator

File: A72

23 February 2022

The Honorable Ron Allen
Chair
Jamestown S'Klallam Tribe
1033 Old Blyn Highway
Sequim WA 98382

Re: Clallam County and City of Port Angeles Joint Public Safety Facility

Dear Chairperson Allen:

Clallam County, Washington and the City of Port Angeles, Washington, are jointly seeking to address an identified public health and safety need in our jurisdictions. The County and the City are proposing to jointly design and construct a new "Joint Public Safety Facility" (JPSF) near Fairchild International Airport. The JPSF will provide adequate space and a seismically stable environment for the operations of the Emergency Management Division of the Clallam County Sheriff's Office and the County wide 911 Emergency telecommunications and dispatch center known as PenCom.

The County and the City would like to initiate government-to-government consultation with Jamestown S'Klallam Tribe in order to hear tribal input into this important community project, and help mitigate potential impacts on cultural and historic resources. Among other things, we would like this consultation to address cultural and historic resource issues as required by Washington State Governor's Office Executive Order 21-02.¹

While the County and City have determined that the optimal location for the proposed JPSF is likely to be in Port Angeles on the northern side of, and immediately adjacent to Fairchild International Airport, environmental and geotechnical evaluations are ongoing and a final location has not yet been selected. The enclosed documents identify the potential location of the primary and alternate site currently under review, and which together comprise the Area of Potential Effects (APE) on which your comments are invited.

Your assistance in identifying historic properties, including Traditional Cultural Properties that may exist within the project's APE, in addition to potential impacts of the proposed project, will be deeply appreciated.

¹ At this time, the County and the City do not anticipate that federal level review of this undertaking pursuant to Section 106 of the National Historic Preservation Act, or the National Environmental Policy Act will be required. Should the circumstances change, notice will be given to affected tribal nations and an additional request for consultation will be made.

We are also inviting comments regarding any other tribal recommendations or concerns the proposed project may raise.

If possible, we would like to receive your written thoughts and responses to this letter by April 15, 2022 so that we may discuss this undertaking and any identified areas of interest or concern with you as soon as possible. Should you have any questions about this project, you may contact us at 360-417-2233, Director of Emergency Management, Undersheriff Cameron at 360-417-2459, or the JPSF Project Manager, Dale Jackson at 509-948-5540.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

Enclosure

cc: Allie R. Taylor, Tribal Historic Preservation Officer
William Benedict, Clallam Co. Sheriff
William Bloor, City of Port Angeles
Dee Boughton, Clallam County Prosecutors Office
Dale Jackson, JPSF Project Manager
Richard Sill, Clallam County
Nathan West, City of Port Angeles

NOTE: This cover letter along with the 4 page supporting document should be sent to the chairperson and cultural resource point of contact for the tribal nations identified in the table on the follow page.



Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@co.clallam.wa.us

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

RICH STILL, County Administrator

File: A72

23 February 2022

The Honorable Leonard Forsman
Chair
Suquamish Tribe
P.O. Box 498
Suquamish WA 98392-0498

Re: Clallam County and City of Port Angeles Joint Public Safety Facility

Dear Chairperson Forsman:

Clallam County, Washington and the City of Port Angeles, Washington, are jointly seeking to address an identified public health and safety need in our jurisdictions. The County and the City are proposing to jointly design and construct a new "Joint Public Safety Facility" (JPSF) near Fairchild International Airport. The JPSF will provide adequate space and a seismically stable environment for the operations of the Emergency Management Division of the Clallam County Sheriff's Office and the County wide 911 Emergency telecommunications and dispatch center known as PenCom.

The County and the City would like to initiate government-to-government consultation with Suquamish Tribe in order to hear tribal input into this important community project, and help mitigate potential impacts on cultural and historic resources. Among other things, we would like this consultation to address cultural and historic resource issues as required by Washington State Governor's Office Executive Order 21-02.¹

While the County and City have determined that the optimal location for the proposed JPSF is likely to be in Port Angeles on the northern side of, and immediately adjacent to Fairchild International Airport, environmental and geotechnical evaluations are ongoing and a final location has not yet been selected. The enclosed documents identify the potential location of the primary and alternate site currently under review, and which together comprise the Area of Potential Effects (APE) on which your comments are invited.

Your assistance in identifying historic properties, including Traditional Cultural Properties that may exist within the project's APE, in addition to potential impacts of the proposed project, will be deeply appreciated.

¹ At this time, the County and the City do not anticipate that federal level review of this undertaking pursuant to Section 106 of the National Historic Preservation Act, or the National Environmental Policy Act will be required. Should the circumstances change, notice will be given to affected tribal nations and an additional request for consultation will be made.

We are also inviting comments regarding any other tribal recommendations or concerns the proposed project may raise.

If possible, we would like to receive your written thoughts and responses to this letter by April 15, 2022 so that we may discuss this undertaking and any identified areas of interest or concern with you as soon as possible. Should you have any questions about this project, you may contact me at 360-417-2233, Director of Emergency Management, Undersheriff Cameron at 360-417-2459, or the JPSF Project Manager, Dale Jackson on 509-948-5540.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

Enclosure

cc: Dennis Lewarch, Tribal Historic Preservation Officer
William Benedict, Clallam Co. Sheriff
William Bloor, City of Port Angeles
Dee Boughton, Clallam County Prosecutors Office
Dale Jackson, JPSF Project Manager
Richard Sill, Clallam County
Nathan West, City of Port Angeles

NOTE: This cover letter along with the 4 page supporting document should be sent to the chairperson and cultural resource point of contact for the tribal nations identified in the table on the follow page.



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

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@co.clallam.wa.us

RICH SILL, County Administrator

File: A72

23 February 2022

The Honorable Frances Charles
Chair
Lower Elwha Klallam Tribe
2851 Lower Elwha Rd.
Port Angeles WA 98363

Re: Clallam County and City of Port Angeles Joint Public Safety Facility

Dear Chairperson Charles:

Clallam County, Washington and the City of Port Angeles, Washington, are jointly seeking to address an identified public health and safety need in our jurisdictions. The County and the City are proposing to jointly design and construct a new "Joint Public Safety Facility" (JPSF) near Fairchild International Airport. The JPSF will provide adequate space and a seismically stable environment for the operations of the Emergency Management Division of the Clallam County Sheriff's Office and the County wide 911 Emergency telecommunications and dispatch center known as PenCom.

The County and the City would like to initiate government-to-government consultation with Lower Elwha Klallam Tribe in order to hear tribal input into this important community project, and help mitigate potential impacts on cultural and historic resources. Among other things, we would like this consultation to address cultural and historic resource issues as required by Washington State Governor's Office Executive Order 21-02.¹

While the County and City have determined that the optimal location for the proposed JPSF is likely to be in Port Angeles on the northern side of, and immediately adjacent to Fairchild International Airport, environmental and geotechnical evaluations are ongoing and a final location has not yet been selected. The enclosed documents identify the potential location of the primary and alternate site currently under review, and which together comprise the Area of Potential Effects (APE) on which your comments are invited.

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We are also inviting comments regarding any other tribal recommendations or concerns the proposed project may raise.

If possible, we would like to receive your written thoughts and responses to this letter by April 15, 2022 so that we may discuss this undertaking and any identified areas of interest or concern with you as soon as possible. Should you have any questions about this project, you may contact me at 360-417-2233, Director of Emergency Management, Undersheriff Cameron at 360-417-2459, or the JPSF Project Manager, Dale Jackson on 509-948-5540.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

Enclosure

cc: Bill White, Tribal Historic Preservation Officer/Cultural Resource Archaeologist
William Benedict, Clallam Co. Sheriff
William Bloor, City of Port Angeles
Dee Boughton, Clallam County Prosecutors Office
Dale Jackson, JPSF Project Manager
Richard Sill, Clallam County
Nathan West, City of Port Angeles

NOTE: This cover letter along with the 4 page supporting document should be sent to the chairperson and cultural resource point of contact for the tribal nations identified in the table on the follow page.



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

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@co.clallam.wa.us

RICH SILL, County Administrator

File: A72

23 February 2022

The Honorable Jeromy Sullivan
Chair
Port Gamble S'Klallam Tribe
P.O. Box 498
Suquamish WA 98392-0498

Re: Clallam County and City of Port Angeles Joint Public Safety Facility

Dear Chairperson Sullivan:

Clallam County, Washington and the City of Port Angeles, Washington, are jointly seeking to address an identified public health and safety need in our jurisdictions. The County and the City are proposing to jointly design and construct a new "Joint Public Safety Facility" (JPSF) near Fairchild International Airport. The JPSF will provide adequate space and a seismically stable environment for the operations of the Emergency Management Division of the Clallam County Sheriff's Office and the County wide 911 Emergency telecommunications and dispatch center known as PenCom.

The County and the City would like to initiate government-to-government consultation with Port Gamble S'Klallam Tribe in order to hear tribal input into this important community project, and help mitigate potential impacts on cultural and historic resources. Among other things, we would like this consultation to address cultural and historic resource issues as required by Washington State Governor's Office Executive Order 21-02.¹

While the County and City have determined that the optimal location for the proposed JPSF is likely to be in Port Angeles on the northern side of, and immediately adjacent to Fairchild International Airport, environmental and geotechnical evaluations are ongoing and a final location has not yet been selected. The enclosed documents identify the potential location of the primary and alternate site currently under review, and which together comprise the Area of Potential Effects (APE) on which your comments are invited.

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We are also inviting comments regarding any other tribal recommendations or concerns the proposed project may raise.

If possible, we would like to receive your written thoughts and responses to this letter by April 15, 2022 so that we may discuss this undertaking and any identified areas of interest or concern with you as soon as possible. Should you have any questions about this project, you may contact me at 360-417-2233, Director of Emergency Management, Undersheriff Cameron at 360-417-2459, or the JPSF Project Manager, Dale Jackson on 509-948-5540.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

Enclosure

cc: Stormy Purser, Tribal Historic Preservation Officer
William Benedict, Clallam Co. Sheriff
William Bloor, City of Port Angeles
Dee Boughton, Clallam County Prosecutors Office
Dale Jackson, JPSF Project Manager
Richard Sill, Clallam County
Nathan West, City of Port Angeles

NOTE: This cover letter along with the 4 page supporting document should be sent to the chairperson and cultural resource point of contact for the tribal nations identified in the table on the follow page.



AGENDA ITEM SUMMARY

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

Department: Public Works

5
2/28/22
2e

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
402-22-001
- ☐ 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



DEPARTMENT OF
ECOLOGY
State of Washington

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-ClacPW-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
Solid Waste Management
Program Manager

Date

Mark Ozias
Commissioner

Date

Template Approved to Form by
Attorney General's Office

Agreement No: SWMLSWFA-2021-ClacPW-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.	

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:

- 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.	

BUDGET

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)

LP
2/28/22
3a

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 | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ 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 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
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

2022 Agenda IS Initiate C1259 Traffic Control Devices
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

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, Clerk of the Board

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)

7
2/28/22

Department: Public Works/Road

WORK SESSION ☒ **Meeting Date:** 02/28/2022

REGULAR AGENDA ☒ **Meeting Date:** 03/08/2022

Required originals approved and attached? ☒

Will be provided on:

Item summary:

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

Executive summary:

WSDOT is asking for a temporary easement in the vicinity of Sequim Bay Lodge to remove a fish passage barrier in an upcoming project.

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?** ☐

WSDOT made an offer of \$6900.00 for this use of easement.

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

It is recommended that the Commissioners review, approve and sign the real property voucher, then authorize the Chair of the Board to sign the offer letter and temporary easement agreement.

County Official signature & print name: Joe Donisi, 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
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)



REAL PROPERTY VOUCHER

DEPARTMENT OF TRANSPORTATION Real Estate Services PO Box 47338 Olympia, WA 98504-7338		GRANTOR OR CLAIMANT (NAME & ADDRESS) Clallam County 223 E. 4TH ST. Port Angeles, WA 98362		SWV NO.: SW000020043	
PROJECT NO. 310198W					
RW PLAN TITLE SR 101, Discovery Creek - Remove Fish Barrier					
FEDERAL AID NO. N/A	PARCEL NO. 3-11006	WORK ORDER: RW5454	GROUP: 01	WORK OP: 0221	C.S.: 050100
		ORG NO.: 433101			
VOUCHER NO.:		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the State of Washington, that the same or any part thereof has not been paid, and that I am authorized to sign.			
AMOUNT:		SIGNATURE IN INK FOR EACH CLAIMANT:		DATED	
LAND	\$6,900.00	SIGNATURE:			
IMPROVEMENTS	\$0.00				
DAMAGES:		PRINT NAME:			
COST TO CURE:	\$0.00	SIGNATURE:		DATED	
PROXIMITY:	\$0.00				
OTHER:	\$0.00				
SPECIAL BENEFITS	\$0.00	PRINT NAME:			
REMAINDER	\$0.00	SIGNATURE:		DATED	
DEDUCTIONS:					
AMOUNT PREVIOUSLY PAID	\$0.00	PRINT NAME:			
PERFORMANCE BOND	\$0.00				
SALVAGE AMOUNT	\$0.00	SIGNATURE:		DATED	
PRE-PAID RENT	\$0.00				
OTHER	\$0.00				
ADMINISTRATIVE SETTLEMENT	\$0.00	PRINT NAME:			
STATUTORY EVALUATION ALLOWANCE	\$0.00	ACQUISITION AGENT:		DATE	
ESCROW FEE	\$0.00	BY:			
REAL ESTATE EXCISE TAX	\$0.00	AUTHORIZED SIGNATORY FOR WSDOT:		DATE	
OTHER:	\$0.00	BY:			
		TOTAL AMOUNT DUE:		\$6,900.00	



Olympic Region
7407 31st Ave NE, Lacey
P.O. Box 47440
Olympia, WA 98504-7440
360-357-2600 / Fax 360-357-2601
TTY: 1-800-833-6388
www.wsdot.wa.gov

February 10, 2022

Clallam County
Attn: Ross Tyler
223 East 4th Street, Suite 6
Port Angeles, WA 98362

Re: **US 101/Unnamed Tributary to Sequim Bay/Discover Creek - Remove Fish Barrier**
FA No.: N/A
Parcel Number: 3-11006

Dear Clallam County, Attn: Ross Tyler:

In our letter to you, dated December 17, 2021, the State of Washington, acting through its Department of Transportation (WSDOT), offered to purchase property and/or property rights owned by you and identified as parcel number 3-11006.

The administrative offer summary and project plans that was the basis for our offer to you has been revised because the county has requested that construction activities remain at a 10-foot minimum away from the Olympic Discovery Trail located in the Assessor's Tax Parcel Number: 033035510222. For that reason, we must withdraw our earlier offer and make you a new offer.

WSDOT has established an amount it believes is just compensation based on the market value estimated for your property. WSDOT's offer is as follows:

Temporary Easement	17,470 SF	\$4,200 (RD)
Plant Reestablishment & Stream Monitoring	17,470 SF	\$2,700 (RD)
Total Amount		<u>\$6,900</u>

In summary, our offer for this easement is \$6,900 for the temporary easement rights to occupy approximately 17,470 square feet of your land for the purpose outlined in the attached Temporary Easement document.

Enclosed is a copy of the Administrative Offer Summary valuation report. This administrative offer is based upon market research. Administrative offers are used when the property rights being acquired involve estimated compensation of \$10,000 or less. Accordingly, an appraisal has not been completed on this property.

Payment for your property and/or property rights will be made available to you as soon as reasonably possible after you accept WSDOT's offer, provided that there are no delays in closing the transaction. The date on which payment is made available to you is called the "payment date". On that date, WSDOT will acquire occupancy of the portion of property included in the Temporary Easement and becomes responsible for its control and management during the Easement term identified.

You may wish to employ professional services to evaluate the state's new offer. However, the \$750 evaluation allowance mentioned in our original offer letter is a one-time allowance only.

If we are unable to achieve a mutually agreeable settlement, WSDOT, acting in the public interest, will use its right of eminent domain to acquire your property for public use. In conformity with the Washington State Constitution and laws, the Attorney General's Office will file a condemnation action to obtain a "Court Order of Public Use and Necessity", and a trial will be arranged to determine the just compensation to be paid for your property. This action is taken to ensure your rights as an individual property owner are protected. If a condemnation action is filed, you should consider consulting with an attorney to ensure that you receive appropriate representation.

Enclosed please find the following:

- A. The necessary legal documents for the transferring of the property or property rights;
- B. A voucher setting forth the monetary details of this transaction;
- C. A copy of the valuation of your property;
- D. A plan sheet showing the property rights;

Your rights, as summarized in our initial offer letter, remain unchanged. We have attempted by this letter and our earlier offer letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. Please feel free to direct any questions you may have to the undersigned. Additional information about this project can be found on our website at:
<https://wsdot.wa.gov/projects/us101/jefferson-clallam-counties/home>

Thank you for your time and consideration.

Sincerely,



Sarah Jurado
Property & Acquisition Specialist
WSDOT Olympic Region
Real Estate Services
360-357-2752
JuradoS@wsdot.wa.gov

Receipt of this letter is hereby acknowledged:

Owner

Date

(Signature above does not mean acceptance or rejection of offer.)

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Temporary Easement

Reference Number of Related Document: N/A

Grantor: Clallam County, a Municipal Corporation of Washington State

Grantee: State of Washington, Department of Transportation

Legal Description: Ptns Lots 22, 22A, 23 & 26 Plat Alteration of Keeler's Sunrise Beach.

Additional Legal Description is on Page 4 of Document.

Assessor's Tax Parcel Number: 033035510222

TEMPORARY EASEMENT

US 101, DISCOVERY CREEK MP 268.54 FISH PASSAGE

The Grantor, Clallam County, a Municipal Corporation in the State of Washington, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, conveys and grants unto the **State of Washington, acting by and through its Department of Transportation**, and its assigns, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of facilitating vehicular and equipment access, construction of new fish passage improvements, removal of existing culverts, and installation, maintenance, and subsequent removal of temporary U.S. 101 roadway alignments are all required to facilitate the construction of new fish improvements. Construction of new fish improvements include clearing, grubbing, excavation, structure construction, grading and plantings. Removal of existing culverts also include temporary stream diversion systems. Following new construction and removal of existing culverts, stream grading, plantings, installation and potential anchoring of large woody debris, and restoration of surrounding side slopes to provide stream and riparian habit will also be completed. Post construction of new improvements and removal of existing culverts, a plant reestablishment period and a stream monitoring period will be in-place, with any corrections or adjustment required post construction also allowed.

TEMPORARY EASEMENT

Said lands being situated in Clallam County, State of Washington, as described in Exhibit A, attached hereto and made a part of.

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on October 15, 2030. Provided, however, that Grantee's use and occupancy of the easement area is limited to a period of 44 consecutive months for the actual physical construction activities within the TCE area, directly followed by a 36-month plant reestablishment period including planting, restoring, inspecting, monitoring, seeding and establishing native type vegetation, together with rights of ongoing ingress and egress to accomplish said purposes.

Grantee shall provide Grantor written notice no less than 30 days in advance of Grantee's intent to exercise its rights under this Temporary Easement.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Remainder of Page Left Intentionally Blank

TEMPORARY EASEMENT

Dated: _____, _____

Clallam County, a Municipal Corporation in the State of Washington

By: _____

Name: _____

Title: _____

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
Cyndi Booze, Olympic Region Real
Estate Services Manager

Date: _____

STATE OF WASHINGTON)
 : ss
County of _____)

On this _____ day of _____ before me personally appeared _____
to me known to be the _____ of Clallam County, a Municipal Corporation in the
State of Washington, that executed the foregoing instrument, and acknowledged said instrument
to be the free and voluntary act and deed of _____ for the uses and purposes therein
mentioned, and on oath stated that (he/she/they) (is/are) authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of
Washington, residing at _____
My commission expires _____

TEMPORARY EASEMENT

EXHIBIT A

All that portion of the hereinafter described PARCEL "A" lying within a tract of land described as beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 711+20.93 on the US 101 line survey of US 101 DISCOVERY CREEK MP 268.54 FISH PASSAGE and 107.53 feet Northeasterly therefrom; thence Northerly to a point opposite HES 711+17.16 on said line survey and 110.35 feet Northeasterly therefrom; thence Easterly to a point opposite HES 711+26.44 on said line survey and 120.96 feet Northeasterly therefrom; thence Southeasterly to a point opposite HES 712+33.22 on said line survey and 133.88 feet Northeasterly therefrom; thence Southeasterly to a point opposite HES 716+26.40 on said line survey and 111.12 feet Northeasterly therefrom; thence Southeasterly to a point opposite HES 717+42.28 on said line survey and 71.35 feet Northeasterly therefrom; thence Northwesterly to a point opposite HES 713+00 on said line survey and 96.96 feet Northeasterly therefrom; thence Northwesterly to a point opposite HES 711+75.21 on said line survey and 104.39 feet Northeasterly therefrom; thence Northwesterly to the Point of Beginning.

PARCEL "A"

All those portions of Lots 22, 22A, 23 and 26 of Plat Alteration of Lots 22, 23, and 26, Keeler's Sunrise Beach, as recorded in Volume 11 of Plats, page 87, records of Clallam County, Washington, conveyed to Clallam County by deed recorded November 8, 2004 under Auditor's File No. 2004 1144881;

Except those portions conveyed by deeds recorded under Auditor's File Nos. 2004 1145622, 2004 1146779, 2004 1146780 and 2004 1146781;

Together with that portion of Lot 22 of Plat Alteration of Lots 22, 22A, 23 and 26 Keeler's Sunrise Beach, as recorded in Volume 14 of Plats, page 59, records of Clallam County, Washington, conveyed to Clallam County by deed recorded November 10, 2005 under Auditor's File No. 2005 1169113.

The lands herein described contain an area of 17,470 square feet, more or less, the specific details concerning all of which are to be found on sheet 1 of that certain exhibit map entitled US 101 DISCOVERY CREEK MP 268.54 FISH PASSAGE, now of record and on file in the office of the Secretary of Transportation at Olympia, WA and bearing date of approval January 31, 2022.

Grantor's Initials



AGENDA ITEM SUMMARY

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

8
2/28/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 2-28-22

REGULAR AGENDA ☒ Meeting Date: 3-8-22

Item summary:

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

Executive summary:

A vacancy exists on the Civil Service Commission due to the expiration of a term for the Democrat/Independent Party representative. RCW 41.14.030 states, "At the time of appointment no more than two commissioners shall be adherents of the same political party."

The current member supplied a written statement requesting reappointment.

Human Resources endorses the reappointment of Steven Kernes to the Democrat/Independent representative position of the Civil Service Commission.

No other applications were received.

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?)
Request to approve a Resolution to reappoint.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Human Resources

Relevant Departments: Board of Commissioners and Human Resources

Date submitted: February 15, 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)



RESOLUTION _____, 2022

REAPPOINTING A MEMBER TO THE CIVIL SERVICE COMMISSION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Civil Service Commission due to the expiration of a term for the Democrat/Independent Party representative. RCW 41.14.030 states, "At the time of appointment no more than two commissioners shall be adherents of the same political party."
2. Notice of the vacancy was issued to the press in January 2021. The current member with an expiring term was contacted to determine if he wished to be considered for reappointment.
3. The current member supplied a written statement requesting reappointment.
4. Human Resources endorses the reappointment of Steven Kernes to the Democrat/Independent representative position of the Civil Service Commission.

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

1. **Steven Kernes** is reappointed to the Civil Service Commission as the Democrat/Independent representative for a term ending March 1, 2028.

PASSED AND ADOPTED this 8th day of March 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: Appointee
A22.153
Human Resources



AGENDA ITEM SUMMARY

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

9
2/28/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 2-28-22

REGULAR AGENDA ☒ Meeting Date: 3-8-22

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:

A vacancy exists on the Lodging Tax Advisory Committee due to an expiration of term. A press release was issued in January 2022 to solicit applications from interested citizens. The current member had served a maximum of 2 consecutive terms.

One application was received.

Commissioner Randy Johnson endorses the appointment of Matthew Peloquin to the Lodging Tax Advisory Committee.

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

None

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Approve and sign resolution appoint.

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

Name of Employee/Stakeholder attending meeting: Commissioner Johnson – Chair LTAC, BOCC

Relevant Departments: Board of Commissioners

Date submitted: February 15, 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)



RESOLUTION _____, 2022

APPOINTING A MEMBER TO THE
LODGING TAX ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Lodging Tax Advisory Committee due to an expired term.
2. A press release was issued during the month of January 2022 soliciting applications from interested citizens. One application was received.
3. Commissioner Johnson reviewed the application submitted and forwarded his recommendations to the Board of Commissioners to appoint Matthew Peloquin to the Lodging Tax Advisory Committee.

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

1. **Matthew Peloquin** is appointed to the category representing a collector of tax for a term expiring December 31, 2024.

PASSED AND ADOPTED this 8th of March 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

cc: A22.161
Appointee (s)
BOCC



AGENDA ITEM SUMMARY

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

10
2/28/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 2-28-22

REGULAR AGENDA ☒ Meeting Date: 3-8-22

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:

A vacancy exists on the Noxious Weed Board due to an expiration of term. A press release was issued to call for applications in January 2022.

One application was received.

Cathy Lucero – Noxious Weed Coordinator supports the appointment of Roberta Stoneman to the Geographic Area 3.

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?)
Approve and sign resolution appointment.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Noxious Weed Coordinator – Cathy Lucero

Relevant Departments: Board of Commissioners and Noxious Weed

Date submitted: 2-15-22

* 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)



RESOLUTION _____, 2022

APPOINTING A MEMBER TO THE
NOXIOUS WEED CONTROL BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Noxious Weed Control Board due to the expiration of term.
2. A press release was issued during the month of January 2022 soliciting applications from interested citizens. One application was received.
3. Cathy Lucero – Noxious Weed Coordinator supports the appointment of Roberta Stoneman to the Geographic Area 3.

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

1. **Roberta Stoneman** is appointed to fill the Geographic Area 3 position for a term ending July 1, 2025.

PASSED AND ADOPTED this 8th day of March 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, CMC, Clerk of the Board

c: A22.16
Appointee(s)
Noxious Weeds



AGENDA ITEM SUMMARY

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

11
2/28/22

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 02-28-22

REGULAR AGENDA ☒ **Meeting Date:** 03-08-22

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:

A vacancy exists on the Behavioral Health Advisory Board due to a resignation. A press release was issued in January 2022 to solicit applications from interested citizens. One application was received.

Health and Human Services Deputy Director recommends the reappointment of Kristine Johnson to the Behavioral Health Advisory Board.

No other applications were received for this position.

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?)
Approve and sign a resolution to reappoint.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Health and Human Resources Department

Relevant Departments: Board of Commissioners, Health and Human Services Department

Date submitted: 02-15-22

* 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)



RESOLUTION _____, 2022

APPOINTING A MEMBER TO THE
BEHAVIORAL HEALTH ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Behavioral Health Advisory Board due to a resignation of the At-large representative position.
2. A press release was issued during the month of January 2022 soliciting applications from interested citizens. One application was received.
3. Health and Human Services Deputy Director endorses the appointment of Kristine Johnson to the Behavioral Health Advisory Board.

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

1. **Kristine Johnson** is appointed as the At-large representative for a term ending December 31, 2022.

PASSED AND ADOPTED this 8th day of March 2022

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, CMC, Clerk of the Board

Bill Peach

c: A22.52
Appointee(s)
HHS



AGENDA ITEM SUMMARY

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

12
2/28/22

Department: BOCC

WORK SESSION ☒ Meeting Date: 2-28-22

REGULAR AGENDA ☐ Meeting Date:

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Clallam County Housing Solutions Committee is being formulated to recommend to the Commissioners methods and allocations of funding to create additional housing units of all varieties and types.

This will include potential funding sources including 1406 funds, and American Rescue Plan Act ARPA funding allocations for housing, Opportunity funds directly used for infrastructure to support housing, 1590 funding if passed by the Commissioners, 2060 and 2163 funds. In addition, potential incentives and code changes will also be addressed by this group. We will discuss each of these funding sources individually.

The proposed members of the Committee include the following organizations:

City of Forks, City of Port Angeles, City of Sequim, County Commissioner, County DCD Director, North Peninsula Building Assassination, Sequim Realtors, Port Angeles Realtors, Peninsula Housing Authority, Healthy Families, United Way, Habitat for Humanity, OlyCap, North Olympic Regional Veterans Network, Peninsula Behavioral Health, Port of Port Angeles, Serenity House, Economic Development Council, an employer, a Tribal member, the faith based group, a financial institution.

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 2-23-22

* 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)

Johnson, Randy

From: Lane, Mark
Sent: Thursday, February 17, 2022 3:55 PM
To: Johnson, Randy
Subject: HB1406 & HB1590
Attachments: HB1590 Affordable Housing Revenue Impact to Clallam County--20 Year Projection (Based on 2020-2021 data).xlsx

Hi Randy,

Here is a quick status recap of the **HB1406 Funds:**

Revenue (based on tax rates of .0146% for Unincorporated County, and .0073% for Cities of Sequim & Forks—0% for PA):

Actual Revenue—2021 from Affordable Housing Tax Credit -- \$148,935

Budgeted Revenue—2022 from Affordable and Supportive Housing Tax Credit --\$156,000

Reserves:

Available Funding at the end of January, 2022 \$317,375

Projected Ending Reserves—2022 \$461,810

HB1590—Sales & Use Tax .1%, amended [RCW 82.14.530](#)

--prior to 6/11/2020, this tax could only be enacted upon voter approval. However, following a legislative amendment made, voter approval is now option and the tax can now be approved by a County or city's legislative body with a simple majority vote.

-- Cities may not impose the tax if the County imposes the tax first.

Allowed Uses:

At least 60% of tax collected must be used for:

- Construction of affordable housing,
- Construction of mental and behavioral health-related facilities, or
- Funding the operations and maintenance costs of new affordable housing units and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.
- Recipients of provided affordable housing must have income at or below 60% of County AMI and be:
 1. Persons with behavioral health disabilities
 2. Veterans
 3. Senior Citizens
 4. Homeless, or at-risk of being homeless, families with children
 5. Unaccompanied homeless youth or young adults
 6. Person with disabilities; or
 7. Domestic Violence Survivors

The remaining tax collected must be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services. No more than 10% of the tax collected can be used to supplant existing local funds.

The County must coordinate with cities before building facilities within the city; and must enter into interlocal agreements with those cities that have imposed this tax. Also county must credit back the .1% tax to cities that have already adopted this tax (i.e. no double dip).

Per the RCW, the County's legislative authority imposing the tax has the authority to issue general obligation or revenue bonds and may pledge up to 50% of the taxes collected for repayment of such bonds in order to finance the provision or construction of affordable housing, facilities where housing-related programs are provided, or evaluation and treatment centers.

Cities within the County that have implemented the HB1590 sales tax include just the City of Port Angeles (effective 4/1/2020). Sequim and Forks have not implemented the tax.

In terms of the estimated tax revenue potential of this, please see the attached analysis for estimated tax impact if Clallam County imposed tax over a 20 year period using model similar to the one I developed for the HB1406 impact, updated for tax growth since that analysis was done. I have assumed the tax would commence on January 1, 2023 and that no tax is collected on PA city taxable sales (since we have to credit back to them the .1% they're already imposing), but have assumed the County imposes the .1% in the unincorporated parts of the County as well as the Cities of Forks and Sequim as it appears if the cities don't implement their own tax we have the ability to on their tax bases.

Let me know if you have any questions.

Mark Lane

Chief Financial Officer

Clallam County

223 E 4th St, Suite 4

Port Angeles, WA 98362

Ph 360-417-2383

Email: mlane@co.clallam.wa.us

Johnson, Randy

From: Alvarez, David
Sent: Wednesday, December 23, 2020 10:44 AM
To: Johnson, Randy; Peach, Bill; Ozias, Mark; Sill, Richard; Stanley, Elizabeth
Subject: Affordable Housing, Redirected sales tax RCW 82.14.540 - SH Bill 1406

Colleagues:

In response to the questions I posed to MRSC regarding the spending of the SHB 1406 re-directed sales tax revenue for the creation of affordable housing, please note the response below of MRSC.

The response below amounts to "the use of the SHB 1406 monies for affordable housing is such a new topic MRSC is unable to provide guidance, and any guidance that is issued will come from the State Auditor's Office."

So, in sum, we have the risk and the opportunity of "plowing new ground" without knowing what will be considered unlawful.

I will continue to do more research into Ch. 39.04 RCW, which relates to "public works."

David Alvarez

From: Steve Gross [<mailto:sgross@mrsc.org>]
Sent: Tuesday, December 22, 2020 1:30 PM
To: Alvarez, David
Subject: MRSC Inquiry: RCW 82.14.540 - multiple questions

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

David,

You submitted the following inquiry: Per SHB 1406 and RCW 82.14.540 Clallam County has adopted an Ordinance to redirect sales tax revenues to the task of affordable housing. My BoCC has several questions. If the County were to buy land in bulk and then sell it to our local housing authority so the housing authority could then build affordable housing, would that qualify under RCW 82.14.540(6) "acquire, rehabilitating, or constructing" affordable housing? Also, if the local housing authority or some other non-governmental organization did the construction of the affordable housing with "1406" money, would that construction be a "public work" such that prevailing wages would have to be paid? Also, may the "1406" money collected in the unincorporated County be used for projects within incorporated city when one city (Port Angeles) has enacted the qualifying tax and the other two cities (Sequim, Forks) have adopted the "qualifying resolution" so they get control of 50% of the 1406 money generated inside their city? Thanks. David Alvarez

Response:

There is very little guidance on the application of this statute. In light of the fact that this is considered a restricted resource, the SAO will be the final authority on the interpretation of the use of these funds. Kelly Collins is the Director of Audit, [Office of the Washington State Auditor collinsk@sao.wa.gov](mailto:collinsk@sao.wa.gov) and can coordinate with folks within SAO to assess these particular questions.

But, here's what I think based on the questions we've received to date.

1. Probably. A housing authority is a quasi-municipal corporation. Chapter [35.82](#) RCW. RCW 82.15.540(10) says that:

A county or city may enter into an interlocal agreement with one or more counties, cities, or public housing authorities in accordance with chapter [39.34](#) RCW. The agreement may include, but is not limited to, pooling the tax receipts received under this section, pledging those taxes to bonds

issued by one or more parties to the agreement, and allocating the proceeds of the taxes levied or the bonds issued in accordance with such interlocal agreement and this section.

So if the county entered into an ILA under which the HA agreed to construct the housing in return for the county providing the land, I don't know what that wouldn't be allowed. I think the county could even give the land to the HA for no or little cash consideration of the other consideration was sound.

2. A housing authority is subject to prevailing wage and bidding requirements for public works. If the county contracts with a non-profit, we'd have to look at whether the county transferring land is the same as the county "paying" for the work, and I'd consult with L&I before saying the prevailing wages weren't required.

3. Nothing in the statute prevents county money from being spent in cities. As the former City Manager in Port Townsend used to say, "How many city residents are county residents? All of them."

I hope this is helpful. Please give me a call if you want to discuss further.

And, I hope you and yours are all safe and healthy, and having a good holiday season.

Steve

Steve Gross (he/him)

Legal Consultant

206.625.1300 x128

MRSC Empowering local governments to better serve their communities

DISCLAIMER: MRSC is a statewide resource that provides general legal, policy, and financial guidance to support local government agencies. This email is not legal advice and does not create an attorney-client relationship. It is not confidential or privileged and is subject to Washington's Public Records Act

CLALLAM COUNTY
OPPORTUNITY FUND

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)

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 7.5% 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 \$250k of additional funding in support of \$20k of 2020 costs that were not billed until 2021 and \$230k of admin costs related to the ARPA Lifeboat 3 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															
	Normal		2021 Higher Growth due to COVID Recovery		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							Net Sources/ (Uses)	Ending Fund Balance
	4.5%	1.8%	17.0%	0.8%				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	SBDC	NODC	Clallam Conservation District (removed as deemed not OF-Eligible)	Transfer to Carlsborg Sewer for Expansion	Forks Sewer	Indirects Charges from Clallam GF	Potential Future of Other Future Debt Service/Grants	TOTAL USES		
2021	4,171,352	1,608,074			70,000	18,000	1,696,074	368,966	48,194		350,000	30,000	3,500	0			29,600	0	830,259	865,815	5,037,167
2022	5,037,167	1,749,000			43,021	18,000	1,810,021	368,103	48,194		120,000	30,000	3,500	0	240,000		30,411	369,000	3,584,818	-1,774,797	3,262,370
2023	3,262,370	1,827,705			66,051	18,000	1,911,756	367,241	48,194	58,624	122,400	30,600	3,570	0			31,779	369,000	1,031,408	880,348	4,142,718
2024	4,142,718	1,909,952			82,077	18,000	2,010,029	366,379	48,194	117,247	124,648	31,212	3,641	0			33,210	369,000	1,093,731	916,298	5,059,016
2025	5,059,016	1,995,900			99,309	18,000	2,113,209	365,517	48,194	117,247	127,345	31,836	3,714	0			34,704	369,000	1,097,557	1,015,652	6,074,667
2026	6,074,667	2,085,715			118,798	18,000	2,222,513	364,655		117,247	129,892	32,473	3,789	0			36,266	369,000	1,053,321	1,169,191	7,243,859
2027	7,243,859	2,179,572			140,651	18,000	2,338,223	363,793		117,247	132,490	33,122	3,864	0			37,898	369,000	1,057,414	1,280,809	8,524,668
2028	8,524,668	2,277,653			164,550	18,000	2,460,203	362,931		117,247	135,139	33,785	3,942	0			39,603	369,000	1,061,647	1,398,556	9,923,224
2029	9,923,224	2,380,147			190,607	18,000	2,588,754	362,069		117,247	137,842	34,461	4,020	0			41,385	369,000	1,066,024	1,522,730	11,445,954
2030	11,445,954	2,487,254			218,939	18,000	2,724,193	361,207		117,247	140,599	35,150	4,101	0			43,248	369,000	1,070,551	1,653,642	13,099,596
2031	13,099,596	2,599,180			249,670	18,000	2,866,851	360,345		117,247	143,411	35,853	4,183	0			45,194	369,000	1,075,232	1,791,818	14,891,215
2032	14,891,215	1,419,457			271,258	18,000	1,708,715	359,483		117,247	146,279	36,570	4,266	0			47,227	369,000	1,080,073	628,642	15,519,857
2033	15,519,857	269,754				18,000	287,754	358,621		117,247	149,205	37,301	4,352	0			49,353	369,000	1,085,078	-797,324	14,722,532
2034	14,722,532	255,355				18,000	273,355	357,759		117,247	152,169	38,047	4,439	0			51,573	369,000	1,090,254	-816,899	13,905,633
2035	13,905,633	240,603				18,000	258,603	356,897		117,247	155,233	38,808	4,528	0			53,894	369,000	1,095,606	-837,003	13,068,630
2036	13,068,630	225,487				18,000	243,487	356,035		117,247	158,337	39,594	4,618	0			56,319	369,000	1,101,141	-857,854	12,210,976
2037	12,210,976	209,998				18,000	227,998	355,172		117,247	161,504	40,376	4,711	0			58,854	369,000	1,106,864	-878,866	11,332,110
2038	11,332,110	194,125				18,000	212,125	354,310		117,247	164,734	41,184	4,805	0			61,502	369,000	1,112,782	-900,857	10,431,452
2039	10,431,452	177,858				18,000	195,858	353,448		117,247	168,029	42,007	4,901	0			64,270	369,000	1,118,902	-923,044	9,508,408
2040	9,508,408	161,186				18,000	179,186	352,586		117,247	171,390	42,847	4,999	0			67,162	369,000	1,125,231	-946,045	8,562,363
2041	8,562,363	144,099				18,000	162,099	351,724		117,247	174,817	43,704	5,099	0			70,184	369,000	1,131,776	-969,577	7,592,686
2042	7,592,686	126,583				18,000	144,583	350,862		117,247	178,314	44,578	5,201	0			73,343	369,000	1,138,545	-993,961	6,598,725
2043	6,598,725	108,629				18,000	126,629	350,000		117,247	181,890	45,470	5,305	0			76,643	369,000	1,145,545	-1,018,915	5,579,809
2044	5,579,809	91,279				18,000	109,279	349,138			185,518	46,379	5,411	0			80,092	369,000	1,152,538	-926,259	4,653,550
2045	4,653,550	74,539				18,000	92,539	348,276			189,228	47,307	5,519	0			83,896	369,000	1,159,026	-950,487	3,703,063
2046	3,703,063	57,360				18,000	75,360	347,414			193,012	48,253	5,630	0			87,462	369,000	1,165,771	-975,411	2,727,652
2047	2,727,652	39,731				18,000	57,731	346,552			196,873	49,218	5,742	0			91,398	369,000	1,172,516	-1,001,052	1,726,599
2048	1,726,599	21,637				18,000	39,637	345,690			200,810	50,203	5,857	0			95,511	369,000	1,179,267	-1,027,433	699,166
2049	699,166	6,170				18,000	24,170				204,826	51,207	5,974	0			99,809	369,000	1,186,076	-706,647	-7,481

Johnson, Randy

From: Beth Doglio <bethdoglio@gmail.com>
Sent: Friday, November 05, 2021 8:49 AM
To: Johnson, Randy
Cc: Kathy Morgan; Wendy Sisk; Sarge's Veteran Support; Becca Korby (healfam2@olypen.com); Sarah Martinez; Sharon Maggard; Colleen Robinson; Gores, Alanna; Cherish Cronmiller
Subject: Monday Meeting - Funding for Housing
Attachments: Clallam County 1590-1070 Blueprint.pdf

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

Commissioner Johnson - Thank you for taking time to meet with us Monday Nov. 8th at 3:00 - 3:45pm via zoom. Here is the zoom

link <https://us02web.zoom.us/j/88463463608?pwd=Rm1VSklJoVFlnRTQvMjFDNmphenp5dz09>

The meeting will be attended by the following housing leaders in the community.

- Becca Korby, Healthy Families of Clallam County
- Sharon Maggard, Serenity House of Clallam County
- Sarah Martinez, Peninsula Housing Authority
- Kathy Morgan, Olympic Community Action Programs (OlyCAP)
- Colleen Robinson, Habitat for Humanity Clallam
- Wendy Sisk, Peninsula Behavioral Health
- Cheri Tinker, North Olympic Regional Veteran's Housing Network

Utilizing the data and recommendations from the study commissioned by the County's Health and Human Services Departments [Clallam County Homeless System: Needs and Gaps Analysis](#), representatives from these seven organizations worked collaboratively over the last several months to build the attached blueprint to tactically address gaps identified in the Cloudburst study. The blueprint lays out a plan and method to utilize a County housing fund that would be created by Commissioners councilmanically approving a 1/10th of 1% revenue increase. This funding option for local governments was enabled in 2020 through the passage of HB1590.

We look forward to meeting with you on Monday.

Sincerely,

Beth Doglio

--

Beth Doglio
Doglio Consulting

Clallam County Housing Blueprint

Unlocking the potential of HB 1590/1070

Executive Summary

This Strategy for Permanent Affordable Housing in Clallam County represents the consensus of seven independent organizations in Clallam County joined by a common mission to create affordable housing and supportive services to serve local residents. It serves as a blueprint for how approximately \$1million per year of new revenue for affordable housing could be used to create permanent affordable housing in the initial years and how this revenue could be managed effectively in the longer term to create affordable housing in Clallam County.

Clallam County has an affordable housing crisis. High cost and limited inventory of both owned and rental units is resulting in substandard living situations and homelessness. It is forcing local workers to find housing in neighboring counties and commute here, and local businesses are facing a labor shortage which is stifling local economic development.

The lack of entry-level permanent affordable housing leaves vulnerable people stuck in shelter and transitional housing, unable to move forward with their lives.

Over the course of two months seven organizations seven organizations have worked together to craft this plan - Peninsula Housing Authority, North Olympic Regional Veteran's Housing Network, Olympic Community Action Programs (OlyCAP), Serenity House, Habitat for Humanity Clallam, Peninsula Behavioral Health, and Healthy Families of Clallam County. Collectively they considered the feasibility of using revenue from a potential new sales and use tax under House Bill 1590/1070, to rapidly provide affordable housing in Clallam County. These organizations collaborated on strategies for maximizing the new revenue's effectiveness.

Approximately \$1,000,000 per year in addition to the \$400,000 generated by the voter measure in Pt. Angeles would be generated under HB 1590 and could be used to leverage funding to create 160 new units for individuals and families in Clallam County over the next ten years with well over half those coming online in the next 3 years.

This is based on looking at a suite of 8 projects currently in local development and an additional 5 that are envisioned. (See Section 4 of this Blueprint). With reliable local funding, housing organizations and developers will more likely be able to successfully develop these affordable housing projects. Local dollars can help to leverage state, federal and private funding.

HOUSE BILL 1590/1070 & FUNDING FOR AFFORDABLE HOUSING

Background On HB 1590: House Bill 1590 (HB 1590) was enacted by the Washington State Legislature in 2020 and HB 1070 increased flexibility of the funds in 2021. They both amend [RCW 2.14.530](#) and authorize cities and counties to impose a sales and use tax up to 1/10th of 1% for affordable housing. The tax equals just \$1 on a \$100 purchase. Sales and use taxes apply to most retail sales of "tangible personal property" within Washington, as well as purchases delivered here by Internet or mail-order retailers. Services to individuals and businesses - things like haircuts, medical bills, consultant fees, etc. - are not "personal property," and most are not subject to sales tax. Food is also not subject to a sales tax.

The 1/10th of 1% sales and use tax for affordable housing originally required voter approval, but under HB 1590, this revenue source may now also be approved by the local legislative body with a simple majority vote.

At least 60% of the revenue generated by the 1/10th of 1% sales and use tax must be used for:

- constructing or acquiring affordable housing, which may include emergency, transitional, and supportive housing and new units of affordable housing within an existing structure, and facilities providing housing-related services, or acquiring land solely for eligible households (as defined below); or
- constructing or acquiring mental and behavioral health-related facilities or land for these purposes; or
- funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

The affordable housing and housing-related services in a) above must serve only persons whose income is at or below sixty percent of median income, and who are one of the following:

- o Persons with mental illness
- o Veterans
- o Senior citizens
- o Persons or Families with children who are homeless (or at-risk of being homeless)
- o Unaccompanied homeless youth or young adults
- o Persons with disabilities
- o Domestic violence survivors

The law also allows up to fifty percent of the proceeds to be used to issue and service bonds to finance the provision or construction of affordable housing, facilities where housing-related programs are provided, land acquisition or evaluation and treatment centers. Bonding could generate a one-time lump sum of approximately \$15,000,000 of capital dollars up front. Bonding will tie up 50% of each year's revenues for 20 years (assuming a 20 year bond). That is a very high opportunity cost in those future years. Moreover, providers agree that **currently** it's not possible to put that large of a sum of money to immediate use given provider capacity combined with supply chain and workforce issues. **Consequently, committing to bonds in the immediate future is not recommended.** Instead, the County can help build capacity within the provider community by investing 1590 dollars into current projects. When supply chain and work force issues resolve, Commissioners could work with the community and providers to develop a long-term strategic affordable housing plan with public input that builds toward public consensus on what significant project(s) would be funded.

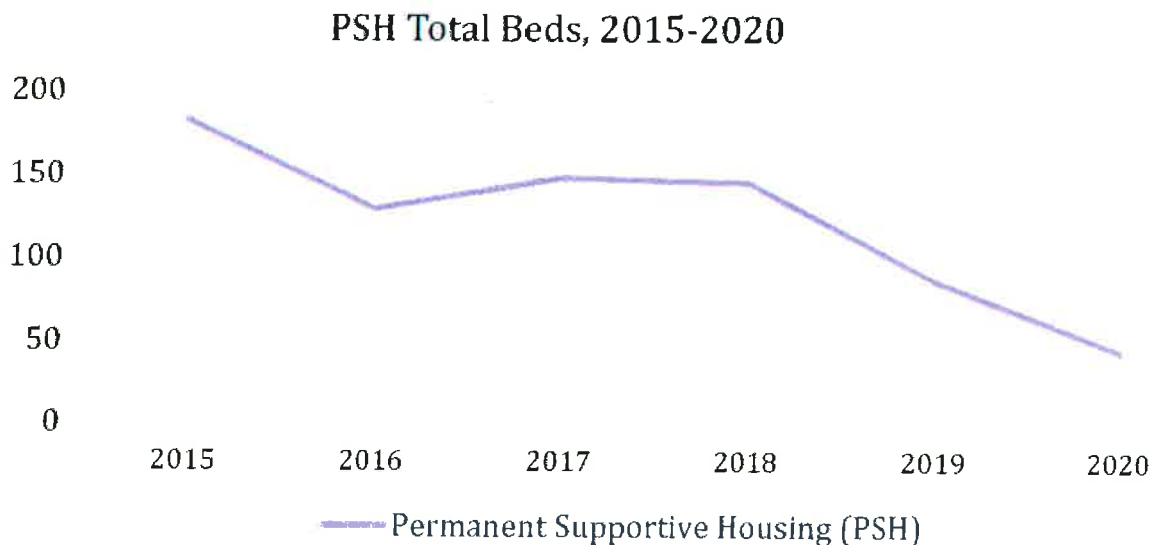
HOUSING CHALLENGES & PROGRAM OBJECTIVES

In 2005, Clallam County Commissioners created the Homelessness Task Force to serve as an Advisory Committee to the Board of County Commissioners. The Committee is tasked with advising and recommending strategies to address housing, shelter, food security, and mental health issues in the community. Then and now availability of affordable housing for low and very low-income households is a significant unmet need. It is very challenging for people making less than 60% of the Average Median Income (AMI) to find housing. 20% of our homeless population are seniors with mental or physical disabilities. The waitlists are long. In 2021 the wait list for Serenity House and Peninsula Housing Authority has been over 3578 individuals. The Point in Time count for the county in 2019 was 286 and in 2020 rose to 379.

According to the [Clallam County Homeless System: Needs and Gaps Analysis](#) completed by the Cloudburst Group in June, 2021 at the request of the Clallam County Health and Human Services, the need to increase Permanent Supportive Housing Stock is acute.

“There is not enough PSH to meet demand and PSH beds in the county have decreased sharply since 2015. There are 44 PSH beds according to the 2020 HIC. Of clients who had their initial entry to the system in 2020, 112 people were likely eligible for PSH because they were chronically homeless with a disabling condition. PSH utilization is over 88 percent in the county, meaning there is very little turnover in these units. Only 25 percent of chronically homeless individuals exit to permanent housing, compared to 43 percent in the system overall. Finally, providers surveyed for this assessment most frequently recommended prioritizing investment in permanent housing.” Cloudburst Study page 22

Chart 2: Total Permanent Supportive Housing Beds



CANDIDATE PROJECTS

The seven groups that came together to work on this plan prioritized building new units of **permanent supportive housing** that would benefit from a local housing fund. The purpose was two-fold: to test whether a sales tax could actually result in meaningful affordable housing projects, and also to begin to prime the pump with these organizations to develop additional affordable housing projects in Clallam County.

Projects typically need multiple sources of funding to be completed and state and federal funds often require local match funds. There will be unprecedented upcoming opportunities to leverage state and federal funding, and Clallam County will be more competitive with a steady local source of funding. As a rule of thumb local revenues conservatively leverage at least 5 times other funds for affordable housing construction and acquisition.

These dollars will be locally controlled and are far more flexible than other dollars coming into our county as well as state and federal funding options. Hopefully, grants to providers will also be simpler to apply for saving providers valuable time and resources. Finally, the use of these funds can be changed to meet the most pressing needs of the community. Currently, we have a serious shortage of Permanent Supportive Housing units and we recommend funds be utilized to fill that gap. But over time, that need may change and County Commissioners can adapt. here are 13 examples of the kinds of permanent housing projects that would benefit from this fund. These 13 examples are displayed in TABLE 1 on the next page. Each project is in a different stage of development. **There are four projects that have been identified by consensus of the working group as the near-term priority projects.** Additional funds generated by this sales tax would help move these projects to completion more quickly.

The examples feature a variety of housing types:

- multifamily rental
- affordable home ownership for individuals and families
- group homes for Veterans
- housing for homeless seniors
- individuals engaged in behavioral health treatment
- low-income families

These four projects will create 106 new units by 2024.

See TABLE 1 on the next page for more information about these initial examples of projects that could quickly use and leverage revenues from HB 1590 to create permanent affordable housing.

Table 1: FOUR NEAR-TERM PRIORITY PROJECT PROJECTS* AND NINE ENVISIONED

Project	# of Units	Residents Lease or Own?	Population Served	Approximate Project Cost	Current Shortfall	Other Revenues	Coordinated By	Time Frame
* All View Motel Project - Convert 20 unit motel into new low income housing	27	Lease	Individuals and Veterans engaged in behavioral health treatment with priority given to homeless. Income limits will apply as this is low income, affordable housing.	\$2,700,000	\$2,100,000	Contribution of \$25k for each unit from local governments (City and County sharing this cost). Anticipate Commerce HTF Grant for \$2.1M. Ongoing costs will be managed from collected rents and housing subsidies as available.	Peninsula Behavioral Health with consultation support from Peninsula Housing Authority	2022
* Miller Road Property in Sequim, WA – purchase of 4.5 acres, closing date 10/29	40	Homeownership	Families Workforce/ affordable housing	\$3,200,000	\$2,645,000	Currently \$550,000 in funding is secured. Other grant/foundation requests are pending, potentially \$300k. At this time we anticipate initiating a Capital Campaign launching in early 2022 to raise funds to fill the gap. Plus use of USDA 502 program low interest mortgages.	Habitat for Humanity	2024
* Group Home in Sequim	7	Rent	Homeless and disabled Veterans	\$1,300,000	\$350,000	Senator Murray appropriation has been applied for and is expected to receive first of 2022, \$20k already secured from Clallam County 2060 funds	NORVHN	2022
* Mt. Angeles View Senior Housing	32	Multifamily rental	Seniors	\$9,000,000.00	\$9,000,000.00	Waiting for HUD 202 NOFA	PHA	2024

Eklund Heights Self-Help Phase 3	12	Homeownership	Under 80% of AMI	\$500,000.00	\$500,000.00		Peninsula Housing Authority (PHA)	2023
Eklund Heights Phase 4	25	Multifamily rental	Seniors/Vets/ Singles	\$4,500,000.00	\$4,500,000.00		PHA	2022-2023
Owen Crossing Self Help	24	Homeownership	Under 80% of AMI	\$750,000.00	\$750,000.00		PHA	2026-2027
Shane Place Self Help	12	Homeownership	Under 80% of AMI	\$150,000.00	\$0.00	City of PA grant	PHA	2024
Mt. Angeles View Family	152	Multifamily rental	Disabled/Vets/ Homeless/Seniors	\$40,000,000.00	\$40,000,000.00	Will apply for LIHTC	PHA	2023-2025
Mt. Angeles View Self-Help	17	Homeownership	Under 80% of AMI	\$100,000.00	\$100,000.00		PHA	2025-2026
Apartment Complex in Pt. Angeles	15	Rent	Homeless Veterans	\$2,500,000	\$2,500,000		NORVHN	dependent on funding
Apartment Complex in Forks	15	Rent	Homeless Veterans	\$2,500,000	\$2,500,000		NORVHN	dependent on funding
Apartment Complex in Forks	15	Rent	Homeless Veterans	\$2,500,000	\$2,500,000		NORVHN	dependent on funding

PROCESS, AWARDS, POLICY DIRECTION, MANAGEMENT & ACCOUNTABILITY

How should \$1,000,000 per year of funding from an affordable housing sales and use tax under HB 1590 be managed and awarded to benefit the community?

Revenue would be received by the Clallam County Treasurer and deposited in a County dedicated affordable housing fund. All expenditures from the fund would be for affordable housing, and subject to direction by, and prior approval of, the County Commissioners, who would retain oversight and ultimate accountability for the use of the funds.

For administrative efficiency and maximum transparency, it is recommended that the County Commissioners harness the existing Clallam County Homelessness Task Force who meet in open public meetings, to help with vetting as affordable housing projects are recommended through an annual Request For Proposals (RFP) cycle.

A County staff person would assist the Task Force in creating an RFP based on the current RFP associated with the distribution of 2163 dollars. The Clallam County Homelessness Task Force would conduct the technical evaluation and scoring of all proposals providing that information to the Commissioners. Final allocation decisions would be the purview of the Commissioners.

Under the existing model, after Commissioner approval of award recommendations, County staff prepares contracts with project sponsors, and presents the contracts for subsequent approval by the County Commissioners.

County staff administers the contracts, and reviews, approves, and processes all invoices to ensure they are consistent with each contract, prior to payment, which also gets approved by the County Commissioners.

CONCLUSION

This blueprint for increasing Permanent Affordable Housing in Clallam County represents the consensus of seven independent organizations in Clallam County who provide affordable housing and supportive services to serve local residents. In examining existing gaps in the housing continuum in Clallam County, the group determined that HB1590 revenue for affordable housing should be targeted at creating permanent affordable housing. Further, the group determined that the community is well prepared to effectively use the approximately \$1,000,000 per year in new revenue generated under HB 1590 to create permanent affordable rental and resident-owned housing in Clallam County.

We found consensus on 13 sample projects that are currently in development or envisioned as worthy prospects for putting the funding to immediate use. We sincerely hope the community will submit additional affordable housing projects by the time an actual Request For Proposals is issued.

In the initial years of funding, we recommend the funding be strategically used to break the logjam at the entry steps to affordable rental and owned housing, so that low-income and vulnerable people currently in shelter and transitional housing can move into permanent housing.

TOTAL SALES BASE--CLALLAM COUNTY--UNINCORP	\$ 552,046.959	(PER DEPT OF REVENUE 2020 ANNUAL)
TOTAL SALES BASE--PORT ANGELES	\$ 404,884.274	(PER DEPT OF REVENUE 2020 ANNUAL)
TOTAL SALES BASE--SEQUIM	\$ 419,290.134	(PER DEPT OF REVENUE 2020 ANNUAL)
TOTAL SALES BASE--FOURKS	\$ 72,703.696	(PER DEPT OF REVENUE 2020 ANNUAL)
TOTAL SALES BASE--CLALLAM COUNTY	\$ 1,484,925.013	(PER DEPT OF REVENUE 2020 ANNUAL)

PERIOD	\$ 49,410,865
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Johnson, Randy

From: Oppelt, Jennifer
Sent: Tuesday, February 22, 2022 4:53 PM
To: Johnson, Randy
Cc: LoPiccolo, Kevin
Subject: Homeless Funds

Good Afternoon Randy,

Kevin let me know you were looking for information about the 2060 and 2163 funds. Here's the run down (sorry if this is more than you wanted ☺).

AFFORDABLE HOUSING FUNDS (2060) Capital projects. Revenue about \$90,000.00/year.

Permissible Uses of Funding

Funding must be distributed for programs and services as written in the local homeless housing plan <http://www.clallam.net/HHS/HTF/index.html> or as outlined in SHB 2060 ([RCW 36.22.178](#)) which are:

Eligible activities:

- a. Acquisition, construction, or rehabilitation of housing projects or units within housing projects that are affordable to very-low income persons with incomes at or below fifty percent of the area median income;
- b. Supporting building operating and maintenance costs of housing projects or units within housing projects eligible to receive Washington State Housing Trust Funds, that are affordable to very low-income persons with incomes at or below fifty percent of the area median income, and that require a supplement to rent income to cover ongoing operating expenses;
- c. Rental assistance vouchers for housing projects or units within housing projects that are affordable to very low-income persons with incomes at or below fifty percent of the median income, to be administered by a local public housing authority or other local organization that has an existing rental assistance voucher program, consistent with or similar to the United States Department of Housing and Urban Development's Section 8 rental assistance voucher program standards;
- d. Operating costs for emergency shelters and licensed overnight youth shelters;

Funds generated by SHB 2060 may not be used for salaries and benefits. Additionally, these funds cannot be used for construction of new housing if at any time the vacancy rate for available low-income housing within the county rises above 10%.

HOMELESS HOUSING AND ASSISTANCE FUNDS (2163) Revenue about \$800,000.00/year.

Permissible Uses of Funding

Local governments are given wide latitude covering the use of funds for any activity that can be tied to reducing and/or preventing homelessness, if it is explicitly included in the most recent local homeless plan

<http://www.clallam.net/HHS/HTF/index.html> and as outlined in ESSHB 2163 and ESSHB 1570 ([RCW 36.22.179](#) and [RCW 36.22.1791](#)):

Eligible activities:

- a. Rental and furnishing of dwelling units for the use of homeless persons.
- b. Costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness.
- c. Operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals.
- d. Services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness.

- e. Temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless.
- f. Outreach services for homeless individuals and families.
- g. Development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- h. Rental vouchers payable to landlords for persons who are homeless or below thirty percent of the median income or in immediate danger of becoming homeless.
- i. Other activities to reduce and prevent homelessness as identified for funding in the local plan.

Hope this helps. ☺

-Jenny

Jenny Oppelt (she/her)

Deputy Director

Clallam County Health & Human Services

(360) 417-2431





AGENDA ITEM SUMMARY

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

13
2/28/22

Department: BOCC

WORK SESSION ☒ Meeting Date: February 28, 2022

REGULAR AGENDA ☒ Meeting Date: March 8, 2022

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 291.22.004 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County is a member of the Broadband Action Team along with the City of Port Angeles, Sequim, and Forks, NODC, Port of Port Angeles, Clallam PUD, local tribal nations and other entities in Clallam County. With the coordination of the NODC, the Broadband Action Team appointed Clallam County and successfully applied and received funds for two broadband grants totaling \$24 million dollars to expand broadband along Hwy 101/Hwy 112 through Joyce, Washington.

North Olympic Development Council (NODC) will provide up to 20 hours per month to schedule and facilitate meetings of the Clallam County Broadband Action Team working on broadband expansion; maintain communications between and among local governments, consultants and ISPs; and track and distribute Requests for Proposals and Notice of Funding Opportunity for broadband projects.

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 March 29, 2022.

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

Please approve and sign.

County Official signature & print name: Chelsea Millan Chelseamillar

Name of Employee/Stakeholder attending meeting: Chelsea millar and Karen Affeld

Relevant Departments: BOCC

* 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)

NODC Contract 3-8-22
Revised: 3-04-2019

CONSULTANT SERVICES AGREEMENT

PROJECT: Clallam County Broadband Coordination
CLIENT: Clallam County

THIS AGREEMENT is made and entered into by and between the North Olympic Peninsula Resource Conservation & Development Council (*hereinafter referred to as the "NODC"*) and Clallam County (*hereinafter referred to as the "County"*) for the furnishing of consultant services for coordinating broadband expansion planning.

The NODC and the County mutually agree as follows:

SCOPE AND SCHEDULE OF WORK

NODC will provide up to 20 hours per month to schedule and facilitate meetings of the Clallam County Broadband Team and the local government entities working on broadband expansion; maintain communications between and among local governments, consultants and ISPs; and track and distribute Requests for Proposals and Notice of Funding Opportunity for broadband projects.

COMPENSATION

NODC will charge an hourly rate of \$60/hour for up to 20 hours per month, for a maximum compensation of \$1,200 per month.

LENGTH OF AGREEMENT

The length of this agreement is from January 1 – December 31, 2022.

RATE AND FEE SCHEDULE AND OUT-OF-POCKET EXPENSES

The County shall not be responsible for payment of any fees and out-of-pocket expenses in excess of the amount agreed to in the scope of work. NODC shall submit detailed invoices on a monthly basis for work completed.

REPRESENTATIVES

The NODC's Project Manager and Clallam County's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

NODC's Project Manager: Karen Affeld, Executive Director
North Olympic Peninsula Resource Conservation & Development
Council (NODC)
360-477-1593
karen@noprkd.org

County's Representative: Rich Sill – County Administrator
Clallam County
(360) 417-2242
rsill@co.clallam.wa.us

TERMS AND CONDITIONS

In consideration of the mutual covenants, obligations, and compensation to be paid by the County to NODC, it is agreed that:

1. Relationship of the Parties

NODC, its subconsultants and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

2. Conflicts of Interest

NODC warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. NODC warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

3. Compliance with Laws

NODC agrees to comply with all local, state, tribal and federal laws and regulations applicable to the services, including registration and taxes, permitting regulations and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. NODC shall obtain all licenses and permits required to complete the scope of work as defined.

4. Suspension and Debarment

By signing this agreement, the NODC verifies that it has not been suspended or debarred from working on federally funded projects.

5. Records and other Tangibles

Until the expiration of six years after the term of this Agreement, NODC agrees to maintain accurate records of all work done in providing services specified by the Agreement and following NODC's receipt of final payment therefore to deliver such records to the County upon termination of the Agreement or otherwise as requested by the County.

6. Ownership of Work

The services to be performed by NODC shall be deemed instruments of service for purposes of the copyright laws of the United States. The County has ownership rights to the work products prepared by the NODC in performing these services. NODC shall not be responsible for changes made in the work products by anyone other than NODC. NODC shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the County's prior consent.

7. Disclosure

All information developed by NODC and all information made available to the NODC by the County, and all analyses or opinions reached by NODC shall be confidential and shall not be disclosed by NODC without the written consent of the County except to the extent required by law or legal process.

8. Deliverables

Unless otherwise specified in the Scope of Work, NODC shall provide draft deliverables, if any, to the County for review prior to preparation of final deliverables. Delivery of materials produced shall consist both of the tangible materials and any and all computer files used in the creation of the tangible product in the original format in which it was created and a PDF format or other format specified by the County.

9. Compensation

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the County shall pay NODC as specified in the Agreement. Hourly rates shall include all of NODC's routine administration and overhead expenses, including all equipment, software, tools and



supplies reasonably required to perform the scope of services. The County will not separately reimburse Consultant for routine overhead expenses or administration including but not limited to:

- A. Computer hardware or software usage
- B. Digital camera or recording equipment
- C. Communications - including phone, internet, fax, postage and courier
- D. Routine reproduction except for documents produced by outside vendor
- E. Small tools and expendables.
- F. Federal, state or local taxes
- G. Safety training and equipment
- H. Time devoted to Agreement negotiation, invoicing or dispute resolution.

10. Payment Schedule

NODC shall submit detailed numbered invoices showing description of work items being invoiced, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, by the 10th of the month to be paid within 90 days of receipt, unless other terms are agreed to by the parties.

11. Costs and Disbursements

NODC shall pay all costs and disbursements required for the performance of its services under this Agreement.

12. Indemnity

For all claims arising from the performance of NODC's professional services NODC and its subconsultants agree to indemnify and hold harmless the County, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs, by reason of any and all claims and demands on it, its officers and employees, to the extent arising from the negligent acts, errors or omissions by NODC in the performance of NODC's professional services.

13. Insurance

Prior to commencement of services under this Agreement and if required below, NODC shall procure and maintain one or more lines of insurance coverage to be kept in force for the life of this Agreement. If required, insurance shall be procured from insurance carriers with a current A.M. Best's rating of no less than "A VI". NODC shall submit to the County a Certificate of Insurance which shows that it has obtained the required coverage(s). Coverage shall not lapse or be terminated without written notification to the County, delivered electronically or by mail, not less than thirty (30) days prior to any such lapse or termination. NODC agrees to notify the County of any material change of coverage or reduction in limits.

This Agreement ☒ [Does] ☐ [Does not] require commercial general liability insurance. If neither box is checked, commercial general liability insurance is required. If required, the following will apply:

NODC shall procure and maintain during the life of this Agreement commercial general liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;

This Agreement ☐ [Does] ☒ [Does not] require automobile liability insurance. If neither box is checked, automobile liability insurance will be required. NODC shall procure and maintain during the life of this Agreement automobile liability insurance covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident. Sole proprietors may provide coverage on a Personal Auto Policy in lieu of a Commercial Auto coverage form.

This Agreement ☐ [Does] ☒ [Does not] require Professional Liability insurance coverage. If neither box is checked, the Agreement does require this coverage. NODC shall procure and maintain during the life of this Agreement professional liability insurance of \$1,000,000 per claim and in the aggregate. Insurance

shall have a retroactive date before the date of commencement of services and shall remain in effect for the term of this Agreement plus three years.

14. Force Majeure

Neither NODC nor the County shall hold the other party responsible for damages or delay in performance caused by acts of god, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

15. Standard of Care

NODC shall perform its work to conform to generally accepted professional standards. NODC shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all deliverables prepared under this Agreement. NODC shall, without additional compensation, correct or revise any errors or omissions in such deliverables. The County's approval of deliverables shall not relieve NODC of responsibility for the adequacy or accuracy thereof. NODC shall remain liable for damages and costs incurred by the County to the extent arising from NODC's errors, omissions or negligent performance of services furnished under this Agreement.

16. Competitive Specification

This Agreement ☐ [Does] ☒ [Does not] require development of plans or specifications. If required, the following paragraph shall apply:

Consultant shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques. Consultant shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a specific outcome or to provide for necessary interchangeability of parts and equipment. Consultant shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

17. Time

Time is of the essence in the performance by NODC of the services required by this Agreement. NODC shall complete its services within the milestones set forth in the project schedule. NODC shall also address issues which may result in completion beyond the established schedule or budget.

18. Assignability

NODC shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the County.

19. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the County for cause when the County deems continuation to be detrimental to its interests or for failure of NODC to perform the services specified in the Agreement. The County may terminate this Agreement at any time for its convenience in which case it shall provide notice to NODC and reimburse NODC for its costs and fees incurred prior to the notice of termination. This agreement may be terminated by NODC at any time with 30 days' notice. The provisions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of performance or termination of this Agreement shall so survive. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement.

20. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The County reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and NODC agrees to such joinder, so that all



disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Clallam County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

21. Extent of Agreement

This Agreement represents the entire and integrated understanding between NODC and the County and may be amended only by written instrument signed by both NODC and the County.

22. Order of Precedence

The provisions of this Agreement are complimentary and shall be interpreted to give effect to all of its provisions. Any inconsistency in this Agreement shall be resolved in the following order of precedence:

- A. Consultant Services Agreement including Terms and Conditions, as modified by the latest amendment.
- B. Remaining attachments to the Consultant Services Agreement:

AGREED

This agreement is expressly conditioned upon the Terms and Conditions and any Attachments attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.



DATED this ____ day of _____, 2022.

RECIPIENT

By: 

Print Name: Karen Affeld

Its: Executive Director

DATED this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

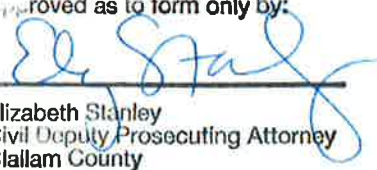
RANDY JOHNSON, Commissioner

BILL PEACH, Commissioner

ATTEST:

L. Gores, Clerk of the Board

Approved as to form only by:


Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County