



## WORK SESSION

### BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4<sup>th</sup> Street, Room 160

Port Angeles, Washington

Tuesday, February 21, 2023 at 9 a.m.

#### **Board Room is OPEN for in person attendance.**

Board of Clallam County Commissioner meetings will also be available virtually at:

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

**Due to technical difficulties, Granicus livestream will not be available for meetings for the week of February 20-24, 2023.**

Public comment can be directed to the Clerk of the Board at 360-417-2256 or [Loni.Gores@clallamcountywa.gov](mailto:Loni.Gores@clallamcountywa.gov)

#### **Administration – 9 a.m.**

- 1 Calendar/Correspondence
- 2 Agreement with Sebris Busto James for legal counsel and representation
- 3 Call for hearing to be held Tuesday, March 14, 2023 at 10:30 a.m. regarding sale of surplus property
- 4 Pre-application questionnaire with the Port of Seattle for 2023 Tourism Marketing Support Program 23-06 Grant
- 5 Pre-application questionnaire with Olympic Peninsula Visitor's Bureau for the Olympic Peninsula Visitor's Bureau (OPVB) 2023 Tourism Enhancement Grant
- 6 GIS update

#### **Board of Commissioners**

- 7 Resolution appointing Rachel Anderson to the Housing Solutions Committee
- 8 Resolution appointing Vicki Lowe to the Homeless Task Force
- 9 Agreement with Olympic Consortium for workforce development
- 10 Legislative Session update

#### **General Discussion/Items for Future Agendas**

- Department of Transportation Highway 101 Project discussion (March 13)
- Department of Natural Resources Meeting (March 20 at 1 p.m.)
- Marine Resources Committee project update (March 27)
- Joint Meeting with City of Sequim (March 27 at 5 p.m. at the City of Sequim)
- Feiro Marine Life Center Update (April 3)
- Joint Meeting with Port of Port Angeles (April 24 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.



2  
FEB 21 2023

## AGENDA ITEM SUMMARY

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

**Department: Human Resources**

**WORK SESSION**    ☒ **Meeting Date: 2/14/2023**

**REGULAR AGENDA**    ☒ **Meeting Date: 2/28/2023**

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

**Item summary:**

- |                                           |                                                                                   |                                      |
|-------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # 461.23.01 |                                      |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                                             | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                                          | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

This is a continuation of the PSA with Sebris Busto James (SBJ) (2017 to present), the new agreement will have the effective dates of 1/1/2023 – 12/31/2024.

**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 estimated costs for these services have been allocated in the 2023 budget.

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

**County Official signature & print name:**  Rich Sill

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

**Relevant Departments:** Human Resources/County-Wide

**Date submitted:** 2/14/2023

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



## PERSONAL SERVICES AGREEMENT

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

Name: Sebris Busto James  
Address: 15375 SE 30<sup>th</sup> Place, Suite 310  
Bellevue, WA 98007  
Phone N<sup>o</sup>: 425.454.4233

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the 1<sup>st</sup> day of January 2023 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 31st day of December 2024.

IN WITNESS WHEREOF, the parties have executed this Agreement on this        day of        20        .

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Matthew W. Lynch

\_\_\_\_\_  
Mark Ozias, Chair

Print name: Matthew W. Lynch

Title: Shareholder

Date: February 13, 2023

ATTEST:

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

\_\_\_\_\_  
Loni Gores, Clerk of the Board

Originals: BOCC  
Vendor  
Initiating Department  
Copies: 5

**SCOPE OF WORK**

The Contractor shall provide legal counsel and representation of the political subdivision know as Clallam County and the County's elected officials and other personnel with respect to and in the course of labor negotiations with the collective bargaining units listed below and as requested by the Clallam County Board of County Commissioners [(or the Board's authorized designee (s))] periodically, except insofar as such action of representation is inconsistent with RCW 36.32.220. Contractor is retained pursuant to the terms of this Personal Services Agreement based, in part, on the expertise, experience and knowledge of Matthew W. Lynch, a shareholder of the Contractor.

- International Brotherhood of Teamsters Local 589
- The American Federation of State, County and Municipal Employees/Washington State ("AFSCME-WA") Council 2, Local 1619-S (Sheriff's Patrol Sergeants)
- AFSCME-WA, Council 2, Local 1619-CS (Corrections Sergeants)
- AFSCME-WA, Council 2, Local 1619-LC (Sheriff's Employees)
- AFSCME-WA, Council 2, Local 1619-C (Corrections Deputies)
- AFSCME WA, Council 2, Local 1619-D (Sheriff's Patrol Deputies)
- AFSCME-WA, Council 2, Local 1619-MP (Management and Professional Employees) and the
- Prosecuting Attorneys Association

As well as any other collective bargaining units either certified by the Public Employment Relations Commission (PERC) or voluntarily recognized by the County during the term of this Contract.\

The services requested of the Contractor and to be provided by the Contractor may also include employment related risk management, pre-loss legal advice, consultation and representation if authorized by the County Administrator or the Director of Human Resources & Risk Management.

Matthew W. Lynch shall whenever possible be the lead counsel providing legal representation to the County under the terms and obligations of this Agreement. However, Mr. Lynch shall have full discretion to delegate specific tasks to other persons employed by or engaged (e.g., experts) by his law firm.

All services provided by or through Matthew W. Lynch and/or the Sebris Busto James law firm may be directed, overseen and/or managed collaboratively by the Clallam County Prosecuting Attorney as the statutory legal counsel for and of the County on such basis as the Contractor, the Prosecuting Attorney, the County Administrator and/or Human Resources Director may define and refine periodically.

Contract may communicate with and contact the Bullard Law Firm and/or C. Akin Blitz with respect to background information, Institutional knowledge, records, documents or other data relating to the legal representation Bullard Law firm provided to the County prior to execution of this Agreement and the Bullard Law Firm shall comply with all reasonable requests for information, records, documents, documents or date that the Contractor may make of it. Nothing in this program shall be deemed to be a waiver of the attorney-client privilege with respect to any information, records, documents or data transmitted or forwarded from Bullard Law to the Contractor.

**COMPENSATION**

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

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

**OR**

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

| <b><i>Name/Position</i></b> | <b><i>Hourly Rate</i></b> |
|-----------------------------|---------------------------|
| Jeffrey A. James            | \$425                     |
| Judd H. Lees                | \$415                     |
| M. Edward Taylor            | \$395                     |
| Jillian Barron              | \$380                     |
| Darren A. Feider            | \$380                     |
| Matthew W. Lynch            | \$300                     |
| Jennifer Parda-Aldrich      | \$335                     |
| Jason Rossiter              | \$330                     |
| Tina M. Aiken               | \$305                     |
| Adam Vergne                 | \$305                     |
| Matt Kelly                  | \$265                     |
| Mariya Khilyuk              | \$265                     |
| Tana Daugherty              | \$180                     |
| Christy Kirchmeier          | \$170                     |

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

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

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

**2. AND**

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

**OR**

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

**OR**

☐ **c.** Other (specify):

**GENERAL CONDITIONS**

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

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

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

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

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

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

5. **No Guarantee of Employment.** The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.
6. **Regulations and Requirements.** This Agreement shall be subject to all federal, state, and local laws, rules, and regulations.
7. **Right to Review.** This contract is subject to review by any federal or state auditor. The County shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County Project Manager. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials that the County deems pertinent to the

Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Clallam County, State of Washington, upon request, during reasonable business hours.

8. Modifications. Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
9. Termination for Default. If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. Mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor agrees to bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

10. Termination for Public Convenience. The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.
11. Termination Due to Insufficient Funds. If sufficient funds for payment under this contract are not appropriated or allocated or are withdrawn, reduced, or otherwise limited, the County may terminate this contract upon five (5) days written notice to the Contractor. No penalty or expense shall accrue to the County in the event this provision applies.
12. Termination Procedure. The following provisions apply in the event that this Agreement is terminated:
  - (a) The Contractor shall cease to perform any services required hereunder as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination, if any.
  - (b) The Contractor shall provide the County with an accounting of authorized services provided through the effective date of termination.
  - (c) If the Agreement has been terminated for default, the County may withhold a sum from the final payment to the Contractor that the County determines necessary to protect itself against loss or liability.
13. Defense and Indemnity Agreement.
  - (a) The Contractor agrees to hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability,

loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property (including loss of use thereof) or business (including economic loss), caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

(b) With regard to any claim against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is clearly agreed and understood by the parties to the Contract that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties as is required by RCW 4.24.115, and that the provisions of this Section will be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work under the Contract.

(c) The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
  - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.
- In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

(c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.
22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name: Rich Sill

Title: County Administrator | HR Director

Address: 223 E 4<sup>th</sup> Street, Suite 4, Port Angeles, WA 98362

Telephone: 360.417.2242

E-mail: [rich.sill@clallamcountywa.gov](mailto:rich.sill@clallamcountywa.gov)

Fax: 360.417.2550

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.

26. No Third Party Beneficiaries. This agreement is intended for the benefit of only the County and Contractor. This agreement does not confer any benefits, rights, or privileges upon any third party.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as the Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the person executing the Agreement on behalf of the Contractor at the address identified on the signature page.
30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
  - (a) Applicable federal, state, and local statutes, ordinances, and regulations;
  - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
  - (c) Special Terms and Conditions (Attachment D); and
  - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration, or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

**SPECIAL TERMS AND CONDITIONS**

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

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

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

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



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

- ☒ **COMMERCIAL GENERAL LIABILITY:**

|                                |                            |
|--------------------------------|----------------------------|
| Bodily injury, including death | \$1,000,000 per occurrence |
|                                | \$2,000,000 aggregate      |
| Property damage                | \$1,000,000 per occurrence |
|                                | \$1,000,000 aggregate      |
- ☒ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY** with an Extended Reporting Period Endorsement (two year tail) \$1,000,000 per occurrence
- ☒ **WORKERS COMPENSATION:** Statutory amount

- ☒ **AUTOMOBILE:** coverage on owned, non-owned, rented and hired vehicles
- |                                           |                            |
|-------------------------------------------|----------------------------|
| Bodily injury, liability, including death | \$1,000,000 per occurrence |
|                                           | \$2,000,000 aggregate      |
| Property damage liability                 | \$1,000,000 per occurrence |
|                                           | \$2,000,000 aggregate      |
- ☐ **BUSINESS AUTOMOBILE LIABILITY:** \$ per occurrence

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

Any such policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement shall be primary over any third party liability coverage provided to Clallam County by and through its membership in the Washington Counties Risk Pool or WCRP. The third party liability coverage provided by the WCRP to Clallam County shall be non-contributory with respect to any policy of insurance the Contractor is required to obtain and maintain pursuant to this Agreement. The County shall have no obligation to report occurrences unless a claim or lawsuit is filed with it and the County has no obligation to pay any insurance premiums.

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

If the proof of insurance or certificate of coverage indicating the County is an "additional insured" to a policy obtained by the Consultant in order to comply with this agreement refers to an endorsement (by number, abbreviation or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County within 30 days of the execution of this Agreement.

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

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



## AGENDA ITEM SUMMARY

3  
FEB 21 2023

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

**Department:** Sheriff

**WORK SESSION** ☒ **Meeting Date:** 2/21/23

**REGULAR AGENDA** ☒ **Meeting Date:** 2/28/23

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

**Item summary:**

- |                                                      |                                                                            |
|------------------------------------------------------|----------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract #               |
| <input type="checkbox"/> Resolution                  | <input type="checkbox"/> Proclamation <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance             | <input type="checkbox"/> Final Ordinance <input type="checkbox"/> Other    |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

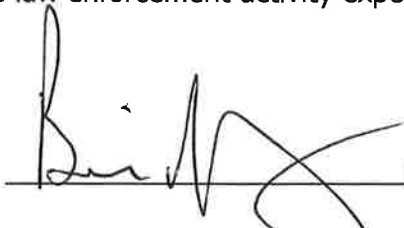
Pursuant to the Clallam County Superior Court judgement granting ownership of the real property located at 4803 Nicholas Rd in Port Angeles WA, also known in the Clallam County records as Assessor's Parcel Number 0630095900900 and Property ID Number 64326, to Clallam County on September 30, 2022, case #21-2-00151-05 and the requirements on property disposition seized via RCW 69.50.505, the Sheriff's Office would like to declare surplus the aforementioned property as they have no use for it. The process for declaring property surplus and disposing of surplus property is set forth in Chapter 36.34 RCW and Clallam County Administrative Policy 455.

**Budgetary impact:**

RCW 69.50.505 requires a portion of the sale of a forfeited asset to be remitted to the state, and the remainder to be retained by the seizing law enforcement agency for improving or expanding its controlled substance related law enforcement activity. This funding will be deposited into the Sheriff's Office Drug Task Force budget for their future law enforcement activity expenditures.

**Recommended action:**

Board approval of the Call for Hearing.

**County Official signature & print name:**  Brian King, Sheriff

**Name of Employee/Stakeholder attending meeting:** Chief Deputy Bundy, Admin Specialist Waknitz

**Relevant Departments:** Sheriff's Office

**Date submitted:** 2/15/23

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

Agenda Item Nicholas Rd property call for hearing 2023

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

Revised: 3-04-2019



COPY

RESOLUTION \_\_\_\_\_, 2023

CALL FOR HEARING ON THE PROPOSED SALE OF SURPLUS PROPERTY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Sheriff's Office Drug Task Force seized the real property located at 4308 Nicholas Rd in Port Angeles WA, also known in the Clallam County records as Assessor's Parcel Number 0630095900900 and Property ID Number 64326, according to RCW 69.50.505.
2. The Clallam County Superior Court passed judgement granting ownership of said property to Clallam County on September 30, 2022 , case #21-2-00151-05.
3. The Sheriff's Office desires to sell this property at auction since they have no use for it. RCW 69.50.505 requires a portion of the sale of a forfeited asset to be remitted to the state, and the remainder to be retained by the seizing law enforcement agency for improving or expanding its controlled substance related law enforcement activity.
4. Pursuant to Chapter 36.34 RCW and Clallam County Administrative Policy 455, the Board of Clallam County Commissioners has the responsibility to declare property surplus and to approve sale of this property after holding a public hearing to determine the propriety and advisability of such proposed action.

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

1. That a public hearing on the proposed disposal by sale at public auction be held in the Commissioners' meeting room, 223 East 4<sup>th</sup> Street, Room 160, Port Angeles, Washington at 10:30 a.m. on March 14, 2023.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

\_\_\_\_\_  
Randy Johnson

\_\_\_\_\_  
Mike French

ATTEST:

\_\_\_\_\_  
Loni Gores, Clerk of the Board

Publish: March 3 and March 7, 2023  
Bill: Sheriff's Office



4  
FEB 21 2023

## AGENDA ITEM SUMMARY

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

**Department: Parks, Fair, & Facilities**

**WORK SESSION**    ☒ **Meeting Date: 2.21.2023**

**REGULAR AGENDA**    ☐ **Meeting Date:**

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

**Item Summary:**

- |                                           |                                                                                                                       |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract #                                                          |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation <input type="checkbox"/> Budget Item                                            |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance <input checked="" type="checkbox"/> Other: Port of Seattle Grant Application |

Documents exempt from public disclosure are attached:    ☐

**Executive summary:**

**Port of Seattle 2023 Tourism Grant Application**

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

THE FUNDS FOR THIS ARE ALREADY ALLOCATED THIS ONLY EXPANDS SERVICE

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

Sign Application

**County Official signature & print name:**  Don Crawford, Director

**Name of Employee/Stakeholder attending meeting:** DON CRAWFORD

**Relevant Departments:** Board of Commissioners, Parks, Fair & Facilities Department

**Date submitted:**

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

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

# Clallam County

## Grant Application Information

DEPARTMENT: **Parks, Fair, & Facilities**

DATE SUBMITTED TO W/S: **2.15.2023**

GRANT NAME:

APPLICATION DEADLINE: **February 23, 2023**

### **2023 TOURISM MARKETING SUPPORT PROGRAM 23-06**

ISSUING AGENCY: **Port of Seattle**

IS THIS A RENEWAL? **NO**

LENGTH OF GRANT: **One Year**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **\$10,000**

ANNUAL AMOUNT : **\$10,000**

MATCH REQUIRED? **25%**

MATCH AMOUNT: **\$2,500**

#### **DESCRIPTION OF GRANT AND PURPOSE:**

Support Advertising of County Fair

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

Generate increased revenue to minimize county operational funding requirements

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

Yes

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

Increases existing service

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

Attendance Tracking of 2023 Fair

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

No

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

Match will come from existing advertising budget.

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

N/A

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

N/A

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

Yes

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

No Negative Impacts

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

No

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

No

**WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.**

The County will need to follow the formal acceptance process to allocate for the revenue and expense.

**OTHER COMMENTS**



**ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE**

**APPROVAL**

**Rich Sill, ADMINISTRATOR**

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

## 2023 TOURISM MARKETING SUPPORT PROGRAM

### Project Proposal Requirements

**On separate letter-sized (8.5 x 11) paper (maximum of four pages only for proposal) please describe, in detail, each of the following three sections in your proposal.**

#### 1. Project Description

- a. Summarize the details of your **NEW** tourism proposed project for 2023. Include:
  - Project goals
  - Scope of work
  - Project schedule including milestones and deadline dates
  - Metrics / measurable outcomes, including tracking out-of-state target markets
- b. Explain how your project supports the Port's business objectives by:
  - Increasing the number of out-of-state visitors utilizing Port facilities: SEA International Airport, cruise terminals, and/or recreational marinas
  - Increasing traveler expenditures within WA State

#### 2. Collaboration

Are other jurisdictions, such as destination marketing organizations (DMOs), counties, cities, port districts, Native American nations, state/federal agencies, public sector event organizations, non-profit organizations, or travel-related trade associations involved in collaboration of this project?

Yes/No? If yes, please list each organization name and each organization's confirmed match funding amount.

#### 3. Funds – Port and Match Funds Requirements

- a. What is the dollar amount you are requesting from the Port (\$10,000 maximum)?
- b. What is your confirmed match fund amount (minimum required is 50% of requested Port funds)?

The program requires a two-to-one match; for example, for \$2.00 of actual Port fund expenditures, an actual match fund expenditure of \$1.00 is required. In this example, **ONLY** 25% (\$0.25) of the actual \$1.00 match fund expenditure amount may be identified in the final report as staff time (project management, administration, and oversight) on approved projects.

## 2023 TOURISM MARKETING SUPPORT PROGRAM

### Program Overview

#### Summary

The Tourism Marketing Support Program offers applicants up to \$10,000 in funds (2:1 match requirement) for tourism-related projects that drive out-of-state visitation. Projects can include marketing for destinations, events, attractions and more.

#### Organization Eligibility

The program is open to Washington State chambers of commerce, convention and visitor bureaus (CVBs), destination marketing organizations (DMOs), government entities such as counties, cities, port districts, Native American nations, non-profit attractions (museums and cultural interpretive centers) and non-profit organizations which focus on events/activities that attract out-of-state visitors.

**NOTE:** If awarded three years in a row, the organization will need to take a two-year hiatus before applying again.

#### Information Sessions – February 2<sup>nd</sup> or February 9<sup>th</sup>

Join us for a virtual Information Session on February 2, 2023 from 10:00am – 11:00am. To attend, please **[REGISTER HERE!](#)**

Join us for a virtual Information Session on February 9, 2023 from 10:00am – 11:00am. To attend, please **[REGISTER HERE!](#)**

#### Program Guidelines

- A total of \$200,000 is budgeted for this program for 2023. Each applicant is eligible to request a maximum \$10,000.
- A 50% local match funding is required. As an example, for every two dollars (\$2.00) the Port of Seattle contributes, the local organization will be required to contribute at least one dollar (\$1.00).
- Up to 25% of the actual required match fund amount may be identified in the final report as staff time, allocated specifically to the review, management, and oversight of the project; for example, if the actual required match fund is \$5,000, 25% (\$1,250) may be reported as staff time.
- All awarded Port and match fund expenditures must be allocated and spent in 2023.
- A final report, including a summary narrative of scope of work and detailed metrics accomplished, use of the Port logo online and print collateral, and all **paid** invoices as supporting documentation of Port and match fund expenditures will be required (see "Awardee approvals-Final report").
- Collaboration with other in-state organizations is encouraged.
- Proposed projects should focus on out-of-state air travel to Seattle and/or visitor expenditures within WA State by:
  - Increasing the number of out-of-state visitors utilizing SEA International Airport
  - Increasing traveler expenditures within WA State, via use of Port-related facilities – SEA International Airport, cruise terminals, or recreational marinas
- Specific detailed scope of work, timeline, metrics, and outcomes must be **clearly identified** in the application proposal.
- Awardee approvals:
  - Port SEA logo positioning on all project designed promotional materials – online and print
  - **Final report** including:
    - Summary narrative of detailed scope of work accomplished, goals met, and specific/detailed metrics achieved; esp., tracked number of out-of-state visitors

# PORT OF SEATTLE 2023 TOURISM MARKETING SUPPORT PROGRAM

## Program Overview

from target markets

- Demonstrated use of the Port logo on all online and print collateral
- All PAID third-party invoices. All funds must be paid in 2023.
- On Excel spreadsheet, list each paid invoice expenditure in either the Port funds column or the match funds column (2:1 ratio required)

### Sample Projects May Include:

- TV / radio advertising
- Publications: magazines / guides / playbills / brochures / newsletter / flyer
- Online: social media marketing, e-mail marketing, banner ads, website implementation, design or mobile responsiveness (website hosting is not eligible).
- Participation in travel trade shows or travel media events promoting a destination or event
- Hosting travel trade or travel media with the expressed goal of increasing out-of-state visitors to a Washington State destination or event and/or resulting in trackable media coverage of a Washington State destination.
- Marketing of special events and festivals designed to attract out-of-state visitors

### Costs Not Eligible:

- Administrative costs that are associated with an organization's normal day-to-day business operation
- Website hosting
- Entertainment for employees or volunteers of the organization
- Tangible personal property (i.e., office furnishings or equipment, permanent collection of individual pieces of art, etc.)
- Direct funding to acquire, construct, extend and/or maintain a facility
- Activities or materials which violate State or Federal laws and/or Port policies and procedures
- Operational costs of an event, attraction, or activity

### Funds Dispersal

Any and all decisions regarding awarding of funds are at the discretion of the Port of Seattle (POS) and are final. Awarded funds must be allocated and spent in 2023.

### Reporting

POS may request periodic, brief, event/project updates throughout the year. A final report is required for approval (see "Awardee approvals-Final report"). The final report must include a summary, per the executed agreement, of the completed scope of work, metrics, outcomes, demonstrated use of the Port logo, and all **PAID** third-party invoices listed on an Excel spreadsheet as either Port funds or match funds (2:1 ratio required).

Examples of measurable outcomes/metrics, including tracking out-of-state target markets, may include:

- Impressions or reach of a specific advertising campaign in print, radio or online media
- Click-throughs to a visitor website as a result of a specific online marketing campaign or media familiarization tour
- Number of bookings, reservations event tickets sold to out-of-state residents
- Results of a revised or newly created visitor / traveler website that may address user friendliness and/or mobile responsiveness
- Report on detailed results of a destination marketing research conducted
- Results from participation in a travel trade show or media familiarization tours.

# PORT OF SEATTLE 2023 TOURISM MARKETING SUPPORT PROGRAM

## Program Overview

- Creation and implementation results of a brochure or collateral piece developed, including print quantity and distribution
- New tour products generated and results of implementation

### Awardee Notification

We anticipate the applicants will be notified ASAP after the March 9, 2023 Review Selection Committee meeting.

### Application Evaluation/Scoring/Selection

All submitted applications will be evaluated and selected by a Port Review Selection Committee. Following are the scoring criteria:

#### A. Project scope & alignment with the POS stated priorities **50 points**

Points given to the extent that the Application Proposal, as outlined in the Project Description (goals, scope of work, project schedule and measurable metrics/outcomes), meets the POS stated objective:

- Generating additional out-of-state visitor travel to Washington State and/or increasing the potential for nonresident travel-related expenditures within Washington State
- Marketing to increase use of Port owned facilities – SEA International Airport, cruise terminals or recreational marinas

Greater consideration will be given to projects that demonstrate the highest potential for economic impact and value.

#### B. Diversity, inclusion, and responsible tourism **25 points**

Points given to the extent that the Application Proposal includes:

- Marketing to diverse populations of travelers
- Promotion of responsible tourism activities, experiences and attractions related to Indigenous people and people of color
- Promotion of responsible, eco-friendly, sustainable, adventure/nature tourism activities

#### C. Clear identifiable metrics/outcomes **10 points**

Points given to the extent that the Application Proposal **clearly states** metrics/quantifiable outcomes which are aligned with the scope of work description and Port priorities. Greater consideration will be given to metrics/quantifiable outcomes that have the highest potential for economic impact and value.

#### D. Community collaboration **5 points**

Points given to the extent that the Application Proposal clearly demonstrates community collaboration/support by listing aligned organizations and level of secured fund support

#### E. Project sustainability **5 points**

Points given to the extent that the Application Proposal clearly describes the potential for long-term success for increasing visitors and/or visitor expenditures, via use of Port facilities (SEA International Airport, cruise terminals, recreational marinas), for Washington State

#### F. Shoulder season impact **5 points**

Points given to the extent that the Application Proposal is targeted to attracting more out-of-state visitors to Washington State during the shoulder season (defined as November through March)

## Application Addendum

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### Definitions

- **Responsible travel** aims to minimize tourism's negative impacts on the environment and maximize the positive contributions tourism can make to local communities.
- **Ecotourism** is responsible travel to natural areas that conserves the environment, sustains the well-being of the local people, and creates knowledge and understanding through interpretation and education of all involved (visitors and the local community).
- **Sustainable tourism** takes full account of its current and future economic, social and environmental impacts, addressing the needs of visitors, the industry, the environment and host communities.
- **Cultural tourism** is concerned with a country or region's culture – specifically, the lifestyle, history, art, architecture, religion, language and other elements which help to shape or define people geographically and/or historically.
- **Adventure / Nature tourism** involves a physical outdoor activity or activities with the focus on wildlife and environmental conservation.

### Marketing examples

- Promotion of responsible travel activities, experiences and attractions including Indigenous people and people of color
- Inclusive promotion of responsible tourism, eco-friendly, sustainable, and adventure/nature tourism activities
- Diversity promotion of visitation to Washington's National Parks, USFS lands, BLM lands, state park lands
- Promotion of the cultural history of people in a region focusing on their art, architecture, beliefs, and other elements that helped shape their way of life
- Diversity promotion and marketing of tour products that focus on responsible, inclusive hiking journeys
- Diversity promotion and marketing of tour products that focus on responsible and equitable outdoor camping (winter or summer)
- Promotion and marketing of tour products that focus on responsible land wildlife viewing, marine wildlife viewing or birdwatching

## 2023 TOURISM MARKETING SUPPORT PROGRAM Application Form

### PLEASE COMPLETE THE FOLLOWING INFORMATION:

Organization Name:

Federal Tax ID Number:

Contact:

Phone:

Email:

Address:

City, State, Zip:

Website:

Port of Seattle funding request (maximum request is \$10,000 per applicant for 2023):

Will you accept less than 100% of the requested Port of Seattle fund amount?

Yes ☐ No ☐

Comments:

Is your confirmed match funding amount more than the minimum required 50% of Port requested funds?

Yes ☐ No ☐

If yes, what is your total match fund amount?

**PORT OF SEATTLE 2023 TOURISM MARKETING SUPPORT PROGRAM**  
**Application Form**

The Port of Seattle will evaluate all projects for responsible and equitable tourism impact and specifically identify at least \$100,000 of the total budgeted amount of \$200,000 for specific projects; \$50,000 for responsible tourism, eco-friendly, sustainable, adventure/nature tourism projects and \$50,000 for promotion of diversity and inclusion in marketing projects that include tourism activities, experiences or attractions related to Indigenous people and people of color.

To review the guidelines for potential qualification under these criteria, **see Application Addendum.**

Does your project scope of work meet the criteria for responsible tourism and/or diversity inclusion?

Yes ☐ No ☐

If "Yes", briefly explain how your project scope of work qualifies under these criteria:

If selected, will you consider your proposed project to be inclusive and supporting of the State of Washington Tourism's statewide efforts to meet the match funding requirements set by the Washington State Legislature to market Washington State as a tourism destination?

Yes ☐ No ☐

Click here to learn more: <https://industry.stateofwatourism.com/>

**Declaration:** *I HEREBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO THE PORT OF SEATTLE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.*

Signature of Responsible Official:

Name and Title:

Date:

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**DIRECTIONS:**

Please sign the completed two-page Application Form and, together with your Proposal (maximum of four pages for proposal), submit your application.

**Deadline for application form and proposal submittal:**

February 23, 2023 at 2 PM

|                                                                                                             |                                                         |
|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| <br><b>Port of Seattle</b> | <b>2023 TOURISM MARKETING SUPPORT PROGRAM<br/>23-06</b> |
| <b>CPO/PURCHASING</b>                                                                                       |                                                         |

Pier 69  
2711 Alaskan Way  
Seattle, WA 98121  
(PO Box 1209, Seattle, WA 98111-1209)

January 25, 2023

### 2023 TOURISM MARKETING SUPPORT PROGRAM

The Port of Seattle (the "Port") is soliciting applications for the 2023 Tourism Marketing Support Program (hereinafter referred to as the "Program") as specified herein.

#### Instructions

The application process for the Program is provided below in the Program Overview. All Applications are to be submitted to the following Port of Seattle contact.

|                                                                                                                                                                      |                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Buyer Contact:</b><br>Colby Watling                                                                                                                               | <b>Buyer Contact Information:</b><br>Phone: 206.787.5334<br>Email: <a href="mailto:watling.c@portseattle.org">watling.c@portseattle.org</a> |
| <b>Questions Due:</b><br>Questions are frequently covered during the Pre-bid Conference. All questions must be received no later than 10:00 AM on February 10, 2023. |                                                                                                                                             |

**APPLICATIONS ARE DUE FEBRUARY 23, 2023.**  
**APPLICATIONS RECEIVED AFTER FEBRUARY 23, 2023, 2:00 P.M.**  
**MAY NOT BE ACCEPTED.**

| Schedule Overview                    | Date                                      |
|--------------------------------------|-------------------------------------------|
| Notification / Advertisement date    | 1/25/2023                                 |
| Registration for Information Session | See link on Document A – Program Overview |
| Information Session (Virtual)        | 2/2/2023 10-11am and<br>2/9/2023 10-11am  |
| Final questions due to VendorConnect | 2/10/2023 10:00 am                        |
| Application and Proposal due         | 2/23/2023 2:00 pm                         |
| Application Reviews                  | 2/24/2023-3/14/2023                       |
| Notification of Award                | 3/15/2023                                 |
| Contract execution                   | 3/16/2023-4/15/2023                       |
| Final report due                     | Contract Dependent                        |

NOTE: IN ORDER TO MAXIMIZE THE TIME AVAILABLE FOR THE Awardee to perform the awarded work, it is essential all contract documents need to be returned within 30 days of issuance.

## PROGRAM OVERVIEW

### Organization Eligibility

Washington State chambers of commerce, convention and visitor bureaus (CVBs), destination marketing organizations (DMOs), government entities such as counties, cities, port districts, Native American nations, non-profit attractions (museums and cultural interpretive centers) and non-profit organizations which focus on events/activities that attract out-of-state visitors.

**NOTE: If awarded three years in a row, then the organization needs to take a two-year hiatus before applying again.**

### Information Session

Join us for a virtual Information Session on **February 2, 2023, from 10:00 -11:00 AM and / or February 9, 2023, from 10:00 – 11:00 AM**. To attend, please register using the link on Document A Program Overview, for your preferred session!

- See document A. Program Overview.
- Complete and submit document B. Application Form.
- Review document C. Application Addendum.
- Review document D. Project Proposal Requirements and submit Project Proposal.

**NOTE: All applications must contain a project proposal to be eligible**

### Submittal Instructions

The Port is requiring electronic submittals for this application. Hard copy submittals may not be accepted.

Submittals must be delivered through e-mail to [e-submittals-purch@portseattle.org](mailto:e-submittals-purch@portseattle.org). It is the responsibility of the Applicant to ensure timely delivery of submittals.

1. The e-mail submittal shall include "**APPLICATION – 23-06 [Entity Name]**" in the subject line of the submittal e-mail.
2. Late submittals may not be evaluated.
3. All submitted Documents shall become the property of the Port of Seattle at the time of application opening.
4. Applications must include:
  - a. Complete and signed document B. Application Form
  - b. Project Proposal (see document D. Project Proposal Requirements)

**\*\*\*SAMPLE AGREEMENT – S-00320XXX\*\*\***

THIS AGREEMENT is between the Port Seattle (the "Port") and \_\_\_\_\_ (the "Vendor"), who, in consideration of the mutual promises contained herein, agree:

**1. PROGRAM**

Vendor shall furnish the Program specified or indicated in the Agreement Documents which are generally described as Agreement for Promotion Program s (hereinafter also referred to as the "Program") as specified herein.

**2. AGREEMENT TIME**

The initial term of this Agreement shall commence on the date of execution by the Port and shall not extend beyond [December 31, 2023].

**3. AGREEMENT RATES**

Payment will be made on a firm fixed price (lump sum) basis in accordance with the mutually agreed upon Milestones and Schedule of Fees set forth in the Scope of Work/Specific Requirements, Attachment B. The total potential compensation payable to Vendor shall not exceed \$X,XXX.XX. Said compensation shall fully compensate Vendor for all risk, loss, damages, or expense of whatever character arising out of the nature of the Program or the prosecution thereof; and for all expenses incurred in the consequence of the suspension or discontinuance of the Program as specified under this Agreement.

**4. ORDER OF PRECEDENCE**

The provisions of this Agreement are complimentary and shall be interpreted to give effect to all of its provisions. The Agreement Documents set forth below represent the entire and integrated Agreement between the Port of Seattle and [ENTITY NAME]. Any inconsistency in the Agreement Documents shall be resolved in the following order of precedence:

1. Agreement Amendments Executed after Agreement Award
2. The Agreement
3. General Conditions, Attachment A
4. Successful Application and Project Scope of Work, Attachment B

The Agreement Documents set forth above represent the entire and integrated Agreement between the parties hereto.

The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to the Port and Vendor.

PORT OF SEATTLE

NAME OF ORGANIZATION

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Dated*

\_\_\_\_\_  
*Dated*

Address for Giving Notice:

Address for Giving Notice:

Port of Seattle, CPO - Procurement

P.O. Box 1209

Seattle, WA 98111

Phone (206) 728-5615

\_\_\_\_\_  
Email:

\_\_\_\_\_  
Phone:

## **ATTACHMENT A - GENERAL CONDITIONS**

**GC-1 TITLES OR HEADINGS:** The titles or headings of the sections, divisions, parts, articles, paragraphs, or subparagraphs, of the Contract Documents are intended only for convenience of reference and shall not be considered as having any bearing on the interpretation of the text.

**GC-2 ABBREVIATIONS:** Abbreviations may be utilized throughout the Contract Documents. Any such abbreviation, unless well-known technical, trade meaning commonly understood in the Vendor's industry, will be defined in the particular portion of the Contract Documents where it is used.

### **GC-3 INDEMNIFICATION AND HOLD HARMLESS:**

A. Vendor shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this Contract (including, without limitation, product liability claims by persons who may subsequently purchase the Services from the Port, claims for patent, trademark, copyright, trade or franchising infringement, and from all claims arising from Vendors failure to comply with paragraphs GC-5, GC-6, GC-14 of these General Conditions); Provided, however, if and to the extent that these General Conditions are construed to be relative to the construction, alternation, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (1) the Port, and (2) Vendor, its agents, or its employees, it is expressly agreed that Vendor's obligations of indemnity under this paragraph shall be effective only to the extent of Vendor's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require Vendor to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

B. In any and all claims against the Port, by any employee of Vendor, its agent, anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable, the indemnification obligation of subparagraph "A" above shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for Vendor, or other person under applicable industrial insurance laws (including, but not limited to Title 51 of the Revised Code of Washington), it being clearly agreed and understood by the parties hereto that Vendor expressly waives any immunity Vendor might have had under such laws. By executing the Contract Vendor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

C. Vendor shall pay all attorneys' fees and expenses incurred by the Port in establishing and enforcing the Port's right under this paragraph, whether or not suit was instituted.

**GC-4 COMPLY WITH ALL LAWS:** The Vendor shall at all times comply with all federal, state and local laws, ordinances and regulations, including but not limited to those environmental laws and other laws listed in the Contract Documents and other laws referred to herein, which in any manner apply to the performance of this Contract. Such compliance shall include, but is not limited to, the payment of all applicable taxes, royalties, license fees, penalties, and duties.

**GC-5 NON-DISCRIMINATION AND EQUAL EMPLOYMENT:** During the performance of this Contract, the Vendor, for itself, its assignees, and successors in interest agrees to comply with the requirements of the following non-discrimination statutes and authorities which are hereby

incorporated; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- C. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- D. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- E. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- F. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Vendors, whether such programs or activities are Federally funded or not);
- G. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- H. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- I. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- J. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- K. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

**GC-6 NON-DISCRIMINATION POLICY:** It is the basic policy of the Port of Seattle to provide equal opportunity to the users of all Port services and facilities and all contracting entities. Specifically, the Port will not tolerate discrimination against any persons on grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers’ compensation use, transgender status, political beliefs, or any other protected status, as guaranteed by local, state and federal laws. The equal opportunity principles in employment and subcontracting described in this policy shall apply to the Port’s employees, customers, consultants, Vendors, and suppliers to the extent possible as required by law. Submission of a properly executed Contract constitutes a contractual commitment to the terms of this resolution.

**GC-7 CONTRACT TIME:** All time limits stated in the Contract Documents, specifically including the

Contract Time, are of the essence of this Contract. While the Buyer may, in certain circumstances, provide a written extension, reduction or waiver of certain time limits, the Contract Time may be extended or reduced only by Amendment.

#### **GC-8 EXTENSIONS OF CONTRACT TIME; COMPENSATION:**

A. Force Majeure. If an extension of Contract Time is warranted as a result of force majeure, Vendor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics, war, riot, delay in transportation or railcar transport shortages PROVIDED VENDOR NOTIFIES THE PORT, IMMEDIATELY IN WRITING OF SUCH PENDING OR ACTUAL DELAY. The extension of Contract Time will be limited to the period of time the Port determines the procurement was delayed/extended. All decisions by the Port regarding extensions of time shall be final.

B. Reasonable Delays. The Vendor should anticipate that some reasonable delays, including those caused by normal weather patterns, will occur. The Vendor shall not be entitled to any compensation, damages, or extension of the Contract Time for such reasonable delays.

C. Non-Excusable and Non-Compensable Delays. Delays in the prosecution of the Services that could have been avoided by the exercise of due care, coordination and diligence on the part of the Vendor, its suppliers are neither excusable nor compensable under the Contract. No extension of Contract Time or increase in the Contract Sum shall be allowed for any claimed delay that is caused by or results from the breach, fault, negligence, or collusion of the Vendor, or its suppliers.

#### **GC-9 AUDITS AND RETENTION OF RECORDS:**

A. The Port or its designee and other authorized representatives of the State of Washington shall have the right to inspect, audit or copy documents for the evaluation and determination of any issue related to the Contract or to the Vendor's performance thereunder, specifically including but not limited to any Claims brought by the Vendor or any supplier at all reasonable times.

B. For the above-referenced purpose, all of the documents related to this Contract shall be open to inspection, audit, or copying by the Port or its designee:

- During the Contract Time;
- For a period of not less than six (6) years after the date of Contract Completion or termination of the Contract; and
- If any Claim, audit, or litigation arising out of, in connection with, or related to this Contract is initiated, all documents and records shall be resolved or completed, whichever occurs later.
- The Vendor shall retain the documents related to this Contract for the periods required above. The Vendor shall also ensure that the documents of all suppliers shall be retained and open to similar inspection or audit for the periods required above by incorporating the provisions of this Audit Paragraph into any agreements with suppliers related to this Contract.

C. The Vendor, its suppliers shall make a good faith effort to cooperate with the Port and its designees when the Port gives notice of its need to inspect or audit documents.

D. The cost of the audit shall be borne by the Port unless the results of such audit reveal a discrepancy of more than two percent (2%) reported in accordance with the Concession Fees requirement of the Agreement for any twelve (12) month period. In the event of such discrepancy, the full cost of the audit shall be borne by the Vendor, and Vendor shall promptly pay all additional fees owing to the Port. No additional compensation will be provided to the Vendor, its

suppliers for time or money spent in complying with the requirements of this Audit Paragraph. If the Vendor is formally dissolved, assigns or otherwise divests itself of its legal capacity under this Contract, then it shall notify the Port and preserve all documents, at its expense, as directed by the Port.

E. In the event that Vendor's books of accounts are not maintained in the Puget Sound region, they shall be made available for audit locally within five (5) business days of a request by the Port, or Vendor shall pay in full, any travel and related expenses of Port representative(s) to travel the location outside the Puget Sound region. In addition, The Port shall have the right to conduct a "surprise" audit not more frequently than twice every twenty-four months, and, in the event that Vendor's books and records are not maintained locally, Vendor shall further pay in full, any travel and related expenses of the Port representative(s) to travel the location outside the Puget Sound region for such "surprise" audit.

F. This Audit Paragraph shall survive for six (6) years after the termination or expiration of this Contract, or conclusion of all Claims, audits or litigation, whichever occurs later.

#### **GC-10 TERMINATION:**

A. **TERMINATION FOR CONVENIENCE:** Either party may terminate this Contract at any time for any reason, by giving the other party thirty (30) days' written notice. In the event the vendor has completed any portion of the Project by the time it receives the Port's notice of termination, the Port shall pay Vendor the percentage of funds attributable to the Vendor's completed portion of the project.

B. **TERMINATION FOR DEFAULT:** Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Vendor, the Port shall be entitled, by written or oral notice to the Vendor, to terminate the Agreement for breach of any of the terms and to have all other rights against the Vendor by reason of the Vendor's breach as provided by law.

**GC-11 REMEDIES:** Any decisions by the Port to pursue any remedy provided for in paragraph GC-10 herein shall not be construed to bar the Port from the pursuit of any other remedy provided by law or equity in the case of similar, different, or subsequent breaches of this Contract.

**GC-12 WAIVER:** Failure at any time of the Port to enforce any provision of the Contract shall not constitute a waiver of such provision or prejudice the right of the Port to enforce such provision at any subsequent time. No term or condition of this Contract shall be held to be waived, modified or deleted except by a written Amendment signed by the parties hereto.

**GC-13 PARTIAL INVALIDITY:** If any provision of this Contract is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.

**GC-14 PUBLIC DISCLOSURE:** Vendor acknowledges that the PORT may be required to disclose information provided by Vendor pursuant to the Washington State Public Disclosure Act (RCW Chapter 42.56). The PORT will determine whether any requested documents should be disclosed. In no event shall the Port be liable to Vendor for any disclosure of documents and information, including work product, excluded inventions and intellectual property rights it deems necessary to disclose under the law.

**GC-15 GOVERNING LAW/VENUE:** The laws of the State of Washington shall govern disputes concerning this Contract and the venue of any action relating hereto shall be in the Superior Court for the County of King, State of Washington.

**GC-16 SUBCONTRACTING/ASSIGNMENT:** Vendor shall not assign, transfer, or novate any part of this Agreement or any interest therein, nor shall this Agreement or any interest there under be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise without the

advance written consent of the Port.

**GC-17 SERVICE OF NOTICES BY OR ON THE VENDOR:** Any written notice required under the Contract to be given by or to the Vendor may, at the option of either party, be served on or by the Vendor by Electronic Transmission, personal service, certified or registered mail, or recognized overnight courier. Delivery of the notice will be made to the last address provided in writing to the Buyer. Notices shall be deemed delivered: (i) when sent through via Electronic Transmission, (ii) when personally delivered; (iii) on the third day after mailing when sent by certified or registered mail and the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing; or (iv) on the first business day after deposit with a recognized overnight courier if deposited in time to permit overnight delivery by such courier as determined by its posted cutoff times for receipt of items for overnight delivery to the recipient.

**GC-18 EXECUTION OF THE AGREEMENT FORM:** The Contract is not binding upon the Port until the Contract is fully executed. No Proposer shall have a right, interest or claim with respect to the Contract or the Services until the Contract is fully executed. After being executed by the Port, the Vendor will receive a copy of the Agreement Form. Services prosecuted prior to the full execution of the contract is at the sole risk of the Vendor.

End of Attachment A - General Conditions

## Successful Application and Project Scope of Work Attachment B



## AGENDA ITEM SUMMARY

5  
FEB 21 2023

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

Department: Parks, Fair, & Facilities

WORK SESSION ☒ Meeting Date: 2.21.2023

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: OPVB Grant Application

Documents exempt from public disclosure are attached: ☐

### Executive summary:

#### OPVB 2023 Tourism Grant Application

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

NO IMPACT

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

Sign Application

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting: DON CRAWFORD

Relevant Departments: Board of Commissioners, Parks, Fair & Facilities Department

Date submitted:

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

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

# Clallam County

## Grant Application Information

DEPARTMENT: **Parks, Fair, & Facilities**

DATE SUBMITTED TO W/S: **2.15.2023**

GRANT NAME:  
**OPVB 2023 Tourism Enhancement Grant**

APPLICATION DEADLINE: **March 7<sup>th</sup> 2023**

ISSUING AGENCY: **OPVB**

IS THIS A RENEWAL? **NO**

LENGTH OF GRANT: **One Year**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **\$7,500**

ANNUAL AMOUNT : **\$7,500**

MATCH REQUIRED? **No**

MATCH AMOUNT: **N/A**

**DESCRIPTION OF GRANT AND PURPOSE:**

Support Advertising of County Fair

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

Generate increased revenue to minimize county operational funding

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

Yes

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

Increases existing service

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

Attendance Tracking of 2023 Fair

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

No

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

N/A

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

N/A

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

N/A

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

Yes

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

No Negative Impacts

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

No

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

No

**WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.**

The County will need to follow the formal acceptance process to allocate for the revenue and expense.

**OTHER COMMENTS**



**ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE**

**APPROVAL**

**Rich Sill, ADMINISTRATOR**

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



Olympic Peninsula Visitor Bureau  
PO Box 670 • 618 S. Peabody St. Suite F  
Port Angeles, WA 98362  
360-452-8552 • [director@OlympicPeninsula.org](mailto:director@OlympicPeninsula.org)

RECEIVED

FEB 13 2023

## Clallam County Tourism Enhancement Grant 2023 - Grant Program Guidelines

### Objective

The **Olympic Peninsula Visitor Bureau (OPVB)** receives funding from room tax revenues generated in unincorporated Clallam County and bears an obligation to promote and enhance lodging nights in and for unincorporated Clallam County. The Tourism Enhancement Fund is designed to encourage tourism-related projects/events in Clallam County that attract overnight visitors.

### Funds Available

The total Tourism Enhancement grant funds available in 2023 are \$125,000. To facilitate as many qualified projects/events as possible, grant funding usually will not exceed \$7,500 per project/event. Additionally, there is a cap of \$15,000 per annum per applicant organization.

### Appropriate Uses

The Washington State Legislature sets the rules regarding uses of lodging tax funds. The Legislature has indicated that these funds are to be used solely for tourist promotion, support and operations of special events, and for the acquisition and/or maintenance of tourism-related facilities as specified in [RCW 67.28.1816](#). The OPVB prioritizes use of Tourism Enhancement Grant funds for tourism promotion/marketing and support of appropriate special events. (For large-scale events, special projects and/or tourism infrastructure improvements, please apply directly to the Clallam County [LTAC](#))

### Ineligible Activities

1. Expenses incurred prior to award date. (Some exceptions may apply.)
2. On-going expenses of web site hosting and web site maintenance.
3. Lobbying and other political activities or initiatives.
4. Research and feasibility studies.
5. Routine operating and administrative expenses, including staff and salaries.
6. Major capital expenditures.
7. Purchased or Leased equipment.
8. Mortgage or rental payments.
9. Projects/events that promote one specific individual private business.

### Application Guidelines

1. Grant applications will be reviewed by the OPVB Board of Directors at their scheduled meetings (noted below), until available funds are spent for the year.
2. Grant applications **must be submitted** for consideration by 5:00pm PST on the **due dates outlined below**, prior to a scheduled Board meeting, usually the third Thursday of the month. 2023 deadlines are:

| Grant Applications DUE    | Grant Committee Review By | OPVB Board Meeting (tentative) |
|---------------------------|---------------------------|--------------------------------|
| March 7                   | March 14                  | March 16                       |
| June 6                    | June 13                   | June 15                        |
| November 7 (for Q1 2024*) | November 14 *             | November 16*                   |

3. (\*) For projects / events taking place January 1 – April 30, 2024, contingent on confirmed OPVB funding.
4. The Project Director will be notified if his/her attendance is required at a Grant Committee meeting where the application will be reviewed.
5. Applicants should be aware that the full amount requested might not be funded.
6. Applications must include a list of other organizations from which grant funds are being requested, including date, amount, and contact information.

Updated 2-1-2023.

- Itemized invoices/receipts that contain the name of the vendor/supplier and cannot be a generic receipt from a receipt book. Either a canceled check paid to the vendor or a signature/title of person receiving payment must accompany the invoice/receipt.
- The Grant Reimbursement Request, Parts 1 and 2, needs to be completed and turned in **within 45 days** following completion of the project/event. Recap **must include**:
  - Overview of revenues/expenses
  - Descriptions of how the event/project increased overnight stays by providing the following to the best of your ability:
    1. Number of attendees/participants (overall)
    2. Number of tourists who traveled more than 50 miles for the event/activity.
    3. Number of overnight tourists who stayed in paid accommodations.
    4. Number of overnight tourists who stayed in non-paid accommodations (i.e., stayed with friends or family)
    5. Number of attendees/participants from another country or state
    6. Number of paid lodging room nights generated from the event/activity.
    7. Descriptions of the methodology used to determine all calculations.

**Granted funds will be disbursed upon receipt of satisfactory documentation.**

7. Projects shall be completed by March 15, 2024, and full documentation submitted for payment no later than March 31, 2024, unless this requirement is specifically waived, **in writing**, by the OPVB Executive Director. No funds will be disbursed after April 15, 2024, for the Tourism Enhancement Funds for 2023.
8. The grantee must notify the OPVB Executive Director in writing if the project for which funding has been granted will not be completed. Failure to report the withdrawal of an approved project may affect the grantee's application for funds in a future year.

**The OPVB reserves the right to call for full or partial repayment of all grant funds from any grantee who does not fully or partially comply with the terms and conditions.**

[OPVB Logo.jpg](#)

[OPVB Logo.pdf](#)

|                                                                                   |                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>Olympic Peninsula Visitor Bureau<br/>         PO Box 670 • 618 S. Peabody St. Suite F<br/>         Port Angeles, WA 98362<br/>         360-452-8552 • director@OlympicPeninsula.org</p> |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**CLALLAM COUNTY TOURISM ENHANCEMENT GRANT 2023  
 GRANT RECAP AND REIMBURSEMENT REQUEST FORM**

The 2023 Grant Reimbursement Request must be completed and turned in to our office within 45 days following completion of the project/event.

Project/Event \_\_\_\_\_

Project/Event Director \_\_\_\_\_ Phone \_\_\_\_\_

Completion Date of Project/Event \_\_\_\_\_

Submitting Organization Name \_\_\_\_\_

Submitting Organization Address \_\_\_\_\_

To whom should checks be made out to within your organization? \_\_\_\_\_

**Please Circle One:** Full or Partial Reimbursement

Amount of Approved Grant Request \_\_\_\_\_

Amount of this Reimbursement Request \_\_\_\_\_

**Include the following information:**

1. Director's narrative up to 500 words of the event/project detail, process, and evaluation.
2. Final Project/Event Budget including income and expenses.
3. In compliance with ESHB 1253 (Washington Law, 2013): The Grant Reimbursement Request needs to be completed and turned in **within 45 days** following completion of the project/event.

**Recap must include:**

- Overview of project or event budget, including revenues/expenses
- Descriptions of how the event/project increased overnight stays by providing the following to the best of your ability:
  1. Number of attendees/participants (overall, *see third page*)
  2. Number of tourists who traveled more than 50 miles for the event/activity.
  3. Number of overnight tourists who stayed in paid accommodations.
  4. Number of overnight tourists who stayed in non-paid accommodations (i.e., stayed with friends or family)
  5. Number of attendees/participants from another country or state
  6. Number of paid lodging room nights generated from the event/activity.
  7. Descriptions of the methodology used to determine all calculations.

## 2023 Tourism- Impact Estimates Attendance Information

State law governing the distribution of lodging tax funds requires they be used primarily to encourage visitors from out of the area. Annual reporting is required of all granting municipalities. Please just do your best.

| As a direct result of your proposed tourism-related service, please provide:                                              | 2022 Actual<br>If available | 2023 Estimate | 2023 Actual<br>(Post-Event/Activity) | Method Explanation |
|---------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------|--------------------------------------|--------------------|
| <b>Overall Attendance</b><br>at your<br>event/activity/facility                                                           |                             |               |                                      |                    |
| Number of people who<br><b>travel more than 50 miles</b> for your<br>event/activity/facility                              |                             |               |                                      |                    |
| Number of people who<br>travel more than 50 miles.<br><b>From Out of State/ Out<br/>of Country</b>                        |                             |               |                                      |                    |
| Number of people who<br>travel more than 50 miles<br>and <b>stay in PAID<br/>overnight lodging in<br/>Clallam County.</b> |                             |               |                                      |                    |
| Number of people that<br><b>did not pay</b> for overnight<br>lodging.                                                     |                             |               |                                      |                    |
| The number of <b>paid<br/>lodging nights.</b>                                                                             |                             |               |                                      |                    |

\*Methods: Direct Count, Indirect Count, Representative Survey, Informal Survey, Structured Estimate, Other, N/A



Olympic Peninsula Visitor Bureau  
Tourism Enhancement Fund 2023  
Grant Application Cover Sheet

Received by OPVB:

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Grant Amount Awarded: \_\_\_\_\_

|                                                                                                                      |                                      |
|----------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Project/Event Title:                                                                                                 |                                      |
| Submitting Organization:                                                                                             | Federal Employer ID# (if applicable) |
| Location of Project:                                                                                                 | Date of Event or Project Completion: |
| Project/Event Director:                                                                                              | Title:                               |
| Mailing Address:                                                                                                     |                                      |
| Telephone:                                                                                                           | Fax:                                 |
| E-mail Address:                                                                                                      |                                      |
| Amount Requested from Tourism Enhancement Fund:                                                                      |                                      |
| Use of Requested 2023 Funds (check one): _____ Tourism Promotion/Marketing _____ Tourism Event/ Activity _____ Other |                                      |
| Have you applied for an OPVB Tourism Enhancement Grant in the past? If <b>yes</b> , list all past years applied:     |                                      |
| Do you plan on applying for another OPVB grant in 2023? _____ Yes _____ No                                           |                                      |

**Please send one (1) original and one (1) copy of your application. (One sided only, no staples please.)**

**Include the following information in your narrative and check off the items on this list:**

- \_\_\_\_\_ 1. Summary of the project/event. (Include location and date, if applicable.)
- \_\_\_\_\_ 2. Description of how project/event will attract overnight destination guests. Must include estimates of the following:
  - Number of attendees/participants (overall)
  - Number of tourists who will travel more than 50 miles for the event/activity.
  - Number of overnight tourists staying in paid accommodations
  - Number of overnight tourists staying in non-paid accommodations (i.e., staying with friends or family)
  - Number of attendees/participants from another country or state outside their place of resident or business
  - Number of paid lodging room nights resulting from your event/activity
  - Describe how these estimates have been determined.
- \_\_\_\_\_ 3. List of key personnel on project/event committee.
- \_\_\_\_\_ 4. Proposed project or event budget showing revenue/expenses.
- \_\_\_\_\_ 5. List of other agencies' grant funds are being requested of and the amount.
- \_\_\_\_\_ 6. Itemized list of how these grant funds will be used in project/event.  
(Include distribution, publication, and target market information, if applicable.)
- \_\_\_\_\_ 7. If full funding is not awarded, how will you modify your proposed tourism promotion?
- \_\_\_\_\_ 9. Proof of liability insurance.

Notification of acceptance will be sent to the Project/Event Director at the above address. Please refer to the program outline for application requirements and project/event criteria.

We have read and understand the terms and requirements of this program and agree to fulfill our obligations in accordance with same should this application be selected for funding.

Signature:

\_\_\_\_\_  
Signature - Project/Event Director

\_\_\_\_\_  
Date

**Mail/deliver application materials by 5:00pm local time on the due date to:**

OPVB, PO Box 670, Port Angeles, WA 98362. (Physical Address: 618 S. Peabody St. Suite F, Port Angeles, WA 98362)

Call the OPVB office at 360-452-8552 or email [director@olympicpeninsula.org](mailto:director@olympicpeninsula.org) with any questions.

## 2023 Tourism- Impact Estimates Attendance Information

State law governing the distribution of lodging tax funds requires they be used primarily to encourage visitors from out of the area. Annual reporting is required of all granting municipalities. Please just do your best.

| As a direct result of your proposed tourism-related service, please provide:                                              | 2022 Actual<br>If available | 2023 Estimate | 2023 Actual<br>(Post-Event/Activity) | Method*<br>Explanation |
|---------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------|--------------------------------------|------------------------|
| <b>Overall Attendance</b><br>at your<br>event/activity/facility                                                           |                             |               |                                      |                        |
| Number of people who<br><b>travel more than 50<br/>miles</b> for your<br>event/activity/facility                          |                             |               |                                      |                        |
| Number of people who<br>travel more than 50 miles.<br><b>From Out of State/ Out<br/>of Country</b>                        |                             |               |                                      |                        |
| Number of people who<br>travel more than 50 miles<br>and <b>stay in PAID<br/>overnight lodging in<br/>Clallam County.</b> |                             |               |                                      |                        |
| Number of people that<br><b>did not pay</b> for overnight<br>lodging.                                                     |                             |               |                                      |                        |
| The number of <b>paid<br/>lodging nights.</b>                                                                             |                             |               |                                      |                        |

\*Methods: Direct Count, Indirect Count, Representative Survey, Informal Survey, Structured Estimate, Other, N/A



## AGENDA ITEM SUMMARY

(Must be submitted NLT 3PM Wednesday for next week agenda) FEB 21 2023

Department:

IT

WORK SESSION

☒ Meeting Date: 2/21/2023

REGULAR AGENDA ☐ Meeting Date:

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

### Item summary:

- |                                           |                                                              |                                           |
|-------------------------------------------|--------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                           |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item      |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other |

Documents exempt from public disclosure attached: ☐

### Executive summary:

#### GIS Update

At the January 4, 2022 Regular BOCC Meeting, Commissioners approved a contract with ESRI to upgrade the County's GIS Services. We are approaching the end of that ESRI engagement. The GIS Manager in the Information Technology Department will provide an overview of accomplishments of this contract including:

- Installed and Federated ArcGIS Enterprise 10.9.1
- Federated additional dedicated GIS server for Energov permitting application
- Developed a draft Geospatial Strategy
  - ESRI and Clallam County Staff will present the draft Geospatial Strategy to Commissioners at the February 27, 2023 Worksession
- Completed a Parcel Fabric Readiness Assessment
- Developing a Field Mapping Prototype for the Olympic Discovery Trail in conjunction with the Noxious Weeds Department
- Bi-weekly planning meetings with ESRI Staff
- Instructor-led Staff Trainings completed include:
  - Introduction to GIS Using ArcGIS
  - Migrating From ArcMap to ArcPro
  - Enterprise Configuration Base Deployment
  - Creating and Editing Data in ArcGIS Pro
  - ArcPro Essential Workflows
  - Managing Geospatial Data in ArcGIS
  - Working With Parcel in ArcGIS Pro
  - ArcGIS Enterprise- Administration Workflows

\*Trainings distributed in IT, IT GIS, DCD, Assessor Departments

\* 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)

**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?) *none*

**County Official signature & print name:** *Monicka Anderson* Monicka Anderson

**Name of Employee/Stakeholder attending meeting:** *Chad Theismann* Chad Theismann

**Relevant Departments:** *IT* IT

**Date submitted:** *2-15-23* 2-15-23

\* 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)



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FEB 21 2023

## AGENDA ITEM SUMMARY

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

**Department: BOCC**

**WORK SESSION**    ☒ **Meeting Date: 2-21-23**

**REGULAR AGENDA**   ☒ **Meeting Date: 2-28-23**

**Item summary:**

- |                                                |                                                                            |
|------------------------------------------------|----------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing      | <input type="checkbox"/> Contract/Agreement/MOU - Contract #               |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance       | <input type="checkbox"/> Final Ordinance <input type="checkbox"/> Other    |

**Executive summary:**

A vacancy exists on the Housing Solutions Committee due to a resignation.

The City of Sequim made a recommendation to appoint Rachel Anderson to the Housing Solutions 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 appointing.

**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:** 2-14-23

\* 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)

Housing Solutions Committee Anderson 2-28-23

Revised: 3-04-2019



RESOLUTION \_\_\_\_\_, 2023

APPOINTING A MEMBER TO THE HOUSING SOLUTIONS COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Housing Solutions Committee due to a resignation.
2. The City of Sequim made a recommendation to appoint Rachel Anderson to the Housing Solutions Committee.

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

1. **Rachel Anderson** is appointed to serve as the City of Sequim representative for a standing term.

PASSED AND ADOPTED this 28th day of February, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

\_\_\_\_\_  
Randy Johnson

ATTEST:

\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

\_\_\_\_\_  
Mike French



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## AGENDA ITEM SUMMARY

FEB 21 2023

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

**Department:** BOCC

**WORK SESSION** ☒ **Meeting Date: 2-21-23**

**REGULAR AGENDA** ☒ **Meeting Date: 2-28-23**

**Item summary:**

- |                                                |                                                                            |
|------------------------------------------------|----------------------------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing      | <input type="checkbox"/> Contract/Agreement/MOU - Contract #               |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Proclamation <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance       | <input type="checkbox"/> Final Ordinance <input type="checkbox"/> Other    |

**Executive summary:**

A vacancy exists on the Homelessness Task Force due to a resignation.

The City of Sequim made a recommendation to appoint Vicki Lowe to the Homelessness Task Force.

**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 appointing.

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

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners, Health & Human Services Department

**Relevant Departments:** Board of Commissioners, Health & Human Services Department

**Date submitted:** 2-14-23

\* 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 \_\_\_\_\_, 2023

APPOINTING A MEMBER TO THE HOMELESSNESS TASK FORCE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Homelessness Task Force due to a resignation.
2. The City of Sequim made a recommendation to appoint Vicki Lowe to the Homelessness Task Force.

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

1. **Vicki Lowe** is appointed to serve as the City government - Sequim representative to complete the term expiring December 31, 2023 and an additional three-year term ending December 31, 2026.

PASSED AND ADOPTED this 28th day of February, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

\_\_\_\_\_  
Mark Ozias, Chair

\_\_\_\_\_  
Randy Johnson

ATTEST:

\_\_\_\_\_  
Loni Gores, CMC, Clerk of the Board

\_\_\_\_\_  
Mike French



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## AGENDA ITEM SUMMARY FEB 21 2023

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

**Department:** BOCC

**WORK SESSION** ☒ **Meeting Date:** 2-21-23

**REGULAR AGENDA** ☒ **Meeting Date:** 2-28-23

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

**Item summary:**

- |                                           |                                                                                      |                                      |
|-------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input checked="" type="checkbox"/> Contract/Agreement/MOU - Contract # 000.22.002-1 |                                      |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                                                | <input type="checkbox"/> Budget Item |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                                             | <input type="checkbox"/> Other       |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

Olympic Consortium amended agreement:  
Clallam County participates in the Olympic Consortium along with Jefferson and Kitsap Counties. The Olympic Consortium is tasked with administering the Workforce Development Council and general oversight for the delivery of unified workforce development services across the three-county region.  
Prosecuting Attorney's Office reviewed and approved of the amended agreement.

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

**Recommended action:** (Does the Board need to act? If so, what is the department's recommendation?)  
Approval of Olympic Consortium amended agreement.

**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:** 2-14-23

\* 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)

000.22.002-1

Revision 1/27/23  
**KC-514-22-A**  
CFDA: NA

**FIRST AMENDMENT TO RESTATED OLYMPIC CONSORTIUM AGREEMENT (DECEMBER 2022)**

This First Amendment to Restated Olympic Consortium Agreement (December 2022) (the "Agreement") is entered into between Clallam, Jefferson and Kitsap counties in their capacities as the members of the Olympic Consortium.

Effective upon full execution, the parties enter this amendment for the purpose of removing Section IV(F) of the Agreement and then superseding the original form of the Agreement with the form attached hereto to reflect that removal.

# **Superseding Restated Olympic Consortium Agreement**

Pursuant to the  
Workforce Innovation and Opportunity Act of 2014  
Between

Clallam County, Washington  
Jefferson County, Washington  
Kitsap County, Washington

December 2022/Superseded February 2023

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## RESTATED CHARTER

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### RECITALS

**WHEREAS**, Clallam, Jefferson, and Kitsap Counties (collectively, the “Parties”), established the Olympic Consortium in 1983 pursuant to the Job Training Partnership Act of 1982 (JTPA); and

**WHEREAS**, Clallam, Jefferson, and Kitsap Counties reaffirmed the Olympic Consortium in May 2000, pursuant to the Workforce Investment Act of 1998 (WIA); and

**WHEREAS**, the Congress of the United States enacted the Workforce Innovation and Opportunity Act of 2014 (WIOA), replacing WIA effective July 1, 2015; and

**WHEREAS**, under 29 U.S.C.A. § 3122(c)(B)(i) and 20 C.F.R. § 679.310(e), when a local workforce area includes more than one unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials, and, under chapter 39.34 RCW, any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

**WHEREAS**, the Parties wish to update and restate their May 2015 Consortium Agreement to reflect current program requirements;

**NOW, THEREFORE**, the Parties reaffirm a WIOA Consortium to be governed by the following articles:

### ARTICLE I

**NAME** - The Parties reaffirm the Olympic Consortium (the “Consortium”) as a consortium pursuant to the WIOA.

**PURPOSE** - The purpose of the Consortium is to:

- A. Affirm the local Workforce Development Council (WDC) for the three-county area;
- B. Appoint members to the local WDC;
- C. Focus on strategic operational and governing principles for the local areas noted in the U.S. Department of Labor’s Training and Employment Guidance Letter (TEGL) 19-14;
- D. Oversee, together with the WDC, the area’s One-Stop system for the delivery of unified workforce development services; and
- E. Perform all other workforce development-related services delegated to the Consortium by the federal government, the State of Washington, or by the Parties.

## ARTICLE II

**COMPOSITION** – The Consortium is composed of the following three counties: Clallam County; Jefferson County; and Kitsap County.

## ARTICLE III

**SERVICE AREA** – The area and population to be served consists of:

- A. Clallam County
- B. Jefferson County
- C. Kitsap County

The Parties will take all steps necessary to ensure that the three-county area is designated a Workforce Development Area pursuant to WIOA.

## ARTICLE IV

**CONSORTIUM BOARD** – The Consortium Board (the “Board”) constitutes the governing body of the Consortium. The Board will exercise all powers, functions, and responsibilities necessary or appropriate to govern the Consortium. The Board may establish rules and procedures (including by-laws) as it deems necessary or appropriate.

- A. **Membership** – The Board is composed of three elected Commissioners from each of the three counties, for a total of nine members.
- B. **Voting** – Each member of the Board has one vote. All decisions of the Board will be made by no less than a majority vote of a quorum at a meeting where a quorum is present.
- C. **Quorum** – A quorum consists of a total of no less than three of the nine members, provided that at least one member from each county is present. Any business affecting a member’s county must be approved by the board of commissioners of the county affected.
- D. **Chair, Vice Chair, and Second Vice Chair** – The Board will elect a Chair, a Vice Chair, and a Second Vice Chair by a majority vote, at a meeting where a quorum is present, for a term of service not to exceed one year. Officers of the Board will consist of one elected member from each county, and officers will rotate annually through ascension.
- E. **Meetings** – The Board will meet at such times and places as may be designated by the Chair. In the absence of the Chair, the Vice Chair will preside over meetings. In the absence of the Chair and Vice Chair, the Second Vice Chair will preside over meetings. In the absence of the Chair, Vice Chair, and Second Vice Chair, a Chair pro-tempore will be elected by a majority of the members present to preside for that meeting only.

- F. **WDC Agreement** – The Board will enter into an agreement with the WDC establishing respective roles of the Board and the WDC.

## **ARTICLE V**

- A. **WDC Appointments** – The members of the WDC will be appointed to fixed and staggered terms by the Board, utilizing nomination and appointment procedures established by the WIOA, the State of Washington, and by the Board.
- B. **Consensus and Voting on Appointments** – The business representatives on the WDC shall be recommended for appointment by the Board member in whose county the business member is employed. Non-business representatives on the WDC may be recommended by any Board member. Taken as a whole, WDC membership must reasonably reflect the respective populations of the three counties. The Board will reach consensus on each WDC appointment. If consensus cannot be reached on a given nominee, an alternative nominee will be considered. If the Board cannot reach consensus on the appointment of the alternative nominee for a given position, the Board will vote to determine the appointment.
- C. **Resignation** – Any WDC member may resign by submitting written notice to the WDC Chair, and to the Board. Members must offer their resignations when they retire or otherwise leave a position of optimum policy-making authority in the sector they were appointed to represent.
- D. **Removal** – The WDC may request the Board to remove a WDC member, with or without cause, by a majority vote, provided that at least 15 calendar days' notice of the proposed action has been provided to the member, the WDC, and to the Board. Unexcused absences from three consecutively scheduled WDC meetings may be deemed good cause for removing a member from the WDC.

## **ARTICLE VI**

**GRANT RECIPIENT** – Kitsap County is the grant recipient for the Consortium and the WDC. As such, Kitsap County will:

- A. Exercise those duties and responsibilities as grant recipient as set forth in federal and state law or as established by the Board; and
- B. Comply with WIOA in respect to property management and procurement; and
- C. Ensure all conditions of grant approval are met, including, but not limited to, compliance with applicable laws, monitoring and reporting requirements, and management of subgrants and contracts.

**ADMINISTRATIVE EXECUTIVE DIRECTOR AND STAFF** – Kitsap County is the designated entity for employment of administrative executive director and staff that service the Board and WDC.

- A. **Hiring** – Although the administrative executive director assigned to the Board and the WDC will remain an employee of Kitsap County, the WDC in collaboration with the Board shall have authority in the selection and performance review of the administrative executive director.
- B. **Responsibilities** – The administrative executive director and staff are responsible for developing procedures for program planning, fiscal management, evaluating program performance, initiating necessary corrective action for subgrantees and subcontractors, determining whether there is need to reallocate resources, and modifying grants. The administrative executive director and staff will perform their duties consistent with goals and policies developed by the Board and the WDC.
- C. **Conflict of Interest** – The administrative executive director and staff must avoid conflicts of interest by not being the service provider and following the conflict-of-interest policies on all issues where any potential conflict could arise. There is no evident conflict of interest between these two roles.

**ARTICLE VII**

**ALLOCATION OF FUNDS** – All funds granted to the Consortium must be allocated and expended among the Parties for programs and services for which they are intended according to state and federal formula, approved plans, grants, and all pertinent laws and regulations.

**ARTICLE VIII**

**LIABILITY** – The Parties agree that any liability accruing under WIOA, or related grant agreements, overseen by the Board, will be addressed as follows:

- A. WIOA and other programs overseen and administered by the Consortium will observe the highest standards of grant administration and accounting in order to minimize disallowed costs;
- B. Waivers or offset against future grant revenues will considered in lieu of any cash prepayment of disallowed costs; and
- C. As a last resort, cash liabilities which cannot be discharged in any other manner will be borne by the Parties. Payments will be made by the Parties in proportion to the allocation of all WIOA funds in each of the three counties in the year in which the event causing cash liability occurred.

## **ARTICLE IX**

### **HOLD HARMLESS AND INSURANCE REQUIREMENTS**

- A. Each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents, or employees, to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Parties harmless from any such liability.
- B. In the case of negligence of more than one Party, damages allowed will be levied in proportion to the percentage of negligence attributable to each Party. Each Party agrees to maintain CGL insurance or coverage by the Washington Counties Risk Pool of at least \$2,000,00 per occurrence.

## **ARTICLE X**

### **DURATION, AMENDMENT, WITHDRAWAL, AND TERMINATION OF AGREEMENT**

- A. This agreement will take effect upon the date of its execution and will remain in effect indefinitely, unless terminated by the Parties.
- B. This agreement may be amended from time to time upon the affirmative vote of not less than a majority of members present, provided there must be a minimum of two Board members from each county present at a meeting duly called pursuant hereto.
- C. Any Party hereto has the right to withdraw from the Consortium effective July 1 of any year, provided that the remaining members of the Consortium have been given written notification of that Party's intent to withdraw by December 15 of the preceding year.

## **ARTICLE XI**

**NO SEPARATE LEGAL ENTITY CREATED** – This agreement does not create a separate legal entity.

**PROPERTY ACQUISITION AND DISPOSITION** – Any real or personal property acquired in connection with this agreement will be held on behalf of the Consortium by Kitsap County in its capacity as fiscal agent. Upon partial or complete termination of this agreement, any such property will be disposed of in accordance with federal, state, and local law.

## **ARTICLE XII**

**CERTIFICATION OF AUTHORITY** – The Parties, by signatures, certify that they possess full legal authority to enter into this agreement.

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

**Approved as to Form**

/s/ Alan L. Miles

Legal Counsel

CHARLOTTE GARRIDO , Chair

ROBERT GELDER, Commissioner

KATHERINE T. WALTERS, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

Approved as to Form

**BOARD OF COUNTY COMMISSIONERS  
CLALLAM COUNTY, WASHINGTON**

A handwritten signature in blue ink, appearing to read "Elyse Hall", is written over a horizontal line.

Legal Counsel

---

**MARK OZIAS**, Chair

---

**RANDY JOHNSON**, Commissioner

---

**Mike French**, Commissioner

Approved as to Form

**BOARD OF COUNTY COMMISSIONERS**  
**JEFFERSON COUNTY, WASHINGTON**

---

Legal Counsel

---

**HEIDI EISENHOUR**, Chair

---

**KATE DEAN**, Commissioner

---

**GREG BOTHERTON**,  
Commissioner



# AGENDA ITEM SUMMARY

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

FEB 21 2023

**Department:** BOCC

**WORK SESSION** ☒ **Meeting Date:** 2/21/23

**REGULAR AGENDA** ☐ **Meeting Date:**

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

**Item summary:**

- |                                           |                                                              |                                                         |
|-------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> Call for Hearing | <input type="checkbox"/> Contract/Agreement/MOU - Contract # |                                                         |
| <input type="checkbox"/> Resolution       | <input type="checkbox"/> Proclamation                        | <input type="checkbox"/> Budget Item                    |
| <input type="checkbox"/> Draft Ordinance  | <input type="checkbox"/> Final Ordinance                     | <input checked="" type="checkbox"/> Other – Update only |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

Legislative Session Update:

The purpose of this discussion will be to regularly review Clallam County's priorities, projects and programs that require support from the Washington State Legislature and to plan and coordinate our individual and collective outreach efforts. We envision this to be a standing weekly agenda item throughout the term of this current Legislative session.

**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?)  
 Update only.

**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:** 2/6/23

\* 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)