



## **WORK SESSION AGENDA**

### **BOARD OF CLALLAM COUNTY COMMISSIONERS**

223 East 4th Street Room 160

Port Angeles, Washington

Monday, February 8, 2021 – 8:00 a.m.

#### **\*\*ATTENTION\*\***

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation which prohibits in-person attendance at meetings, the Board of Commissioners strongly encourages the public to take advantage of remote options for attending open public meetings.

This meeting can be viewed on a live stream at this link:  
<http://www.clallam.net/features/meetings.html>

If you would like to participate in the meeting by phone call 408-419-1715 and use Meeting ID: 875 561 784.

If you would like to participate via video conference, visit [www.bluejeans.com](http://www.bluejeans.com) and join the Work Session with Meeting ID: 875 561 784.

No in-person attendance will be allowed until Governor's Proclamation is lifted.

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or [agores@co.clallam.wa.us](mailto:agores@co.clallam.wa.us).

#### **Administration – 9 a.m.**

1. Calendar/Correspondence

#### **Public Works**

2. Certification of the 2021 Road Levy (6a)\*

Certification 

3. Notice of request for proposals to be submitted Monday, March 22, 2021 at 4:30 p.m. regarding Clallam Bay and Sekiu Sewerage District Project

Notice of request for proposals 

4. Notice of hearing to be held Tuesday, March 9, 2021 at 10:30 a.m. for a Resolution authorizing the sale of surplus property

Notice of hearing 

#### **Community Development**

5. Approval of indemnification of lost original note and/or deed of trust, request for reconveyance and substitution of trustee for Phyllis V. Slick

Approval 

## **Board of Commissioners**

6. Resolution reappointing Annie O'Rourke, Mattias Jarvegren and Carla Sebastian to the Permit Advisory Board

Resolution 

## **Budget**

7. Discussion on proposed budget reductions to be considered on February 23 (4a)\*

Budget reductions 

8. Discussion on proposed budget revisions to be considered on February 23 (4b)\*

Budget revisions 

9. Discussion of proposed supplemental appropriations to be considered on February 23 (4c)\*

Supplemental appropriations 

10. Discussion of proposed budget emergencies to be considered on February 23 (4d)\*

Budget emergencies 

11. Agreement with Clallam County Economic Development Corporation

Agreement 

## **Continued Work Session - 1 p.m.**

12. HB 1406 discussion

Discussion 

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

- A. Commissioners Conversation Meeting – Topic TBD (March 1)
- B. Continued Work Session – USDA Forest Service discussion (March 8 at 1 p.m.)
- C. Charter Review Commission recommendation (March 15)
- D. Department of Natural Resources quarterly report (March 15 at 1 p.m.)
- E. Noise Ordinance (TBD)

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

- Copies of public documents from Board meetings are available by contacting the Public Records Department.



## AGENDA ITEM SUMMARY

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

2  
2/8/21  
6a

**Department:** Public Works/ Road Dept.

**WORK SESSION** ☐ **Meeting Date:** 02/08/2021

**REGULAR AGENDA** ☒ **Meeting Date:** 02/09/2021

**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 Certification |
- Documents exempt from public disclosure attached: ☐

### Executive Summary:

Certification of the 2021 Road Levy and Estimated Revenue Produced" is completed by the County to submit the annual amount of road levy and the amount budgeted for traffic policing and traffic law enforcement.

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

This form is due at CRAB each year as required by RCW 36.33.220. The Assessor's office and Public Works provide amounts needed for calculations on the form.

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

We recommend the Board approve this item and sign the certification, once the necessary information is provided.

**County Official signature & print name:** , Ross Tyler

**Name of Employee/Stakeholder attending meeting:** Ross Tyler

**Relevant Departments:** Road Dept.

**Date submitted:** 02/03/2021

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

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

**Clallam County**  
**Certification of the 2021 Road Levy and Estimated Revenue Produced**  
**WAC 136-150-021**

**Total County Valuation:** \$10,662,785,510  
**(\$/Thousand) Road District Valuation      Amount**

|                                                                                                                                        |            |                 |             |
|----------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------|-------------|
| <b>Highest Lawful Road Levy:</b><br>(Include Any Banked Capacity)                                                                      | \$1.112743 | \$6,981,249,779 | \$7,768,340 |
| <b>County Road Levy Shifted to Current Expense</b> (per RCW 84.52.043):                                                                | \$0.000000 | \$6,981,249,779 | \$0         |
| <b>Adjusted Highest Lawful Road Levy:</b>                                                                                              | \$1.112743 | \$6,981,249,779 | \$7,768,340 |
| <b>Actual Established Road Levy:</b><br>(Levy Fixed in Accordance with RCW 36.40.090)<br><u>Do not include any refund levy amounts</u> | \$1.112743 | \$6,981,249,779 | \$7,768,340 |
| <b>Banked Capacity to Carryover to 2022:</b><br>(Road District Only)                                                                   |            |                 | \$0         |

**County Road Property Tax Revenues Diverted For Other Unincorporated Purposes in Accordance with  
RCW 36.33.220, RCW 39.89, or RCW 84.55.050:**

| Service to be Provided                                          | Diverted \$/Thousand | Diverted Levy Amount |
|-----------------------------------------------------------------|----------------------|----------------------|
| <b>Total Diverted Road Levy:</b>                                | \$                   | \$0                  |
| <b>Road Levy Revenue Remaining for Roads</b><br>(RCW 36.82.040) | \$1.112743           | \$7,768,340          |

**Road Funds Budgeted to be used for Traffic Law Enforcement**

Traffic Law Enforcement Funded Through Operating Transfer (per agreement): \$0  
Traffic Law Enforcement Funded Through Direct Payment (cost reimbursement): \$500,000  
**Total Budgeted Road Fund Expenditures for Traffic Enforcement: \$500,000**

**Reporting of Diverted Road Levy and budgeted Road Fund Expenditures for Traffic Law Enforcement amounts are both required in order to ascertain county eligibility for RATA funds. (see [WAC 136-150-030](#))**

**Note:** WAC 136-150-021 provides that "The CRABoard will request that every county legislative authority submit a certification showing the amount of the road levy fixed and the amount, if any, budgeted in accordance with RCW 36.33.220 for traffic law enforcement and/or any other purpose from diverted road levy no later than February 1st of each year".

**Clallam County  
Calendar Year 2021  
Digital Submittal Certification  
for Forms Due February 1st**

The documents checked below are hereby submitted from Clallam County for the review and acceptance of the County Road Administration Board.

Road Levy Certification for 2021

I hereby certify that the above reports are true and accurate and that I have reviewed, approved, and submitted said reports to the County Road Administration Board in accordance with WAC 136-04. By my signature below, I acknowledge that I am signing all the documents indicated by the checked boxes.

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**Chair / Executive Signature**

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**Date**

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**County Engineer Signature**

*R. J. L. P.E.*

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**Date** *1/28/2021*



## AGENDA ITEM SUMMARY

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

3  
2/8/21

Department: Public Works

WORK SESSION ☒ Meeting Date: 2/8/21

REGULAR AGENDA ☒ Meeting Date: 2/16/21

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 Request for Proposal |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

Clallam County Public Works (CCPW) is seeking professional services for a value planning analysis that will engage stakeholders in review of the current alternatives and assess additional options for providing sanitary sewer service and wastewater treatment for the Clallam Bay and Sekiu Sewerage District. The chosen consultant will also assist in updating the Clallam Bay-Sekiu General Sewer/Wastewater Facilities Plan based on the analysis.

**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 value planning analysis, including staff time, will be funded through a \$100,000.00 forgivable loan from the Department of Ecology's (Ecology) Clean Water State Revolving Fund. This amount has been included in the '21 budget for PW-Clallam Bay-Sekiu Sewer.

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

Please approve the Request for Proposal (RFP) and sign the RFP advertisement for publication.

County Official signature & print name:  Ross Tyler

Name of Employee/Stakeholder attending meeting: Meggan Uecker

Relevant Departments: PUBLIC WORKS/ROAD

Date submitted: 2/3/21

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

Agenda Item Summary\_ValuePlanningAgreement.docx

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

Revised: 3-04-2019

## REQUEST FOR PROPOSALS (RFP)

Clallam County Public Works is seeking professional services for a value planning analysis of the current alternatives and additional options for providing sanitary sewer service and wastewater treatment for the Clallam Bay and Sekiu Sewerage District, and updating the Clallam Bay-Sekiu General Sewer/Wastewater Facilities Plan (Plan) per WAC 173-240-050 based on the value planning work.

Additional relevant activities are outlined in the following tasks:

Task 1 – Review existing as-built plans or drawings, information studies and data including the current General Sewer/Wastewater Facilities Plan, treatment and operations records, previous Inflow & Infiltration (I/I) reports, television data, and any other relevant information available regarding the current condition of the lift station and treatment system.

Task 2 – Inspect and determine the condition of existing treatment system, including pump stations, and recommend and conduct additional work or studies necessary to pin-point the highest wastewater system repair priorities and identify alternatives. Evaluate the existing treatment facilities and recommend long term course of action.

Task 3 – Engage system stakeholders including elected officials, residents and businesses, and public entities on the topic of affordable wastewater treatment planning and options for the Clallam Bay-Sekiu Sewer System.

Task 4 -- Produce a draft value planning analysis.

Task 5 -- Integrate the value planning analysis into the current General Sewer/Wastewater Facility Plan, identifying the preferred alternative and providing cost analysis of updated capital improvements.

Clallam County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. Clallam County is an Equal Opportunity and Affirmative Action Employer. Minority and women-owned firms are encouraged to submit statements or proposals.

To be eligible for consideration, five (5) copies of a vendor's response to this RFP shall be received by the Clallam County Public Works Department, 223 East Fourth Street, Suite 6, Port Angeles, WA 98362-3000 no later than close of business, 4:30 PM, March 22, 2021 or via electronic submission to [muecker@co.clallam.wa.us](mailto:muecker@co.clallam.wa.us). The proposal shall be submitted in a sealed envelope with the vendor's name, RFP number, and the due date identified on the outside or in the email subject line. Submittals are limited to twelve (12) double-sided pages, not including the cover page, employee resumes, and the required forms listed under additional requirements.

For further information or to obtain a full copy of the RFP required for submission, contact:

Meggan Uecker  
Clallam County Public Works  
223 East Fourth Street, Suite 6  
Port Angeles, WA 98362  
Phone: 360-417-2441  
[muecker@co.clallam.wa.us](mailto:muecker@co.clallam.wa.us)

\_\_\_\_\_  
Mark Ozias, Chair Date  
Board of Clallam County Commissioners

ATTEST

Please Publish: 2/19, 2/26 & 3/5  
Seattle Daily Journal of Commerce  
Peninsula Daily News  
Mail to: [omwbewebadmin@omwbe.wa.gov](mailto:omwbewebadmin@omwbe.wa.gov)  
for publication on [www.omwbe.wa.gov](http://www.omwbe.wa.gov).

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



# CLALLAM COUNTY PUBLIC WORKS

223 East Fourth Street, Suite 6  
Port Angeles, WA 98362

## REQUEST FOR PROPOSALS

**Prepare Value Planning Analysis for Clallam Bay Sekiu Sewer System Wastewater Treatment**  
**RFP No. 2021-00\_\_**

Issue Date: February 22, 2021

Closing Date: March 22, 2021

### Contact

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Meggan Uecker  
Clallam County Public Works  
223 East Fourth Street, Suite 6  
Port Angeles, WA 98362  
Phone: 360-417-2441  
[muecker@co.clallam.wa.us](mailto:muecker@co.clallam.wa.us)

### Vendor Information

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Firm name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

### Return Proposals by 4:30 PM, March 22 to:

Clallam County Public Works Department  
223 East Fourth Street, Suite 6  
Port Angeles, WA 98362

Clallam County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. Clallam County is an Equal Opportunity and Affirmative Action Employer. Minority and women-owned firms are encouraged to submit statements or proposals.

## **SUBMITTAL DUE DATE**

To be eligible for consideration, five (5) copies of a vendor's response to this Request for Proposals (hereafter called "proposal") shall be received by the Clallam County Public Works Department, 223 East Fourth Street, Suite 6, Port Angeles, WA 98362, or via email submittal to [muecker@co.clallam.wa.us](mailto:muecker@co.clallam.wa.us), no later than close of business, 4:30 PM, **March 22, 2021**. The proposal shall be submitted in a sealed envelope with the vendor's name, RFP number, and the due date identified on the outside or in the subject line. Submittals are limited to twelve (12) double-sided pages, not including the cover page, employee resumes, and the required forms listed under additional requirements.

## **GENERAL INFORMATION**

The Clallam Bay-Sekiu Sewerage District is located in northwestern Clallam County, Washington in the Lyre-Hoko watershed on the receiving waters of the Strait of Juan de Fuca.

The adjacent communities of Clallam Bay and Sekiu, with a combined population of approximately 400, have separate but nearly identical wastewater treatment plants (WWTPs) consisting of Rotating Biological Contactors (RBCs) with Ultra Violet (UV) disinfection. The communities are not incorporated and the sewage treatment systems are administered by Clallam County Public Works. Both systems began operation in 1977, built to replace failing on-site septic systems; there have been no facility expansions other than switching from the original chlorine disinfection system to UV in 2004.

The Clallam Bay Corrections Center (CBCC) in Clallam Bay operates a separate wastewater treatment plant. CBCC contracts with Clallam County to utilize the Sekiu outfall for dispersal of treated wastewater.

Both WWTPs are classified as minor facilities with a design flow less than 1 million gallons per day (MGD). The Clallam Bay and Sekiu facilities were designed with a maximum month capacity of 0.12 and 0.145 MGD respectively and maximum loading rate capacities of 135 pounds of 5-day Biological Oxygen Demand (BODs) per day and 171 pounds of Total Suspended Solids (TSS) per day each.

The collection systems including lift stations and force mains in Clallam Bay and Sekiu were built concurrently as the WWTPs, with limited main extensions and lift station improvements since then. An emergency lift station repair in January 2021 suggests the need for a prioritized lift station improvement schedule.

In 2018, Clallam County completed a General Sewer/Wastewater Facilities Plan (Plan) which included a collection system capital improvement plan currently underway. It also included a capital improvement plan for the lift stations, a discussion of alternatives for wastewater treatment and details of design/construction for wastewater treatment plant capital improvements.

Clallam County is conducting a value planning analysis of the current and additional alternatives for providing sanitary sewer service and wastewater treatment to the communities of Sekiu and Clallam Bay. The value planning effort will include community and stakeholder engagement, development of additional alternatives taking into account affordability and sustainability, and life cycle cost comparisons of the alternatives.

## **PROJECT DESCRIPTION**

The purpose of this RFP is to solicit proposals from vendors qualified to prepare a value planning analysis of the current and additional alternatives for providing sanitary sewer service and wastewater treatment to the communities of Sekiu and Clallam Bay. The analysis will assess the condition and

adequacy of the existing lift stations and treatment system as described in the Facilities Plan as well as additional improvements or changes that have occurred. It will reconsider the alternatives present in the Facilities Plan and provide additional alternatives based on community and stakeholder input and new regulations. It must address all planning elements contained in the Washington Administrative Code (WAC) 173-240-050 as implemented in the Revised Code of Washington (RCW) 90.48.110, identify any improvements necessary to maintain the system components in good operating condition and satisfy all applicable regulatory requirements over the term of a 20-year planning period.

As required by RCW 90.48.112, the analysis must address the feasibility of using reclaimed water as defined in RCW 90.46.010. Additionally, it should address any and all appropriate requirements as described in the following guidance documents:

1. Criteria for Sewage Works Design (Washington State Department of Ecology, Publication No. 98-37 WQ, 2008)
2. Design Criteria for Municipal Wastewater Land Treatment Systems for Public Health Protection (Washington State Department of Health, 1994)
3. Water Reclamation and Reuse Standards (Washington State Department of Ecology and Department of Health Publication No. 97-23, 1997).

In addition to the production of a value planning analysis, project deliverables will include amending or creating an appendix to the Facilities Plan per WAC 173-240 with discussion of additional lift station and wastewater alternatives and changes to lift station and wastewater treatment plant capital improvements.

#### **EXPECTED TERM OF RESULTING AGREEMENT**

The initial contract period shall be from April 5, 2021 to December 31, 2021, unless sooner terminated or extended as provided elsewhere in the agreement.

#### **SCOPE OF WORK**

Clallam County Public Works is seeking professional services for the development of a value planning analysis of the alternatives for providing sanitary sewer service and wastewater treatment to the communities of Sekiu and Clallam Bay. The value planning effort will engage stakeholders in the development and analysis of current and additional alternatives, considering affordability, sustainability, and life cycle cost comparisons of the alternatives. This analysis will be used to update the Plan in accordance with the requirements of WAC 173-240, identifying the cost effective alternative as the preferred alternative.

In addition, the scope of work for this RFP includes system evaluation, analysis of potential regulations for wastewater such as nutrient removal, and consideration of opportunities for shared service agreements or other regional partnerships that could realize cost benefit. Future work (under a separate or amended contract) may include design and/or construction management of needed wastewater system upgrades identified in the Wastewater Facilities Plan.

Additional relevant activities are outlined in the following tasks:

**Task 1** – Review existing as-built plans or drawings, information studies and data including the current General Sewer/Wastewater Facilities Plan, flow records, compliance records, discharge

monitoring reports, previous Inflow & Infiltration (I/I) reports, operations history, television data, and any other relevant information available regarding the current condition of the lift station and treatment system.

**Task 2** – Inspect and determine the condition of existing treatment system, including pump stations, and recommend and conduct additional work or studies necessary to pin-point the highest wastewater system repair priorities and identify alternatives. Evaluate the existing treatment facilities and recommend long term course of action.

**Task 3** – Engage stakeholders including elected officials, residents and businesses in the Clallam Bay-Seki Sewer System, and public entities on the topic of affordable wastewater treatment planning and options for the Clallam Bay-Seki Sewer System.

**Task 4** – Produce a draft value planning analysis.

**Task 5**- Integrate the value planning analysis into the current General Sewer/Wastewater Facility Plan, identifying the preferred alternative and providing cost analysis of updated capital improvements.

### **PROPOSAL TIMELINE**

The timeline for the specific elements of this RFP are as follows:

| <b>MILESTONE</b>                         | <b>DATE</b>            |
|------------------------------------------|------------------------|
| Solicitation of Proposals                | Feb 22-March 22, 2021  |
| RFP submittal deadline                   | March 22, 2021         |
| Review proposals, selection of finalists | March 23-26, 2021      |
| Interview finalists and select vendor    | March 29-April 2, 2021 |
| Contract negotiation begins              | April 5, 2021          |
| Notice to proceed                        | April 26, 2021         |
| Draft Analysis                           | August 2, 2021         |
| Draft Plan update                        | September 2, 2021      |
| Final Plan update                        | October 1, 2021        |

### **PROPOSAL CONTENT**

Proposals shall provide the information responsive to the following questions and issues in a style and format of the proposer's choosing:

- 1. Overall project approach:** Describe how you will organize your staff and any subcontractors to accomplish the work required. Identify specific steps or milestones that will be achieved. Provide any specific suggestions for modifying, clarifying or otherwise improving the scope of work for the project. List potential Subcontracting firms and the work items they will each be providing. Include a description of the QA/QC procedures to be employed for this project.
- 2. Technical methodology:** Clallam Bay & Sekiu WWTPs and existing collection systems have had little updating since 1977. Provide any specific experience you've had with aging sewer systems of similar size and type, including approaches for rehabilitation.
- 3. Project schedule:** The submission date of the analysis is of high importance, and the County is committed to diligent prosecution of this work. Discuss specific management steps you will use to keep this project on schedule. Including a timeline showing milestones and your schedule for accomplishing the tasks identified in the scope of work and additional activities.

**4. Client and stakeholder coordination:** As the client, Clallam County desires to be closely involved in the progress of this project. What will specifically be your approach to client coordination for this project? How will you track costs and ensure budget issues are made known to the County? In addition to Clallam County, the residents and businesses of Clallam Bay & Sekiu, the Department of Ecology, and various other state and local regulatory agencies have a stake in this project. How would you include these stakeholders in this process?

#### **ADDITIONAL SUBMITTAL REQUIREMENTS**

1. Complete contact information for the vendor and subcontractors proposed for this contract.
2. The name, title, and resume of individuals assigned to this project, and the name of the individual that will be the Engineer of Record.
3. The name and title of the person authorized to execute a contract on behalf of the firm, and a list of firms located in Clallam County that will be on the team.
4. The Consultant must provide proof of insurance and Washington state licensure in the form of current copies.
5. A statement outlining any exceptions to the County's contract requirements as reflected in the standard Personal Services agreement attached to this RFP.
6. Any additional services or procedures of benefit to the County not specifically required herein, which the Contractor offers to provide.
7. References listing customers of the vendor completing projects similar to that of this RFP.

#### **EVALUATION CRITERIA**

The proposal will be scored based on the following criteria, with approximately equal weight:

1. Previous recent (last five years) experience with similarly sized wastewater facilities planning projects.
2. Overall project approach, scheduling and project management approach.
3. Experience with utility projects and issues on the Olympic Peninsula.
4. Experience with wastewater and water reuse issues and projects.
5. Experience and training of key personnel involved in the project.
6. Involvement by firms located in Clallam County proposed for this project.
7. Experience and knowledge of regulatory, permitting and operational issues for rural, aging wastewater collection and treatment systems.
8. Vendors' project delivery and management system, QA/QC procedures, and internal review process for keeping projects on schedule and within budget.

Once the highest ranking firm has been selected, the County expects to negotiate the details of work to be performed based upon the proposal and the County's needs and appropriate pricing of selected tasks. If negotiations fail for any reason, including price, the County may choose to negotiate with others to obtain an appropriate contract for needed services.

#### **GENERAL PROPOSAL TERMS AND CONDITIONS**

The following terms and conditions apply to all proposals submitted in response to this RFP:

1. Clallam County expressly reserves the following rights:
  - To reject any and/or all irregularities submitted.
  - To reject any or all proposals submitted.
  - To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.

- To make the award to any vendor or combination of vendors whose proposal, in the opinion of the County is in the best interest of the County.
2. All proposals must be sealed in an envelope or appropriate packaging and addressed as requested in this RFP. The name and address of the vendor must appear on the envelope. The outside must state the RFP number and the RFP due date and time.
  3. The RFP must be signed by an authorized individual before a contract can be negotiated.
  4. Any proposal or modification received after the hour and date specified may be returned unopened.
  5. All documents, reports, proposals, submittals, working papers, plans, or other materials prepared by the Contractor pursuant to this proposal shall become the sole and exclusive property of the County and the public domain, and not the property of the Contractor. The Contractor shall not copyright any portion of said items submitted to the County under this project.

**SIGNATURE PAGE FOR PROPOSAL**

I, the undersigned, having carefully examined the Request for Proposal and to furnish services in accordance therewith as set forth in the attached proposal.

I further agree that this proposal will remain in effect for not less than sixty (60) calendar days from the date that proposals are due, and that this proposal may not be withdrawn or modified during that time.

\_\_\_\_\_  
(Signature)

Subscribed and sworn before me this \_\_\_\_ day  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
UBI No. \_\_\_\_\_

\_\_\_\_\_  
(Phone)

**THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE PROPOSAL**



## AGENDA ITEM SUMMARY

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

4  
2/8/21

**Department:** Public Works, ER&R Division

**WORK SESSION** ☒ **Meeting Date:** 2-8-21

**REGULAR AGENDA** ☒ **Meeting Date:** 2-16-21

**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 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       |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

The Clallam County Road Department and the ER&R Division have accumulated property that they no longer need and that they want declared surplus so that it can be sold at auction. The items are listed in Exhibit 1 attached to the proposed Call for Hearing. The process for property surplus and disposing of surplus property is set forth in Chapter 36.34 RCW and Clallam County Administrative Policy 455. This process involves:

1. The BOCC holding a public hearing after publication of notice thereof,
2. The BOCC declaring the property surplus and approving the minimum bid price, and
3. Selling the surplus property at public auction, after publication of notice thereof.

**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?** ☐

Pursuant to RCW 36.34.120, proceeds from the sale of used equipment must be credited to the fund from which the original purchase price was paid.

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

Adopt the attached resolution scheduling a public hearing on March 9, 2021, for the purpose of receiving public comment on the propriety and advisability of declaring the items listed on Exhibit 1 surplus property.

**County Official signature & print name:**  Ross Tyler

**Name of Employee/Stakeholder attending meeting:** Scott Takacs, ER&R Manager

**Relevant Departments:** Treasurer, Auditor, Roads

**Date submitted:** 2-3-21

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

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



RESOLUTION \_\_\_\_\_, 2021

CALL FOR HEARING AUTHORIZING SALE OF SURPLUS PROPERTY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Clallam County Road Department and ER&R Division have accumulated property, listed on Exhibit 1 and incorporated herein by reference, that they have determined is no longer of use by the County now or in the foreseeable future.
2. 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 the minimum bid price 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 Sale of Surplus Property listed on Exhibit 1 be held in the Commissioners' meeting room, 223 E. 4<sup>th</sup> Street, Room 160, Port Angeles, Washington, at 10:30 a.m. on March 9, 2021.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

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

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

ATTEST:

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

\_\_\_\_\_  
Bill Peach

Publish: February 22 and March 1, 2021

Bill: Clallam County Public Works

## 2021 SURPLUS/AUCTION LIST

02/02/21

| AUCTION # | EQUIP # | MAKE          | MODEL        | SERIAL #          | YEAR | ER&R EQUIPMENT               | MINIMUM BID |
|-----------|---------|---------------|--------------|-------------------|------|------------------------------|-------------|
|           |         |               |              |                   |      | DESCRIPTION                  |             |
| 2636816   | S306    | FORD          | CROWN VIC    | 2FAHP71V79X140956 | 2009 | SEDAN                        | \$ 100.00   |
| 2636802   | S310    | FORD          | CROWN VIC    | 2FABP7BV7AX127648 | 2010 | SEDAN                        | \$ 100.00   |
| 2635221   | S316    | FORD          | CROWN VIC    | 2FABP7BV5BX145664 | 2011 | SEDAN                        | \$ 25.00    |
| 2635242   | S313    | FORD          | CROWN VIC    | 2FABP7BV5AX127650 | 2010 | SEDAN                        | \$ 100.00   |
| 2580878   | 168     | FORD          | F250         | 1FTHF25F9VEB39094 | 1997 | DIESEL PICKUP 2WD            | \$ 250.00   |
| 2635252   | 19      | CHEVROLET     | COLORADO     | 1GCCS196X48170216 | 2004 | PICKUP 2WD                   | \$ 200.00   |
| 2636812   | 121     | INTERNATIONAL | 4200         | 1HTMPAFM44H653180 | 2004 | ALTEC BUCKET TRUCK           | \$ 1,000.00 |
| 2635251   | MP29    | GMC           | SONOMA       | 1GTCS14Z8S8537516 | 1995 | PICKUP 2WD                   | \$ 500.00   |
| 2635259   | 12      | TOYOTA        | PRIUS        | JTDKB20U383387526 | 2008 | HYBRID SEDAN                 | \$ 250.00   |
| 2635238   | 730     | FRUEHAUF      | TD25-25W     | 1H3C0312XM300901  | 1990 | TILT DECK TRAILER            | \$ 500.00   |
| 2635261   | 751     | MILITARY      | STEWART      | WA98-226625       | 1990 | TRAILER                      | \$ 20.00    |
| 2635254   | 2103    | MK DIAMOND    | MK2020       | 582193            | 2006 | CONCRETE SAW                 | \$ 100.00   |
| 2630866   | 2309    | JOHNSON       | MIL6A1       | 0066J7368         | 1969 | TRAILER                      | \$ 20.00    |
| 2653400   | S279    | FORD          | CROWN VIC    | 2FAFP71W83X108668 | 2003 | SEDAN                        | \$ 100.00   |
| 2713905   | A51     | FORD          | ESCORT LX    | 3FALP15P7VR151550 | 1997 | WAGON                        | \$ 100.00   |
| 2713924   | DP6     | CHEVROLET     | SONOMA       | 1GTCS19XXK512747  | 1999 | EXT CAB PICKUP               | \$ 350.00   |
| 2713933   | 162     | CHEVROLET     | C1500        | 1GCEC19H7PE202231 | 1993 | EXT CAB PICKUP 2WD           | \$ 200.00   |
| 2716486   | A49     | CHEVROLET     | S10          | 1GCCT19Z3MO189986 | 1991 | EXT CAB PICKUP 4WD           | \$ 100.00   |
| 2716497   | MP130   | FORD          | F250         | 1FTSF20R98EC60431 | 2008 | DIESEL PICKUP 2WD            | \$ 500.00   |
| 2717170   | 2361    | CIMLINE       | 110DH MELTER | 02-110-166        | 2002 | CRACK SEALER/THERMO STRIPPER | \$ 100.00   |
| 2717322   | MP84    | JOHN DEERE    | LX279        | MOL279B071967     | 2004 | RIDING LAWN MOWER            | \$ 20.00    |
| 2718160   | 2363    | ATLAS COPCO   | COBRA-COMBI  | 2046              | 2007 | HAMMER/DRILL                 | \$ 25.00    |
| 2718179   | 2354    | LITEREADER    |              |                   | 1999 | TRAFFIC READER BOARD         | \$ 25.00    |
| 2718179   | 1749    | HWY EQ CO.    | SANDER       |                   | 1985 | TAILGATE SANDER              | \$ 20.00    |
| 2719651   | 174     | CHEVROLET     | SILVERADO    | 1GCHC24215E246762 | 2005 | 2500HD 2WD DIESEL PICKUP     | \$ 300.00   |
| 2721210   | S322    | FORD          | EXPLORER     | 1FM5K8AR4DGC73706 | 2013 | POLICE INTERCEPTOR-PARTS CAR | \$ 50.00    |
|           |         |               |              |                   |      | MISC                         |             |
| 2713942   |         |               |              |                   |      | RELIANCE - SUBMERSIBLE PUMP  | \$ 5.00     |
| 2713952   |         |               |              |                   |      | LINCOLN - WIRE FEED WELDER   | \$ 20.00    |
| 2713955   |         |               |              |                   |      | LINCOLN - A/C MOTOR          | \$ 5.00     |
| 2718180   |         |               |              |                   |      | 24IN. DIGGING BUCKET         | \$ 20.00    |
| 2719914   |         |               |              |                   |      | ASST. REPAIR MANUALS         | \$ 20.00    |
| 2719962   |         |               |              |                   |      | 30FT STORAGE CONTAINER       | \$ 5.00     |
| 2719962   |         |               |              |                   |      | 40FT STORAGE CONTAINER       | \$ 5.00     |
| 2719968   |         |               |              |                   |      | SLOPE KING GRADER ATTCHMNT   | \$ 50.00    |
| 2719969   |         |               |              |                   |      | LOADER BUCKET                | \$ 20.00    |
| 2719971   |         |               |              |                   |      | MISC. USED WEED-EATER PARTS  | \$ 5.00     |
|           |         |               |              |                   |      |                              |             |
|           |         |               |              |                   |      | ROADS EQUIPMENT              |             |
|           |         |               |              |                   |      |                              |             |
|           |         |               |              |                   |      | TOTAL MINIMUM BIDS           | \$ 5,210.00 |



## AGENDA ITEM SUMMARY

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

5  
2/8/21

**Department:** Dept. of Community Development

**WORK SESSION** ☒ **Meeting Date:** 2-8-21

**REGULAR AGENDA** ☒ **Meeting Date:** 2-16-21

**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 Request for Reconveyance |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

Through the Community Trade and Economic Development Community Development (now the Dept. of Commerce) Block Grant Program, Housing Rehabilitation Grants #00-00-64020-003 and 04-64004-044 - Sub-recipient Olympic Community Action Programs - non-interest loans were provided to low-income housing units. Borrowers signed deeds of trust in favor of the county. The borrower has paid the full amount of the loan and is now requesting the county to reconvey. Attached is confirmation that the loan has been paid. This request is for the BOCC Chair to sign the Request for Reconveyance, Substitution of Trustee, & Indemnification of Lost Note. Assessor's Parcel #033030 420090, Phyllis Slick.

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

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

**County Official signature & print name:** Mary Ellen Winborn Mary Ellen Winborn

**Name of Employee/Stakeholder attending meeting:** Lori Kennedy

**Relevant Departments:** DCD

**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)

Slick Agenda Item Summary for RECONVEYANCE

Revised: 3-04-2019

AFTER RECORDING MAIL TO:  
Olympic Peninsula Title Co.  
403 South Peabody  
Port Angeles, WA 98362

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## SUBSTITUTION OF TRUSTEE

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Whereas, **CLALLAM TITLE COMPANY**, a Corporation, is the Original Trustee, and the undersigned, **THE COUNTY OF CLALLAM**, is the present beneficiary under that certain Deed of Trust executed by **PHYLLIS V. SLICK, a single person on and at all times since October 13, 1998**, as Grantors on **MARCH 11, 1999**, said Deed of Trust was recorded in the office of the county recorder of **Clallam** County on **May 5, 1999** under recording number **1999 1029174**, and covers real property situated in the county of Clallam, State of Washington Legal Description contained in said Deed of Trust.

Whereas the undersigned Beneficiary hereby substitute a new trustee under said Deed of Trust in the place and stead of said Trustee:

Now therefore, the undersigned Beneficiary hereby substitutes and appoints **OLYMPIC PENINSULA TITLE COMPANY**, whose address is **403 SOUTH PEABODY, PORT ANGELES, WA 98362** as Successor Trustee under said Deed of Trust.

Dated \_\_\_\_\_

\_\_\_\_\_  
(Beneficiary)

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

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

STATE OF \_\_\_\_\_ } SS:  
COUNTY OF \_\_\_\_\_ } SS:

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
The person (s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledge it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

Place Notary Seal and/or Stamp above.

**Indemnification of Lost Original Note  
and/or Deed of Trust and Request for Full Reconveyance**

The undersigned is/are the beneficiary(ies) and holder of that certain Deed of Trust and Original Note executed by **Phyllis V. Slick a single person**, as Grantor(s), **County of Clallam**, as Beneficiary(ies), and **Clallam Title Company**, as Trustee, dated **March 11, 1999**, recorded on **May 5, 1999**, in the office of the county recorded of Clallam County, State of Washington Auditor's File No. **1999 1029174**.

It is hereby certified that although a diligent search has been made for the original Promissory Note and/or Deed of Trust that the same has/have been lost and cannot be found.

The undersigned hereby agrees (s) to hold and save said Trustee harmless from and against any and all liability and loss it may suffer by reason of the fact that it is executing a Reconveyance of the Deed of Trust recorded against that certain real property securing said instrument, without the surrender to said Trustee of the Original Note and/or Deed of Trust in the amount of \$ **16,686.86**.

The Note and all other indebtedness secured by said Deed of Trust have been Fully Satisfied.

You are therefore requested, upon payment of all sums owing to you, to reconvey without warrantee, to the person (s) entitled thereto, the right, title, and interest now held by you thereunder.

\_\_\_\_\_  
\_\_\_\_\_

STATE OF WASHINGTON} SS  
County of Clallam } SS

**ACKNOWLEDGEMENT – Representative Capacity**

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he/she signed this  
instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as  
the

\_\_\_\_\_  
\_\_\_\_\_ of

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
*Notary Public in and for the State of Washington,  
residing at*

*My appointment expires* \_\_\_\_\_

**CLALLAM COUNTY  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
223 E. 4th St., Ste. 5, Port Angeles, WA 98362-0149**

**PAYOFF REQUEST FOR COMMUNITY DEVELOPMENT BLOCK GRANT 00-64020-003**

To: Phyllis V. Slick  
1871 3rd Street  
Sequim, WA 98382

| Date     | Invoice     |
|----------|-------------|
| 1/5/2020 | PS 20200107 |

**PAYOFF FOR COMMUNITY DEVELOPMENT BLOCK GRANT LOAN FOR PHYLLIS V. SLICK IN ORDER TO  
ISSUE RECONVEYANCE OF DEED OF TRUST**

Parcel #033030 42090  
Deed of Trust #1999 1029174  
Loan Date: March 11, 2000  
Loan Due Date: March 11, 2020

Loan Amount \$16,868.86

**Please remit to:**  
**Clallam County Community Development**  
**223 E. 4th St., Ste. 5**  
**Port Angeles, WA 98362**  
**Attn: Lori Kennedy**

**TOTAL DUE: \$16,868.86**

*1-5-21 Emailed to jessica Jeth @  
Olympic Peninsula Title  
jessica @ olympentitle . com  
JK*



CLALLAM COUNTY  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
223 E. 4th St., Ste. 5, Port Angeles, WA 98362-0149  
(360) 417-2354

DEPOSIT SLIP

RECEIVED FROM:

Phyllis V. Slick  
1871 3rd Street  
Sequim, WA 98382

DATE

1/29/2021

| DESCRIPTION | AMOUNT |
|-------------|--------|
|-------------|--------|

CDBG GRANT #00-64020-003

\$16,868.86

March 11, 1999 Phyllis V. Slick borrowed \$16,868.86 provided by the CTED to Clallam County to use for housing rehabilitation. It is on Assessor's Parcel Number 033030 42090. Deed of Trust #1999 1029174

The Slick loan has been paid in full on check #100469 dated 1-25-21 from Olympic Peninsula Title Company

RECEIPT TO:

CTED CDBG HOUSING REHABILITATION GRANT  
19951.291.33314.22.8905



495 W. Spruce #5  
Sequim, WA 98382  
(360) 683-4179



CHECK NO. 100469

98-7084/3251

Escrow No.: 120919-JT

Date: 1/25/2021

\$ 16,868.86

PAY SIXTEEN THOUSAND EIGHT HUNDRED SIXTY EIGHT AND 86/100 DOLLARS

To The Clallam County Community Development  
Order Attn: Lori Kennedy  
Of 223 E. 4th St., Ste. 5  
Port Angeles, WA 98362

Ref:

SEQUIM TRUST IO/TA

TWO SIGNATURES REQUIRED OVER \$10,000

⑈ 100469 ⑈ ⑆ 325170848⑆ 0156059503 ⑈

DETACH AND RETAIN THIS STATEMENT

THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS DESCRIBED BELOW. IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

OLYMPIC PENINSULA TITLE CO. SEQUIM TRUST IO/TA

Date: 1/25/2021 Escrow No.: 120919-JT (CK) Closed: 1/22/2021

Payee: Clallam County Community Development

Attn: Lori Kennedy  
223 E. 4th St., Ste. 5  
Port Angeles, WA 98362

Seller: Estate of Phyllis V. Slick

Buyer: Robert Williams and Hayley Williams

Payoff

Property: 1871 South Third Avenue, Sequim, WA  
98382

Ref:

Memo 1:

Memo 2:

Detail: Payoff 16,868.86

OPT FOR OLYMPIC PENINSULA TITLE

## Loan Close Out

**Borrower's Name:** Phyllis Slick

**Address:** 1871 3rd St  
Sequim, WA 98382

**Amount Due & Payable:** \$16,868.86

**Loan Date:** 3/11/99

**Due Date:** March 11, 2019

**Title Policy #:** 48 0033 107 00002934

**Title Ref. #:** 74444-PC

**Promissory Note:** ☒

**Principle reduced by remaining contingency** ☒ \$174.47

**Deed of Trust:** ☒

**DOT Record #:** 1999 1029174

**DOT Record Date:** 5/5/99

**Loan Agreement** ☒

## contract worksheet

| Contract and Loan Worksheet                                                                                                                                                                                                                                                                                        |     |                               |                                 |                                  |                              |           |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------------------------|---------------------------------|----------------------------------|------------------------------|-----------|--------|
| Borrower:                                                                                                                                                                                                                                                                                                          |     | 98CC10L                       |                                 | 3/4/99                           |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    |     | Phyllis Slick                 |                                 |                                  |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    |     | 1871 3rd St                   |                                 |                                  |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    |     | Seqium, WA 98382              |                                 |                                  |                              |           |        |
| Contractor:                                                                                                                                                                                                                                                                                                        |     | Cozi Homes                    |                                 |                                  |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    |     | 324 E 9th St                  |                                 |                                  |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    |     |                               | FUNDING SOURCE                  |                                  |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    |     |                               | Housing<br>Preservation<br>Loan | Housing<br>Preservation<br>Grant | CJCAC<br>MHRP                | Homeowner | Other  |
| Project                                                                                                                                                                                                                                                                                                            | A   | Health & Safety               | \$12,008.29                     |                                  |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    | A-1 | Health & Safety - other       | \$0.00                          |                                  |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    | B   | Energy Conservation           | \$0.00                          |                                  |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    | C   | Exterior Blighting            | \$2,000.00                      |                                  |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    | D   | Building Conservation         | \$340.00                        |                                  |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    | E   | Modernization                 | \$0.00                          |                                  |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    |     | Total Project                 | \$14,348.29                     | \$0.00                           | \$0.00                       | \$0.00    | \$0.00 |
|                                                                                                                                                                                                                                                                                                                    |     | Contract total (materials and | \$13,297.77                     |                                  |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    |     | Washington State Sales Tax    | \$1,050.52                      | (\$0.00)                         | check on sales tax, s/b 0.00 |           |        |
|                                                                                                                                                                                                                                                                                                                    |     | Contract total                | \$14,348.29                     |                                  |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    |     | Contingency                   | \$2,500.00                      | plug here                        |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    |     | Credit Report                 | \$4.00                          | filled                           |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    |     | Title Insurance               | \$113.30                        | filled                           |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    |     | Recording Fee                 | \$13.00                         | filled                           |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    |     | Pest Inspection               | \$64.74                         | filled                           |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    |     | other                         | \$0.00                          | filled                           |                              |           |        |
|                                                                                                                                                                                                                                                                                                                    |     | total loan                    | \$17,043.33                     |                                  |                              |           |        |
| <p>Worklist includes: Replace patio slab and west deck. Remove carport. Tear off and reshingle roof with metal roof. Install firewall in storage room. Repair plumbing drain lines under sink. Safe-up electrical in entire house, including GFI outlets and hard-wired smoke alarms. Paint exterior of house.</p> |     |                               |                                 |                                  |                              |           |        |

# DISCLOSURE STATEMENT

**NAME:** Phyllis Slick

## **PRESERVATION LOAN:**

|                                         |             |
|-----------------------------------------|-------------|
| Base Amount of Preservation Work        | \$14,348.29 |
| Less grant                              | \$0.00      |
| Contingencies                           | \$2,500.00  |
| Loans Refinanced                        | \$0.00      |
| Current Accruals of Taxes and Insurance | \$0.00      |
| Credit Report                           | \$4.00      |
| Title Insurance                         | \$113.30    |
| Recording Fees                          | \$13.00     |
| Appraisal                               | \$0.00      |
| Pest Inspection                         | \$64.74     |

**TOTAL AMOUNT TO BE FINANCED.....** **\$17,043.33**

## **FINANCE CHARGES:**

|                                                                                      |               |
|--------------------------------------------------------------------------------------|---------------|
| Interest Rate on the Note                                                            | 0%            |
| (May be increased or reduced at annual review as specified in your Promissory Note.) |               |
| Interest                                                                             | \$0.00        |
| Other Finance Charges                                                                | \$0.00        |
| <b>TOTAL FINANCE CHARGE .....</b>                                                    | <b>\$0.00</b> |

**ANNUAL PERCENTAGE RATE (APR)** 0%

## **REPAYMENT TERMS:**

|                                                         |                           |
|---------------------------------------------------------|---------------------------|
| Number of Monthly Payments                              | * See Your Loan Documents |
| Date of first Payment                                   | * See Your Loan Documents |
| Amount of first Payment                                 | * See Your Loan Documents |
| Amount of Monthly Payment is:<br>Principle and Interest | * See Your Loan Documents |

As long as you own and live in the house, the loan will be due 20 years from today in one balloon payment of \$17,043.33.

**TOTAL OF ALL PAYMENTS ON PRINCIPLE AND INTEREST IS: .....**

**\$17,043.33**

I have received a copy of this disclosure statement:

Phyllis Slick  
Borrower

3/11/99  
date



**PROJECT # 98CC10L**

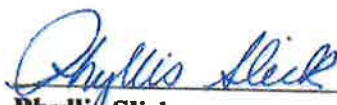
**PAYMENTS ARE TO BE MADE TO:**

**Clallam-Jefferson Community Action Council  
PO Box 1540  
Port Townsend, WA 98368**

***THIS PRESERVATION LOAN IS SECURED BY A LIEN ON REAL PROPERTY  
LOCATED AT:***

**1871 3rd St Sequim, WA 98382**  
*"Evidenced by a Deed of Trust"*

***I HAVE RECEIVED A COPY OF THIS DISCLOSURE STATEMENT.***

  
**Phyllis Slick**

  
**DATE**



# Clallam County Housing Preservation Program

## Truth-In-Lending Disclosure Statement

TO: Phyllis Slick

LENDER: CLALLAM COUNTY

Housing Preservation Program

1871 3rd St 106 N. Lincoln Street

Sequim, WA 98382

Port Angeles, WA 98362

LOAN TYPE: **OWNER OCCUPIED**

DATE: March 11, 1999

| ANNUAL<br>PERCENTAGE<br>RATE * | AMOUNT<br>FINANCED                                            | TOTAL OF ALL<br>PAYMENTS                                                           | FINANCE<br>CHARGE                              | TOTAL REHAB<br>COSTS                                                             |
|--------------------------------|---------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------------------------------------------|
| 0%                             | The amount of credit<br>provided to you or on<br>your behalf. | The amount you will have<br>paid after you have made all<br>payments as scheduled. | The dollar amount the<br>credit will cost you. | The total cost of your<br>purchase on credit, including<br>your down payment of: |
|                                | \$17,043.33                                                   | \$17,043.33                                                                        | \$0.00                                         | \$17,043.33                                                                      |
|                                |                                                               |                                                                                    |                                                | \$0.00 (Down Payment)                                                            |

\* The annual percentage rate does not take into account any deposit you may have been required to make by the Clallam County Housing Preservation Program.

### YOUR PAYMENT SCHEDULE WILL BE:

| Number of Payments        | Amount of Each Payment    | When Payments are Due                                                                                                                           |
|---------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| 0<br>* See Loan Agreement | 0<br>* See Loan Agreement | 20 Years from closing, or when ownership<br>transfers, or when property is no longer<br>occupied by owner as agreed.<br>** Refer to note below. |

**Insurance:** You may obtain insurance against loss of or damage to property, or against liability arising out of the ownership or use of the property, if required, from any recognized insurer you want.

**Security:** You are giving a security interest in:

1871 3rd St, Sequim, WA 98382

(Brief description of property)

**Assumption:** Someone buying your house ☒ may, subject to conditions ☐ may not assume the remainder of the mortgage on the original term.

\*\* See your loan documents (Mortgage or Deed Of Trust, Promissory Note, Bid Proposal & Contract, Loan Agreement, etc.)

I acknowledge receipt of the above disclosures. I received an original of this statement prior to becoming legally obligated to the lender. I understand that these are only estimates.

Phyllis Slick  
Phyllis Slick

3/11/99  
Date



## Notice Of Opportunity To Rescind Loan Clallam County Housing Preservation Program

### NOTICE TO CUSTOMER REQUIRED BY FEDERAL LAW:

You have entered into a transaction on **MARCH 11, 1999** which will result in the City of Port Angeles obtaining a security interest on your property, located at:

**1871 3RD ST SEQUIM, WA 98382**

You have a legal right under federal law to cancel this transaction, without any penalty or obligation, within three (3) business days from the above date. If you cancel the transaction, the security interest on your home arising from this transaction is automatically void. If you decide to cancel this transaction, you may do so by notifying the Housing Preservation Program at 106 N. Lincoln Street, Port Angeles, WA 98362, by phoning (360) 452-2023, by personal appearance, mail or telegram sent not later than 5:00 p.m. of **3/16/99**. You may also use any other form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below.

### I HEREBY CANCEL THIS TRANSACTION:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer's Signature

### I ACKNOWLEDGE RECEIPT OF TWO (2) COPIES OF THIS NOTICE.

3/11/99  
\_\_\_\_\_  
Date

Phyllis Slick  
\_\_\_\_\_  
Phyllis Slick

\_\_\_\_\_  
Witness

**EFFECT OF RESCISSION:** When a customer exercises his-her right to rescind under paragraph (2) of this section, he/she is not liable for any finance or other charge, and any security interest becomes void upon such a rescission. Within 10 days after receipt of a notice of rescission, the creditor shall return to the customer any money or property given as earnest money, down payment or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction.

FILED FOR RECORD AT THE REQUEST  
Clallam Title Co  
OF  
RECORDED IN RECORDS/CLALLAM CO.



1999 1029174 Clallam  
County

99 MAY -5 PM 3:08

5  
CLALLAM COUNTY AUDITOR  
CLALLAM COUNTY, WASH.  
BY KUH DEPUTY

AFTER RECORDING, MAIL TO:  
Housing Preservation Program  
106 N Lincoln Street, Port Angeles, WA 98362

## DEED OF TRUST

74444  
**THIS DEED OF TRUST** is made this 11th day of **March, 1999**, among the Grantor(s), **PHYLLIS V. SLICK**, a single person on and at all times since October 13, 1998 [herein (Borrower(s))]; The Trustee, **CLALLAM TITLE COMPANY**; and The Beneficiary, **THE COUNTY OF CLALLAM** (herein "Lender"). Borrower, in consideration of the indebtedness herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property which is not used principally for agricultural or farming purposes located in the County of Clallam, State of Washington:

That portion of the Northwest quarter of the Southeast quarter of Section 30, Township 30 North, Range 3 West, W.M., described as follows:  
Beginning at the Southeast corner of the Northwest quarter of the Southeast quarter of said Section 30;  
Thence North along the East line thereof 700 feet;  
Thence West 6.2 feet to the TRUE POINT OF BEGINNING of this description;  
Thence West parallel with the North line of said Northwest quarter of the Southeast quarter 200 feet;  
Thence North parallel with the East line of said Subdivision 100 feet;  
Thence East parallel with the North line of said Subdivision 200 feet;  
Thence South parallel with the East line of said Subdivision 100 feet to the TRUE POINT OF BEGINNING;  
EXCEPT right of way conveyed to Clallam County by Deed recorded under Clallam County Auditor's File No. 380627.

*Situate in the County of Clallam, State of Washington.*

ASSESSORS PARCEL #033030 420090  
which has the address of **1871 3rd St, Sequim, WA 98382** (herein "property address"); together with all the improvements now or hereafter erected on the property, and all easements, rights, rents (subject however, to the rights and authorities given herein to Lender to collect and apply such rents), royalties, and all fixtures now or hereafter attached to the property, all of those, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by the Deed of Trust and all of the foregoing, together with said property are herein referred to as the "Property";

This Deed of Trust is for the purpose of securing performance of each agreement contained herein and the prepayment of the indebtedness evidenced by Borrower's note dated **March 11th, 1999**, (herein "Note"), in the principal sum of **Seventeen-Thousand-Forty-Three and 33/100 (\$17,043.33)**, with interest thereon; all renewals, modifications, and extensions thereof; and all other sums, with interest thereon, advanced to the Borrower by the Lender.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend the title for the Property against all claims and demands.

**COVENANTS: BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:**

1. **PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due the principal and interest on all indebtedness secured by this Deed.
2. **COMMENCEMENT OF CONSTRUCTION AND INSTALLATION OF PRESERVATION IMPROVEMENTS.** Borrower shall commence construction and installation of preservation improvements promptly, and in any event within sixty (60) days from the date of this instrument, and to complete same in accordance with any agreements relating to preservation plans and specifications satisfactory to Lender within twelve (12) months of the date of this instrument; shall allow Lender to inspect said improvements at all times during construction and installation thereof; and shall not discontinue work on the preservation of said residence for any reason, other than strikes, lock-outs, acts of God, fires, floods or other similar catastrophes, riots, war or insurrection for a period of more than thirty (30) days. Failure to comply with these provisions shall constitute a default, and upon default hereunder the entire indebtedness secured by the Deed of Trust shall be immediately due and payable, at the Lender's option.

Lender after due notice to the Borrower is hereby authorized to (a) enter upon the secured Property and employ any guards to protect the improvements from depredation or injury and to preserve and protect such Property, (b) to carry any or all then existing contracts between the Borrower and other parties for the purpose of making any of the improvements, (c) to make and enter into additional contracts and incur obligations of the Borrower hereunder, either in the name of the Lender or the Borrower and (d) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Lender provided in this Paragraph, all of which amount so paid by the Lender, with interest thereon from the date of each such payment, at the rate contained in the Note, shall be payable by the Borrower to the Lender on demand, and shall be secured by this Deed of Trust.

3. **APPLICATION OF PAYMENTS.** Unless applicable law provides otherwise, all payments received by Lender from the Borrower shall be applied by the Lender first in payment of interest due, then to the principal due, and then to late charges, if any.
4. **CHARGES; LIENS.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, directly to the payee thereof. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien in legal proceedings which present the enforcement of the lien or forfeiture of the Property or any part thereof.
5. **HAZARD INSURANCE.** Borrower shall keep the improvements now existing or hereafter erected on the Property continuously insured against losses by fire and other hazards in an amount which shall exceed that amount of coverage required to pay the sum secured by the Deed of Trust and prior liens existing on the subject Property.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repairing economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option to restoration or repair of the Property or to the sums secured by this Deed of Trust.

In the event of foreclosure, all rights, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Borrower shall keep the Property in good repair and shall not permit impairment or deterioration of the Property.

7. **PROTECTION OF LENDER'S SECURITY.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, or arrangements or proceedings involving a bankruptcy or death of Borrower, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest including, but not limited to, payment of Borrower's obligations under a Mortgage or Deed of Trust, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amount disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the outstanding principal due under this Note. Nothing contained in this paragraph shall require Lender to incur expense or take any action hereunder.

8. **CONDEMNATION.** The proceeds of any award to claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds to the sums secured by this Deed of Trust.

9. **BORROWER NOT RELEASED.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to the Borrower shall not operate to release, in any manner, the liability of the Borrower.

10. **FORBEARANCE BY LENDER NOT A WAIVER.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

11. **REMEDIES CUMULATIVE.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY.** The covenants and agreements herein contained shall bind, and the right hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several.

13. **NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail, return receipt required, addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by mailing such notice by certified mail, return receipt required, addressed to Lender's Address stated herein or at such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. **TRANSFER OF PROPERTY.** If all or any part of the Property or an interest therein is sold or transferred, assigned or conveyed, whether by deed, contract, or other instrument, by Borrower without Lender's prior written consent, Lender shall declare all sums secured by this Deed of Trust to be immediately due and payable.

15. **DEFAULT AND FORECLOSURE.** Upon default by Borrower in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and

payable at the option of the Lender. In such event and upon written request of Lender, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder.

Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (a) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (b) to the obligation secured by this Deed of Trust; (c) the surplus, if any shall be distributed to the persons entitled thereto.

Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Borrower had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the acts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy, Lender may cause this Deed of Trust to be foreclosed as a mortgage.

It is expressly understood by and between the parties that this Deed of Trust shall be construed under the laws of the State of Washington and that venue for any and all actions brought on this contract shall be in the Superior Court for Clallam County.

16. **ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraphs 14 and 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraphs 14 and 15 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

17. **RECONVEYANCE.** The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto, on written request of the Borrower and the Lender, or upon satisfaction of the obligation secured and written request for reconveyance made by the Lender or the person entitled thereto.

18. **SUCCESSOR TRUSTEE.** In the event of the death, incapacity or resignation of Trustee, Lender may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is received, the successor trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Borrower, Trustee or Lender shall be a party unless such action or proceeding is brought by the Trustee.

**BORROWER(S):**

Phyllis Slick  
Phyllis Slick  
3/11/99  
Date

**LENDER:**

**THE COUNTY OF CLALLAM**  
Housing Preservation Program  
106 N. Lincoln Street  
Port Angeles, WA 98362

**Property**      **1871 3rd St**  
**Address:**      **Sequim, WA 98382**

**Signature:** Bob Mait  
Authorized Signature, Clallam County

State of Washington  
County of **Clallam**

On this 11th day of March, 1999, personally appeared before me Phyllis Slick to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that She signed the same as Her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of March, 1999



Bob Mait  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

residing at:

My appointment Expires:

Port Angeles  
5/12/01

**REQUEST OF RECONVEYANCE**

**TO TRUSTEE:**

The undersigned is the holder of the Note or notes secured by this Deed of Trust. Said Note or notes, together with all other indebtedness secured by this Deed of Trust have been paid in full. You are hereby directed to cancel said Note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person legally entitled thereto.

LENDER

DATE



## AGENDA ITEM SUMMARY

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

6  
2/8/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 02-08-21

REGULAR AGENDA ☒ Meeting Date: 02-16-21

### 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       |

Documents exempt from public disclosure attached: ☐

### Executive summary:

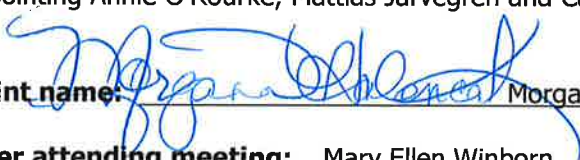
Vacancies exist on the Permit Advisory Board due to the expiration of terms. A press release was issued in November 2020 to solicit applications from interested citizens. The current members with the expiring terms were notified. The members with the expiring terms notified the Commissioner's Office in writing they are interested in continuing to serve and asked to be considered for another term. No other applications were received.

The Director of the Department of Community Development supports the reappointment of Annie O'Rourke, Mattias Jarvegren and Carla Sebastian to the Permit Advisory Board.

**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 reappointing Annie O'Rourke, Mattias Jarvegren and Carla Sebastian to the Permit Advisory Board.

**County Official signature & print name:**  Morgann Halencak, Deputy Clerk

**Name of Employee/Stakeholder attending meeting:** Mary Ellen Winborn

**Relevant Departments:** DCD/BOCC

**Date submitted:** 02/01/21

\* Work Session Meeting - Submit 1 single sided/not stapled copy Reappointing Annie O'Rourke, Mattias Jarvegren and Carla Sebastian 02-16-21

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

Revised: 3-04-2019



RESOLUTION \_\_\_\_\_, 2021

REAPPOINTING MEMBERS TO THE PERMIT ADVISORY BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Permit Advisory Board due to the expiration of terms.
2. A press release was issued in November 2020 to solicit applications from interested citizens. The current members with the expiring terms were notified.
3. The members with the expiring terms notified the Commissioner's Office in writing they are interested in continuing to serve and asked to be considered for another term. No other applications were received.
4. The Director of the Department of Community Development supports the reappointment of Annie O'Rourke, Mattias Jarvegren and Carla Sebastian to the Permit Advisory Board.

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

1. **Annie O'Rourke** is reappointed as the Code consultant representative for a term ending December 31, 2023.
2. **Mattias Jarvegren** is reappointed as the Energy Industry representative for a term ending December 31, 2023.
3. **Carla Sebastian** is reappointed as the Homebuilders' Association representative for a term ending December 31, 2023.

PASSED AND ADOPTED this sixteenth day of February 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

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

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

\_\_\_\_\_  
Bill Peach

ATTEST:

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

cc: A22.171  
Appointee  
DCD

7  
2/8/21  
ya



# AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 02/08/21

REGULAR AGENDA ☒ Meeting Date: 02/09/21

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 - Notice |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

Board of Clallam County Commissioners will consider adopting by Resolution the attached budget reduction on February 23, 2021.  
Budget reductions – a reduction in revenues and/or expenditures.

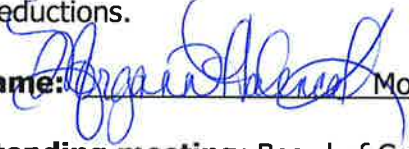
**Budgetary impact:** (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action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

General Fund Reserves - (\$450,000)

Health and Human Services - Operations – (\$450,000)

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

Approve the attached notice – Budget reductions.

**County Official signature & print name:**  Morgann Halencak, Deputy Clerk

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners

**Relevant Departments:** All Departments

**Date submitted:** February 3, 2021

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



## NOTICE OF BUDGET REDUCTION

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget reduction shown below on February 23, 2021 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

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

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

A copy of the budget change form may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: February 9, 2021

Mark Ozias, Chair

Publish: February 14 and 21, 2021

Bill: Commissioners' Office

c: Budget Director  
Department(s)  
Treasurer

# CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/20/2021

Budget Hearing/Meeting Date: 2/23/2021

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- X **Budget Reduction** – a reduction in revenues and/or expenditures

|                                 |           |                    |                       |
|---------------------------------|-----------|--------------------|-----------------------|
| <b>Budget Number xxxxx.xxx.</b> | 00100.293 | <b>Budget Name</b> | General Fund Reserves |
|---------------------------------|-----------|--------------------|-----------------------|

## REVENUE/SOURCE

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME         | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION                   | AMOUNT  |
|-----------------------------|-------------------|------------------------------|---------------------------------------|---------|
| 00100.293                   | General Fund Res. | 59762.00.0000                | Transfer to Health and Human Services | 450,000 |
|                             |                   |                              |                                       |         |
|                             |                   |                              |                                       |         |
|                             |                   |                              |                                       |         |
|                             |                   |                              |                                       |         |
|                             |                   |                              |                                       |         |
|                             |                   |                              |                                       |         |
|                             |                   |                              |                                       |         |
| Total                       |                   |                              |                                       | 450,000 |

## EXPENDITURES

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME             | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION | AMOUNT  |
|-----------------------------|-----------------------|------------------------------|---------------------|---------|
| 00100.293                   | General Fund Reserves | 50800.00.0000                | Ending Fund Balance | 450,000 |
| Total                       |                       |                              |                     | 450,000 |

Revenue/Source and Expenditure totals must agree.

## REASON FOR BUDGET ACTION:

The budgeted General Fund transfer to Health and Human Services in the amount of 450,000 for the Social Distancing Center is no longer needed. CARES funding has been approved for extension to June 30, 2021 which will provide the necessary funding to operate the Social Distancing Center. (1 of 2)

County Official Approval: \_\_\_\_\_

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

# CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/20/2021

Budget Hearing/Meeting Date: 2/23/2021

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- X **Budget Reduction** – a reduction in revenues and/or expenditures

|                                 |           |                    |                                        |
|---------------------------------|-----------|--------------------|----------------------------------------|
| <b>Budget Number xxxxx.xxx.</b> | 11301.511 | <b>Budget Name</b> | Health and Human Services - Operations |
|---------------------------------|-----------|--------------------|----------------------------------------|

## REVENUE/SOURCE

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME                              | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION                 | AMOUNT  |
|-----------------------------|----------------------------------------|------------------------------|-------------------------------------|---------|
| 11301.511                   | Health and Human Services - Operations | 39762.00.0000                | Transfer from General Fund Reserves | 450,000 |
|                             |                                        |                              |                                     |         |
|                             |                                        |                              |                                     |         |
|                             |                                        |                              |                                     |         |
|                             |                                        |                              |                                     |         |
|                             |                                        |                              |                                     |         |
|                             |                                        |                              |                                     |         |
|                             |                                        |                              |                                     |         |
| Total                       |                                        |                              |                                     | 450,000 |

## EXPENDITURES

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME                              | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION | AMOUNT  |
|-----------------------------|----------------------------------------|------------------------------|---------------------|---------|
| 11301.511                   | Health and Human Services - Operations | 50800.00.0000                | Ending Fund Balance | 450,000 |
| Total                       |                                        |                              |                     | 450,000 |

Revenue/Source and Expenditure totals must agree.

## REASON FOR BUDGET ACTION:

The budgeted General Fund transfer to Health and Human Services in the amount of 450,000 for the Social Distancing Center is no longer needed. CARES funding has been approved for extension to June 30, 2021 which will provide the necessary funding to operate the Social Distancing Center. (2 of 2)

County Official Approval: \_\_\_\_\_

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)



8  
2/8/21  
46

## AGENDA ITEM SUMMARY

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

**Department:** BOCC

**WORK SESSION**    ☒ **Meeting Date:** 02/08/21

**REGULAR AGENDA**    ☒ **Meeting Date:** 02/09/21

**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 - Notice |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on February 23, 2021.

Budget revisions – Transfer or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase.

**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?** ☐

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

**Recommended action:** (Does the Board need to act? If so, what is the department's recommendation?)  
Approve the attached notice – Budget revisions.

**County Official signature & print name:** Morgann Halencak

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners

**Relevant Departments:** All Departments

**Date submitted:** February 3, 2021

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



## NOTICE OF BUDGET REVISION MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board the budget revision shown below on February 23, 2021 at 10 a.m. in the Commissioners' Meeting Room (160), Clallam County Courthouse.

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

A copy of the budget change forms may be reviewed at the office of the Board of County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: February 9, 2021

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

Publish: February 14 and 21, 2021

Bill: Commissioners' Office

c: Budget Director  
Department(s)  
Treasurer

# CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/20/2021

Budget Hearing/Meeting Date: 2/23/2021

- **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- X **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

|                                 |           |                    |                           |
|---------------------------------|-----------|--------------------|---------------------------|
| <b>Budget Number xxxxx.xxx.</b> | 19925.291 | <b>Budget Name</b> | NonDept – Hotel/Motel Tax |
|---------------------------------|-----------|--------------------|---------------------------|

## REVENUE/SOURCE

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME                 | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION    | AMOUNT  |
|-----------------------------|---------------------------|------------------------------|------------------------|---------|
| 19925.291                   | NonDept – Hotel/Motel Tax | 55730.49.0230                | Unanticipated Projects | 701,000 |
|                             |                           |                              |                        |         |
|                             |                           |                              |                        |         |
| Total                       |                           |                              |                        | 701,000 |

## EXPENDITURES

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME                 | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION                   | AMOUNT  |
|-----------------------------|---------------------------|------------------------------|---------------------------------------|---------|
| 19925.291                   | NonDept – Hotel/Motel Tax | 55730.41.0116                | Clallam Bay-Sekiu Chamber of Commerce | 12,000  |
| 19925.291                   | NonDept – Hotel/Motel Tax | 55730.41.0121                | Olympic Peninsula Visitor Bureau      | 500,000 |
| 19925.291                   | NonDept – Hotel/Motel Tax | 55730.41.5110                | Parks/Fair/Facilities                 | 39,000  |
| 19925.291                   | NonDept – Hotel/Motel Tax | 55730.41.5120                | Public Works                          | 150,000 |
| Total                       |                           |                              |                                       | 701,000 |

Revenue/Source and Expenditure totals must agree.

## REASON FOR BUDGET ACTION:

Reallocation of funding to correct BARS lines for the new 2021 contracts.

County Official Approval: \_\_\_\_\_

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

A handwritten signature in black ink, appearing to be "J. Cook", written over a horizontal line.



## AGENDA ITEM SUMMARY

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

9  
2/8/21  
4c

Department: BOCC

WORK SESSION ☒ Meeting Date: 02/08/21

REGULAR AGENDA ☒ Meeting Date: 02/09/21

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 - Notice |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on February 23, 2021  
Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

**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?** ☐

Juvenile Services –\$13,139  
Public Works – Roads - \$150,000  
Noxious Weed Control – \$5,528  
Sheriff – Jail Medical - \$28,480

**Recommended action:** (Does the Board need to act? If so, what is the department's recommendation?)  
Approve the attached notice of supplemental appropriations.

**County Official signature & print name:** Morgann Halencak

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners

**Relevant Departments:** All Departments

**Date submitted:** February 3, 2021

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



## NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on February 23, 2021 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

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

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

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

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

Copies of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: 09 February 2021

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

Publish: February 14 and 21

Bill: Commissioners

c: Budget Director  
Treasurer  
Department(s)

# CLALLAM COUNTY BUDGET CHANGE FORM

1/11/2021

2/23/2021



Date Submitted: 01/08/2021 Budget Hearing/Meeting Date: 02/22/2021-

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

|                                 |            |                    |                    |
|---------------------------------|------------|--------------------|--------------------|
| <b>Budget Number xxxxx.xxx.</b> | 00100.851✓ | <b>Budget Name</b> | Juvenile Services✓ |
|---------------------------------|------------|--------------------|--------------------|

## REVENUE/SOURCE

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME          | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION              | AMOUNT   |
|-----------------------------|--------------------|------------------------------|----------------------------------|----------|
| 00100.851. ✓                | Juvenile Services✓ | 33404.66.0017 ✓              | Secure Crisis Residential Center | 13,139   |
|                             |                    |                              |                                  |          |
|                             |                    |                              |                                  |          |
|                             |                    |                              |                                  |          |
|                             |                    |                              |                                  |          |
| Total                       |                    |                              |                                  | 13,139 ✓ |

## EXPENDITURES

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME               | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION | AMOUNT   |
|-----------------------------|-------------------------|------------------------------|---------------------|----------|
| 00100.293. ✓                | General Fund Reserves ✓ | 50800.00.0000 ✓              | Ending Fund Balance | 13,139   |
|                             |                         |                              |                     |          |
|                             |                         |                              |                     |          |
|                             |                         |                              |                     |          |
|                             |                         |                              |                     |          |
|                             |                         |                              |                     |          |
|                             |                         |                              |                     |          |
|                             |                         |                              |                     |          |
|                             |                         |                              |                     |          |
|                             |                         |                              |                     |          |
| Total                       |                         |                              |                     | 13,139 ✓ |

Revenue/Source and Expenditure totals must agree.

## REASON FOR BUDGET ACTION:

Additional funds for treatment support services for youth in Secure Crisis Residential Center (SCRC). Funding pays for salaries & benefit expenses that are already in the budget.

## County Official Approval:

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

CLALLAM CO. COMMISSIONERS

JAN 11 2021

11

# CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 01.13.21 ✓

Budget Hearing/Meeting Date: 02.23.21 ✓

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

|                                 |             |                    |                        |
|---------------------------------|-------------|--------------------|------------------------|
| <b>Budget Number xxxxx.xxx.</b> | 10101.611 ✓ | <b>Budget Name</b> | Public Works – Roads ✓ |
|---------------------------------|-------------|--------------------|------------------------|

## REVENUE/SOURCE

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME    | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION | AMOUNT      |
|-----------------------------|--------------|------------------------------|---------------------|-------------|
| 10101.611 ✓                 | PW – Roads ✓ | 38900.00.0030 ✓              | Hotel/Motel Tax     | \$150,000   |
|                             |              |                              |                     |             |
|                             |              |                              |                     |             |
|                             |              |                              |                     |             |
|                             |              |                              |                     |             |
| Total                       |              |                              |                     | \$150,000 ✓ |

## EXPENDITURES

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME    | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION | AMOUNT      |
|-----------------------------|--------------|------------------------------|---------------------|-------------|
| 10101.611 ✓                 | PW – Roads ✓ | 59520.61.7777 ✓              | PW Capital Land     | \$150,000   |
|                             |              |                              |                     |             |
|                             |              |                              |                     |             |
|                             |              |                              |                     |             |
|                             |              |                              |                     |             |
|                             |              |                              |                     |             |
|                             |              |                              |                     |             |
|                             |              |                              |                     |             |
|                             |              |                              |                     |             |
| Total                       |              |                              |                     | \$150,000 ✓ |

Revenue/Source and Expenditure totals must agree.

## REASON FOR BUDGET ACTION:

LTAC award approved by the BOCC on January 5, 2021, to support trail corridor acquisition efforts for the ODT Forks to LaPush segment.

County Official Approval: RJL

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

*[Signature]*

RECEIVED  
CLALLAM CO. COMMISSIONERS

JAN 14 2021

# CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED  
CLALLAM CO. COMMISSIONERS

JAN 15 2021



Date Submitted: 1/14/2021 ✓

Budget Hearing/Meeting Date: 2/23/2021 ✓

- X ✓ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- **Budget Reduction** – a reduction in revenues and/or expenditures

|                          |             |             |                      |
|--------------------------|-------------|-------------|----------------------|
| Budget Number xxxxx.xxx. | 13001.381 ✓ | Budget Name | Noxious Weed Control |
|--------------------------|-------------|-------------|----------------------|

## REVENUE/SOURCE

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME              | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION   | AMOUNT  |
|-----------------------------|------------------------|------------------------------|-----------------------|---------|
| 13001.381 ✓                 | Noxious Weed Control ✓ | 33402.10.5000 ✓              | WSDA Knotweed Program | 5,528   |
|                             |                        |                              |                       |         |
|                             |                        |                              |                       |         |
|                             |                        |                              |                       |         |
| Total                       |                        |                              |                       | 5,528 ✓ |

## EXPENDITURES

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME              | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION | AMOUNT  |
|-----------------------------|------------------------|------------------------------|---------------------|---------|
| 13001.381 ✓                 | Noxious Weed Control ✓ | 50800.00.0000 ✓              | Ending Fund Balance | 5,528   |
|                             |                        |                              |                     |         |
|                             |                        |                              |                     |         |
|                             |                        |                              |                     |         |
|                             |                        |                              |                     |         |
| Total                       |                        |                              |                     | 5,528 ✓ |

Revenue/Source and Expenditure totals must agree.

## REASON FOR BUDGET ACTION:

Reimbursement for 2020 Knotweed Program expenses not received until 2021.

County Official Approval: \_\_\_\_\_

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

*[Handwritten signature]*

15

# CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED  
CLALLAM CO. COMMISSIONERS

JAN 20 21

1...2...3...



Date Submitted: 01/20/2021

Budget Hearing/Meeting Date: 02/23/2021

- ☒ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☐ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

|                          |           |             |                        |
|--------------------------|-----------|-------------|------------------------|
| Budget Number xxxxx.xxx. | 00100.816 | Budget Name | Sheriff – Jail Medical |
|--------------------------|-----------|-------------|------------------------|

## REVENUE/SOURCE

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME              | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION    | AMOUNT    |
|-----------------------------|------------------------|------------------------------|------------------------|-----------|
| 00100.816.                  | Sheriff - Jail Medical | 34630.00.0025                | Mental Health Services | \$ 28,480 |
|                             |                        |                              |                        |           |
|                             |                        |                              |                        |           |
|                             |                        |                              |                        |           |
| Total                       |                        |                              |                        | \$ 28,480 |

## EXPENDITURES

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME             | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION | AMOUNT    |
|-----------------------------|-----------------------|------------------------------|---------------------|-----------|
| 00100.293.                  | General Fund Reserves | 50800.00.0000                | Ending Fund Balance | \$ 28,480 |
|                             |                       |                              |                     |           |
|                             |                       |                              |                     |           |
|                             |                       |                              |                     |           |
|                             |                       |                              |                     |           |
|                             |                       |                              |                     |           |
|                             |                       |                              |                     |           |
| Total                       |                       |                              |                     | \$ 28,480 |

Revenue/Source and Expenditure totals must agree.

## REASON FOR BUDGET ACTION:

To account for the amount that will be collected from Health and Human Services – Chemical Dependency/Mental Health fund (11323.511) in FY2021 for indirect costs associated with the Jail's Mental Health Professional position. The position's salary and benefit reimbursement cost is already included in the FY2021 budget.

County Official Approval: \_\_\_\_\_  
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

*[Handwritten signature]*



## AGENDA ITEM SUMMARY

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

10  
2/8/21  
yd

Department: BOCC

WORK SESSION ☒ Meeting Date: 2/8/21

REGULAR AGENDA ☒ Meeting Date: 2/9/21

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 - Notice |

Documents exempt from public disclosure attached: ☐

**Executive summary:**

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on February 23, 2021

Debatable emergency – Public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.

**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?** ☐

Non Departmental – Indigent Defense - \$7,715

Non Departmental - Hotel/Motel Tax – \$157,500

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

Approve the attached notice of debatable emergencies.

**County Official signature & print name:** Morgann Halencak

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners

**Relevant Departments:** All Departments

**Date submitted:** January 29, 2021

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



BUDGET RESOLUTION \_\_\_\_\_, 2021

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.140, the following facts constitute a public emergency that could not reasonably have been foreseen at the time of making the budget:

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

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

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

1. A public hearing on the debatable emergencies listed above will be held February 23, 2021 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this ninth day of February 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

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

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

\_\_\_\_\_  
Bill Peach

ATTEST:

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

Publish: February 14, 2021

Bill: Commissioners

c: Budget Director  
Treasurer  
Department(s)

# CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/20/2021

Budget Hearing/Meeting Date: 2/23/2021

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

|                                 |           |                    |                            |
|---------------------------------|-----------|--------------------|----------------------------|
| <b>Budget Number xxxxx.xxx.</b> | 00100.831 | <b>Budget Name</b> | NonDept – Indigent Defense |
|---------------------------------|-----------|--------------------|----------------------------|

## REVENUE/SOURCE

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME             | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION | AMOUNT |
|-----------------------------|-----------------------|------------------------------|---------------------|--------|
| 00100.293                   | General Fund Reserves | 50800.00.0000                | Ending Fund Balance | 7,715  |
|                             |                       |                              |                     |        |
|                             |                       |                              |                     |        |
| Total                       |                       |                              |                     | 7,715  |

## EXPENDITURES

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME                  | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION               | AMOUNT |
|-----------------------------|----------------------------|------------------------------|-----------------------------------|--------|
| 00100.831                   | NonDept – Indigent Defense | 51591.41.0062                | Indigent Defense – Superior Court | 4,166  |
| 00100.831                   | NonDept – Indigent Defense | 51591.41.0063                | Indigent Defense – District Court | 3,549  |
|                             |                            |                              |                                   |        |
|                             |                            |                              |                                   |        |
| Total                       |                            |                              |                                   | 7,715  |

Revenue/Source and Expenditure totals must agree.

## REASON FOR BUDGET ACTION:

Additional funding needed for the 2021 Amendment #1 to the Clallam County Public Defender contract.

County Official Approval:   
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)


# CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/20/2021

Budget Hearing/Meeting Date: 2/23/2021

- ☐ **Supplemental Appropriation** – increased expenditures due to unanticipated federal, state, or local funds
- ☒ **Debatable Emergency** – public emergency other than a non-debatable emergency which could not reasonably have been foreseen at the time of making the budget, requiring the expenditure of money not provided for in the budget.
- ☐ **Non-debatable Emergency** – for the relief of a stricken community requiring immediate address; to meet mandatory expenditures required by law
- ☐ **Budget Revision** – transfers or reallocations between departments within the same fund, or anytime a reallocation within the same budget would authorize a new permanent position or a new capital purchase
- ☐ **Budget Reduction** – a reduction in revenues and/or expenditures

|                                 |           |                    |                           |
|---------------------------------|-----------|--------------------|---------------------------|
| <b>Budget Number xxxxx.xxx.</b> | 19925.291 | <b>Budget Name</b> | NonDept – Hotel/Motel Tax |
|---------------------------------|-----------|--------------------|---------------------------|

## REVENUE/SOURCE

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME                    | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION | AMOUNT  |
|-----------------------------|------------------------------|------------------------------|---------------------|---------|
| 19925.291                   | NonDept –<br>Hotel/Motel Tax | 50800.00.0000                | Ending Fund Balance | 157,500 |
|                             |                              |                              |                     |         |
|                             |                              |                              |                     |         |
| Total                       |                              |                              |                     | 157,500 |

## EXPENDITURES

| BUDGET NUMBER<br>xxxxx.xxx. | DEPT NAME                    | BARS NUMBER<br>xxxxx.xx.xxxx | ACCOUNT DESCRIPTION               | AMOUNT  |
|-----------------------------|------------------------------|------------------------------|-----------------------------------|---------|
| 19925.291                   | NonDept –<br>Hotel/Motel Tax | 55730.49.0160                | PA Chamber of Commerce            | 35,000  |
| 19925.291                   | NonDept –<br>Hotel/Motel Tax | 55730.49.0170                | Port Angeles Marathon Association | 12,500  |
| 19925.291                   | NonDept –<br>Hotel/Motel Tax | 55730.49.0175                | Lincoln Park BMX Association      | 100,000 |
| 19925.291                   | NonDept –<br>Hotel/Motel Tax | 55730.49.0180                | Juan de Fuca Festival             | 10,000  |
| Total                       |                              |                              |                                   | 157,500 |

Revenue/Source and Expenditure totals must agree.

## REASON FOR BUDGET ACTION:

Reallocation of funds to correct BARS lines for new 2021 contracts based on approved applications.

County Official Approval: \_\_\_\_\_

(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

Two handwritten signatures in black ink, one above the other, located in the bottom right corner of the page.

20



## AGENDA ITEM SUMMARY

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

11  
2/8/21

**Department:** BOCC/Finance

**WORK SESSION** ☒ **Meeting Date:** 2/08/2021

**REGULAR AGENDA** ☒ **Meeting Date:** 2/16/2021

**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 # 19941.21.003 |                                      |
| <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 our 2021 Personal Services Agreement with the Clallam County Economic Development Corporation in the amount of \$100,000.

**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?** ☐

Funding for this contract is already included in the 2021 Budget.

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

Please review and sign.

**County Official signature & print name:** Debi Cook

A handwritten signature in green ink that reads "Debi Cook".

**Name of Employee/Stakeholder attending meeting:** Mark Ozias

**Relevant Departments:** BOCC/Finance

**Date submitted:** 2/02/2021

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



## PERSONAL SERVICES AGREEMENT

Contract Number: 19941.21.003

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

Name: Clallam County Economic Development Corporation

Address: P.O. Box 1085  
Port Angeles, WA 98362

Phone N<sup>o</sup>: 360.457.7793

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

The term of this Agreement shall commence on the first day of January 2021 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the thirty-first day of December 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on this            day of            , 2021.

CONTRACTOR:

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

Colleen McAleer, Executive Director

BOARD OF CLALLAM COUNTY COMMISSIONERS

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

Mark Ozias, Chair

Date: 2-1-2021

ATTEST:

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

Loni Gores, Clerk of the Board

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

Originals: BOCC  
Vendor  
Initiating Department

### **SCOPE OF WORK**

The Contractor is a non-profit educational and research corporation of the State of Washington and the County has need of research and education with regard to its operations.

The County performs various services, including land-use planning and road maintenance and construction, and is interested and concerned with the present and future utilization of these services and the economic stability and well-being of the County.

The County needs development and implementation of an overall economic development plan.

### **PERFORMANCE BY THE CONTRACTOR**

#### **Activities:**

Required reporting by associate development organizations on performance measures listed below represent two broad areas of work mandated by statute **RCW 43.330.080**.

- Direct assistance, including business planning, to companies throughout the county who need support to stay in business, expand, or relocate to Washington from out of state or other countries. Assistance must comply with business recruitment and retention protocols established in RCW 43.330.062.
- Support for regional economic research and regional planning efforts to implement target industry sector strategies and other economic development strategies, including cluster-based strategies. Research and planning efforts should support increased living standards and increased foreign direct investment and be aligned with the statewide economic development strategy. Regional associate development organizations retain their independence to address local concerns and goals.

#### **Deliverables:**

1. The **Clallam County EDC 2021 Work Plan** is outlined in Section A below.
2. The Clallam County EDC and CLALLAM COUNTY have negotiated the required performance measures that will be used by the EDC and CLALLAM COUNTY to assess the EDC performance. These performance measure targets are identified in Section B below. These performance measures are specific deliverables under this agreement.
3. The Clallam County EDC shall collect data and shall provide quarterly reports to CLALLAM COUNTY on all required data in Table B below Performance Measures. These reports are an agreement deliverable.
4. Only those activities identified in Section B "Performance Measures" will be used by the Clallam County EDC and CLALLAM COUNTY to assess achievement of "Performance Measure Targets".
5. Quarterly Reports and quarterly invoices will be submitted to Commissioner Mark Ozias at [mozias@co.clallam.wa.us](mailto:mozias@co.clallam.wa.us) by the following dates:
  - a. April 15, 2021,
  - b. July 15, 2021, and
  - c. October 15, 2021.

### **Section A – Work Plan for 2021**

1. The Clallam County EDC (EDC) will provide direct assistance, including business planning, to companies throughout the county who need support to stay in business, expand, or relocate to Washington from other counties or out of state or other countries. Assistance complies with business recruitment and retention protocols established in **RCW 43.330.062**, and will include:

- a. Providing information and assistance to business owners on state and local permitting processes, tax issues, export assistance, and other essential information to respond to COVID-19 business restrictions, and for operating, expanding, or locating a business in Clallam County.
- The EDC will lead a Choose Clallam First program using social media, newsletters, newspapers and radio to support local businesses. The EDC will produce at least 6 videos supporting public messaging in response to COVID-19.
  - Other means of providing this information will include email, website, social media and newsletters. We will present (with partners if possible) at each of the four chamber forums across Clallam County and with community organizations such as Rotary Clubs, Soroptimist, Kiwanis, etc.
  - The EDC will readily distribute information to business owners using the "Doing Business in Clallam County" brochure the EDC produced that is regularly updated and distributed widely to county locations through Realtor® channels, our partner NGOs and city/county office locations. It also appears on our website – [www.clallam.org](http://www.clallam.org).
  - We will communicate with the local Realtor Associations to understand barriers for business growth and development. We will coordinate meetings and forums to connect decision-makers at the local level to ensure barriers are understood and addressed if possible.
  - The EDC will respond to requests for assistance which will include regulatory research and support, community forums, housing study, recruitment incentives research and negotiations, land use planning and code assistance, and referrals. We will refer inquiries to appropriate partners across the county.
  - We will work with the Childcare Alliance partners (YMCA of the North Olympic Peninsula, Preventions Works!, Boys & Girls Club, Peninsula College, Shore Aquatic Center, and Concerned Citizens of Forks) to identify existing and startup businesses to provide grants to fund education requirements for in-home childcare providers to incentivize and accelerate more childcare services in the county.
- b. Marketing CLALLAM COUNTY as an excellent location to expand or relocate a business and positioning Clallam as a competitive place to grow business, which may include developing and executing regional plans to attract companies from out of the area:
- The EDC will work actively with the Port of Port Angeles' team to actively market, recruit, and support businesses in Clallam. This will include General Aviation conferences, Maritime conferences and Timber conferences.
  - Equally, the EDC will respond to regular inquiries from businesses seeking to locate in our area.
  - We will actively participate in recruitment of businesses in partnership with Dept of Commerce, Impact Washington, and local leaders.
  - We will continue to update and distribute the Emerald Coast Opportunity Zone prospectus to investors. It highlights the needs and opportunities of the region.
- c. Working with businesses on site location and selection assistance:
- The EDC will review all site selection opportunities presented. The EDC will send the inquiry to appropriate City or County partners if the area meets the minimum qualifications to assess interest.
  - EDC staff regularly receives calls for assistance with site selection and facilitates research through pertinent parties such as utility specialists, planners, and Realtors®. Additionally, EDC communicates with businesses almost daily to support their needs and understand the economies within the county.
  - The EDC created the [www.Emeraldfund.org](http://www.Emeraldfund.org) site that has Opportunity Zone coverage maps in Clallam County.
  - As background, the Executive Director of the EDC is a Certified Commercial Investment Manager (CCIM) and a former commercial real estate broker in Clallam County for nine years prior to becoming the Director of Real Estate and Business Development for the Port of Port Angeles from 2011-2014. Her background, knowledge and ability to refer to

professionals and work closely with the County's Director of Community Development and City officials will be thoroughly addressed. She trains her staff on the process.

- d. Providing business retention and expansion services throughout the county. Such services include business outreach through multiple methods including in-person meetings (when allowed), surveys to identify and address challenges and opportunities faced by businesses. Information shared will address topics such as:
    - The EDC will share information to existing Clallam businesses about:
      - Grant opportunities for trade impacted businesses from the federal trade adjustment assistance program;
      - Resources available for microenterprise development;
      - Resources available on the revitalization of commercial districts;
      - The opportunity to maintain jobs through shared work programs authorized under chapter 50.60 RCW;
      - Resources for manufacturers available through Impact Washington;
      - Strategic Reserve Fund applications as appropriate; and
      - Opportunity Fund applications through local government as appropriate.
    - The EDC will continue to partner with the WSBDC, Score, each of the four Chambers, CIE, NODC, NPBA, Realtor Associations, Peninsula College, PUD, city and county staff to help serve the needs of businesses throughout the county.
    - The EDC staff will take calls for assistance with research, site selection and workforce issues. We facilitate research through pertinent parties such as utility specialists, planners, and Realtors.
    - The EDC will work with partners to collect business data through surveys.
  - e. Participating in economic development system-wide discussions regarding gaps in business start-up assistance in Washington;
    - The EDC will participate in the semi-annual State Best Practices Conferences and will present information and programs to help other areas of the state understand barriers and practices that most readily overcome those barriers.
    - Specifically, we will share our partnership and practices of actively coordinating with Rick Dickinson and Micah Jonet at the Center for Inclusive Entrepreneurship (CIE) which provides in-depth personal business advising and technical assistance to startup business owners. We provide in-kind support, office furniture and supplies to support the nascent non-profit up and office at the Port of Port Angeles.
    - We will make introductions to interested buyers and existing small business owners to accommodate small business succession.
    - We will manage the Childcare Alliance Community Organizer to assess the need in Clallam County and identify and initiate innovative and collective solutions to make the Childcare industry more financially sustainable in 2021.
  - f. Providing or facilitating the provision of export (outside of county) assistance through workshops or one-on-one assistance;
    - The EDC will provide resources and referrals by email, telephone, and in-person visits for those seeking export assistance. The Clallam EDC is working with experts at consulting firms and NWTAAAC to help those companies most effected by the recent tariffs.
2. Support for regional economic research and regional planning efforts to implement target industry sector strategies and other economic development strategies, including cluster-based strategies. Research and planning efforts should support increased living standards and increased foreign direct investment and be aligned with the statewide economic development strategy. Regional associate development organizations retain their independence to address local concerns and goals. Activities include:

- a. Participating with the State Board for Community and Technical Colleges, and Peninsula College, High School Career & Technical Programs and the Olympic Workforce Development Council.
    - The EDC is in a direct and on-going partnership with Peninsula College (PC) in workforce education, outreach and economic development efforts throughout the County. We meet regularly and the PC president is an active member of the Clallam EDC Board of Directors.
    - The EDC will serve as a Director on the Olympic Workforce Development Council.
    - The Supervisor of the local WorkSource is an active member of the Clallam EDC Board of Directors. We coordinate extensively about programs and how to make them more effective locally.
    - Clallam EDC helps to organize virtual job fairs in coordination with ESD and our local Chambers.
  - b. Participating in development of a countywide economic development plan in conjunction with other governmental jurisdictions and institutions.
    - The Clallam EDC, in coordination with our county, cities and special district partners and non-profits such as NPBA, Realtor Associations, PABA, NODC, West End Business and Professional Association, United Way and our four county chambers, will collaborate on economic initiatives, including an update of our regional CEDS document for Clallam and Jefferson Counties.
    - The EDC Board created the Business Recovery Committee which plans to write a draft CEDS document for submission to the North Olympic Development Council which serves as the Economic Development District for Clallam and Jefferson Counties.
    - The Clallam EDC is providing Administration and project management support for the Countywide Childcare Alliance grant program. The final report will be submitted to Department of Commerce in July 2021.
    - The EDC will participate in the County's Affordable Housing Task Force and provides extensive analysis on the affordable housing projects.
  - c. Champion and provide administrative support to the North Olympic Legislative Alliance (NOLA).
    - The EDC will contract with Josh Weiss of Gordon Thomas Honeywell to advocate for NOLA's priorities at the state level.
    - The EDC will host Josh Weiss on Coffee with Colleen on a monthly basis through the 2021 legislative Session.
    - The EDC will support surveys for input to NOLA.
3. Administration of the Clallam County Opportunity Fund:
- The Contractor shall serve as application administrator for the Clallam County Opportunity fund providing the primary location for general information, inquires, and coordination relating to funding applications. The Contractor will screen inquires to evaluate the applicant's ability to meet funding requirements and shall promote the fund as a community economic development tool. The Contractor will provide materials describing the Opportunity Fund and general application process and assist applicants in the creation of project specifics and in the administration of formal applications.
4. The Contractor shall maintain records and report to the County as follows:
- a. The Contractor shall maintain accounts and records that accurately reflect the revenues and costs for the Contractor's activities under this Contract. These financial records, and all records related to the performance of this contract, shall be available for County inspection.
  - b. The Contractor shall use its best efforts to economize on overhead expenses to the maximum extent feasible in providing the services to be performed pursuant to this contract.

**Section B: 2021 Performance Measures**

The CLALLAM COUNTY jurisdiction for the purposes of this contract is defined as the Urban Growth Area of the City as well as areas with economic interests impacting the West End of the Olympic Peninsula.

**1. RECRUITMENT & MARKETING ACTIVITIES**

Recruitment & Marketing — Business attraction (recruitment and marketing) is a means of contributing to the economic vitality of the community to enhance and diversify the local tax base, to increase the number of jobs available to residents in the community, and to improve the local quality of life. For communities to maintain and boost their economic vitality, they must persuade businesses or investors to locate, expand or remain in the area rather than in a competing location. Economic development marketing and attraction is not just selling business sites or attracting businesses, it is a means of promoting the community as a viable location for economic activity. Marketing techniques to reach targeted audience and attract potential investors include advertising (e.g., electronic media, broadcasts (radio, television commercials, online advertising)); publicity (e.g., press kits, public official speeches, news releases, public relations); promotional materials (e.g., trade exhibits, economic development newsletters, slide and video presentations, brochures, fact books, websites); personal selling (e.g., trade fairs, trade shows, business envoys, events); email (e.g., electronic newsletters, event invitations, announcements, links to your website for prospects); social media (e.g., Facebook, Instagram, LinkedIn)

**Recruitment & Marketing Activity Performance Measure Targets – 2021**

# of first-time businesses contacts initiated outside of the county, site selector contacts initiated, and trade shows attended suitable for location in CLALLAM COUNTY jurisdiction: **12**

**2. BUSINESS RETENTION & EXPANSION ACTIVITIES:**

Retention & Expansion — Businesses retention and expansion (BRE) is the core program of any economic development plan. These programs are designed to 1) retain or keep existing businesses in the community; and 2) aid to businesses to expand. Retention and expansion programs can be implemented at the local, regional and state levels in a variety of ways.

**Business Retention & Expansion Activities (BRE) Performance Measure Targets – 2021**

# of outreach interactions initiated with existing businesses such as phone calls, site visits, or surveys in CLALLAM COUNTY jurisdiction: **36**

# of follow-up interactions initiated with existing businesses in CLALLAM COUNTY jurisdiction. **12**

**3. BUSINESS ASSISTANCE**

Business Assistance (including start-ups). Respond to inquiries and support business needs with connecting directly or referring partners. Small and emerging businesses generate wealth and provide a significant source of employment in today's high technology global economy. They stimulate job creations, develop crucial innovations in both products and services, and diversify the economic base. It is critical that communities' economic development strategies dedicate resources to developing and promoting new business start-ups and establishing effective support systems so these new businesses can grow successfully. A community that meets the needs of its entrepreneurs increases its chances of job growth within small businesses, and those gains translate into a more vibrant community.

**Business Assistance Performance Measure Targets – 2021**

Support to number of businesses requesting assistance in CLALLAM COUNTY jurisdiction: **24**

# of follow-up interactions with businesses in CLALLAM COUNTY jurisdiction. **24**

**4. READINESS & CAPACITY BUILDING**

**Readiness & Capacity Building** The purpose of readiness and capacity building is to raise the living standards and to improve the quality of life for all citizens in a community. It seeks to build initiatives around shared values, opportunities, problems, threats and concerns. Leaders work to transform their communities for the better and inspire others to do the same. It is an educational process that helps citizens to understand the economic, social, political, environmental and psychological aspects of various solutions.

**Readiness & Capacity Building: Performance Measure Targets – 2021**

# of engagements with other organization and local governments to increase community assets/capacity which supports CLALLAM COUNTY jurisdiction: **48**

Definition: This counts meetings, events, and contacts with other groups and individuals where the purpose is to increase the community's ability to grow and prosper economically.

# of engagements led or co-sponsored by Clallam EDC which supports CLALLAM COUNTY jurisdiction: **12**

Definition: This includes fairs, parades, global entrepreneur week, business plan competitions, farmer's markets, seminars, and other structured activities involving the community in which the ADO is involved in planning, organizing sponsoring or co-sponsoring.

**COMPENSATION**

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of ONE HUNDRED THOUSAND DOLLARS (\$100,000) per calendar year for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly invoiced.

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

**OR**

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

***Name/Position***

***Hourly Rate***

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

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

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

**2. AND**

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

**OR**

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

**OR**

☐ **c.** Other (specify): \_\_\_\_\_

**GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

14. Industrial Insurance Waiver. With respect to the performance of this Agreement and as to claims against the County, its appointed and elected officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, as now or hereafter amended, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. Along with the other provisions of this Agreement, this waiver is mutually negotiated by the parties to this Agreement.
15. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
16. Withholding Payment. In the event the County Project Manager determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the County Project Manager determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County Project Manager set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provision of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County Project Manager which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to the Contractor by reason of good faith withholding by the County under this clause.
17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including

but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:

- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
- (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

20. Disputes:

- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive thirty (30) days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within fifteen (15) days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

- (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.
- (c) Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership of Items Produced. All writings, programs, data, art work, music, maps, charts, tables, illustrations, records or other written, graphic, analog or digital materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County and constitute "work made for hire" as that phrase is used in federal and/or state intellectual property laws and Contractor and/or its agents shall have no ownership or use rights in the work.

22. Recovery of Payments to Contractor. The right of the Contractor to retain monies paid to it is contingent upon satisfactory performance of this Agreement, including the satisfactory completion of the project described in the Scope of Work (Attachment A). In the event that the Contractor fails, for any reason, to perform obligations required of it by this Agreement, the Contractor may, at the County Project Manager's sole discretion, be required to repay to the County all monies disbursed to the Contractor for those parts of the project that are rendered worthless in the opinion of the County Project Manager by such failure to perform.

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

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

Name: Debi Cook

Title: Financial Systems Administrator/Budget Director

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

Telephone: 360.417.2382

E-mail: [dcook@co.clallam.wa.us](mailto:dcook@co.clallam.wa.us)

Fax: 360.417.2493

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

24. Non-Discrimination. The Contractor shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.
25. Subcontractors. In the event that the Contractor employs the use of any subcontractors, the contract between the Contractor and the subcontractor shall provide that the subcontractor is bound by the terms of this Agreement between the County and the Contractor. The Contractor shall insure that in all subcontracts entered into, Clallam County is named as an express third-party beneficiary of such contracts with full rights as such.
26. Third Party Beneficiaries. This agreement is intended for the benefit of the County and Contractor and not for the benefit of any third parties.
27. Standard of Care. The Contractor shall perform its duties hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession as Contractor currently practicing under similar circumstances. The Contractor shall, without additional compensation, correct those services not meeting such a standard.
28. Time is of the Essence. Time is of the essence in the performance of this contract unless a more specific time period is set forth in either the Special Terms and Conditions or Scope of Work.
29. Notice. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, any notices shall be given by the Contractor to the County Project Manager. Notice to the Contractor for all purposes under this Agreement shall be given to the

person executing the Agreement on behalf of the Contractor at the address identified on the signature page.

30. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
31. Precedence. In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
  - (a) Applicable federal, state and local statutes, ordinances and regulations;
  - (b) Scope of Work (Attachment A) and Compensation (Attachment B);
  - (c) Special Terms and Conditions (Attachment D); and
  - (d) General Conditions (Attachment C).
32. Waiver. Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
33. Attorney Fees. In the event that litigation must be brought to enforce the terms of this agreement, the prevailing party shall be entitled to be paid reasonable attorney fees.
34. Construction. This agreement has been mutually reviewed and negotiated by the parties and should be given a fair and reasonable interpretation and should not be construed less favorably against either party.
35. Survival. Without being exclusive, Paragraphs 4, 7, 13-19, 21-22 and 31-35 of these General Conditions shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Paragraphs of this Agreement which, by their sense and context, are intended to survive shall also survive.
36. Entire Agreement. This written contract represents the entire Agreement between the parties and supersedes any prior statements, discussions or understandings between the parties except as provided herein.

**SPECIAL TERMS AND CONDITIONS**

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

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

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

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

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

- ☒ **COMPREHENSIVE GENERAL LIABILITY:**

|                                 |             |                |
|---------------------------------|-------------|----------------|
| Bodily injury, including death. | \$1,000,000 | per occurrence |
| Property damage                 | \$1,000,000 | per occurrence |
- ☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period**

|                              |    |                |
|------------------------------|----|----------------|
| Endorsement (two year tail). | \$ | per occurrence |
|------------------------------|----|----------------|
- ☐ **WORKERS COMPENSATION:**

|  |                  |
|--|------------------|
|  | Statutory amount |
|--|------------------|
- ☐ **AUTOMOBILE: coverage on owned, non-owned, rented and hired vehicles**

|                                           |    |                |
|-------------------------------------------|----|----------------|
| Bodily injury, liability, including death | \$ | per occurrence |
| Property damage liability                 | \$ | per occurrence |

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

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

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

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

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



## **WORK SESSION**

### **BOARD OF CLALLAM COUNTY COMMISSIONERS**

223 East 4<sup>th</sup> Street, Room 160  
Port Angeles, Washington  
February 8, 2021

#### **\*\*ATTENTION\*\***

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation which prohibits in-person attendance at meetings, the Board of Commissioners strongly encourages the public to take advantage of remote options for attending open public meetings.

This meeting can be viewed on a live stream at this link: <http://www.clallam.net/features/meetings.html>

If you would like to participate in the meeting by phone call 408-419-1715 and use Meeting ID: 875 561 784.

If you would like to participate via video conference, visit [www.bluejeans.com](http://www.bluejeans.com) and join the Work Session with Meeting ID: 875 561 784.

No in-person attendance will be allowed until Governor's Proclamation is lifted.

Public comment and questions can be directed to the Clerk of the Board at 360-417-2256 or [agores@co.clallam.wa.us](mailto:agores@co.clallam.wa.us).

#### **Administration – 9 a.m.**

- 1 Calendar/Correspondence

#### **Public Works**

- 2 Certification of the 2021 Road Levy (6a)\*
- 3 Notice of request for proposals to be submitted Monday, March 22, 2021 at 4:30 p.m. regarding Clallam Bay and Sekiu Sewerage District Project
- 4 Notice of hearing to be held Tuesday, March 9, 2021 at 10:30 a.m. for a Resolution authorizing the sale of surplus property

#### **Community Development**

- 5 Approval of indemnification of lost original note and/or deed of trust, request for reconveyance and substitution of trustee for Phyllis V. Slick

#### **Board of Commissioners**

- 6 Resolution reappointing Annie O'Rourke, Mattias Jarvegren and Carla Sebastian to the Permit Advisory Board

#### **Budget**

- 7 Discussion on proposed budget reductions to be considered on February 23 (4a)\*
- 8 Discussion on proposed budget revisions to be considered on February 23 (4b)\*
- 9 Discussion of proposed supplemental appropriations to be considered on February 23 (4c)\*
- 10 Discussion of proposed budget emergencies to be considered on February 23 (4d)\*
- 11 Agreement with Clallam County Economic Development Corporation

**Continued Work Session – 1 p.m.**

12 HB 1406 discussion

**General Discussion/Items for Future Agendas**

- Commissioners Conversation Meeting – Topic TBD (March 1)
- Continued Work Session – USDA Forest Service discussion (March 8 at 1 p.m.)
- Charter Review Commission recommendation (March 15)
- Department of Natural Resources quarterly report (March 15 at 1 p.m.)
- Noise Ordinance (TBD)

**EXECUTIVE SESSION**

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

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



## AGENDA ITEM SUMMARY

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

12  
cont'd  
@ 1pm

Department: BOCC

### CONTINUED WORK SESSION

☒ Meeting Date: 2-8-2021 AT 1 P.M.

#### 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 – Discussion and next steps |

Documents exempt from public disclosure attached: ☐

#### Executive summary:

HB1406 Update and Planning

Agenda Item Summary: HB1406 provides counties and cities with a revenue stream that can be used to support the creation of affordable housing in communities. The Commissioners have asked the Prosecuting Attorney's office to provide some initial legal analysis regarding how these funds may be used and the purpose of today's discussion will be to review that analysis and plan next steps, including whether or how to coordinate with our city partners.

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

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

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

**Name of Employee/Stakeholder attending meeting:** Board of Commissioners, Prosecuting Attorneys Office

**Relevant Departments:** Board of Commissioners, Prosecuting Attorneys Office

**Date submitted:** January 4, 2021

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

## Gores, Alanna

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**From:** Johnson, Randy  
**Sent:** Wednesday, January 27, 2021 10:53 AM  
**To:** Gores, Alanna  
**Subject:** FW: Use of SHB 1406 Funds for Infrastructure

This also needs to be part of our 1406 discussion.  
Randy

---

**From:** Alvarez, David  
**Sent:** Wednesday, January 27, 2021 8:29 AM  
**To:** Johnson, Randy; 'Charisse Deschenes'; Allyson Brekke; Peach, Bill; Ozias, Mark; Stanley, Elizabeth  
**Cc:** smartinez@peninsulapha.org; Colleen Robinson; nwest@cityofpa.us; Barry Berezowsky  
**Subject:** Use of SHB 1406 Funds for Infrastructure

Here is the key phrase from RCW 82.14.540(6)(a)(i);

Acquiring, rehabilitating, or constructing affordable housing

The argument to get to “yes, you can use 1406 to install infrastructure” starts with a liberal construction of the word “constructing.”

I suppose you can't construct affordable housing without infrastructure, water and sewer, for example.

AND

I would argue the infrastructure that is built with 1406 money may ONLY serve the affordable housing project. Again the RCW:

may only be used for the following purposes:

So the infrastructure built with SHB 1406, i.e., RCW 82.14.540(6)(b) funds cannot, in my opinion, serve both an affordable housing project and fair market value housing or development.

Don't know what would happen if there is built “1406 infrastructure” by an extension of a sanitary sewer line and then later FMV development builds infrastructure in reliance on the “1406 infrastructure.”

Was the 1406 infrastructure used for FMV housing?

*In sum, don't disagree that a liberal construction of RCW 82.14.540(6)(a) and (b) allows use of “1406” money for infrastructure for the sole purpose of affordable housing.*

*David Alvarez Working from home Work cell: 360 477 3125*

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**From:** Johnson, Randy  
**Sent:** Tuesday, January 26, 2021 6:32 PM  
**To:** 'Charisse Deschenes'; Allyson Brekke  
**Cc:** smartinez@peninsulapha.org; Colleen Robinson; nwest@cityofpa.us; Barry Berezowsky; Alvarez, David  
**Subject:** RE: Use of SHB 1406 Funds for Infrastructure

To all,

This issue means that we have what appears to be two legal opinions that are different. Not surprising, but I'll send this to our DPA for his review also.

Randy

---

**From:** Charisse Deschenes [mailto:cdeschenes@sequimwa.gov]  
**Sent:** Tuesday, January 26, 2021 4:22 PM

**To:** Allyson Brekke

**Cc:** Johnson, Randy; smartinez@peninsulapha.org; Colleen Robinson; nwest@cityofpa.us; Barry Berezowsky; Charlie Bush

**Subject:** FW: Use of SHB 1406 Funds for Infrastructure

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

Thank you for taking lead on this item Allyson.

I'm looping in Barry Berezowsky DCD Director in Sequim.

All the best,

**Charisse Deschenes**  
(She/Her/Hers)



**Assistant City Manager**

**Direct:** 360-681-3432

**Mobile:** 360-912-1761 (preferred)

**[www.sequimwa.gov](http://www.sequimwa.gov)**

**From:** Allyson Brekke <Abrekke@cityofpa.us>

**Sent:** Tuesday, January 26, 2021 4:06 PM

**To:** Randy Johnson <rjohnson@co.clallam.wa.us>; smartinez@peninsulapha.org; Charisse Deschenes <cdeschenes@sequimwa.gov>; Colleen Robinson <colleen@habitatclallam.org>

**Cc:** Nathan West <Nwest@cityofpa.us>

**Subject:** FW: Use of SHB 1406 Funds for Infrastructure

To all,

I went ahead and requested my legal team to look into the question of whether or not 1406 monies could be used for infrastructure that supports affordable housing, as that seemed it was a lingering question amongst us. In short, they have come up with the answer of "yes." Please see below and attached.

I'm looking forward to the next conversation about a regional effort utilizing the 1406 monies. I have a reoccurring meeting at 8:30 a.m. every Friday so a meeting that begins at 9:30 a.m. or later is better for me.

Kindly,

**Allyson Brekke, AICP** (She/Her/Hers)

Director of Community and Economic Development

City of Port Angeles

p: 360-477-0195 (cell)

e: [abrekke@cityofpa.us](mailto:abrekke@cityofpa.us)

*Please note that I'm working from home and I may be delayed in responding to your email. You can still reach me at the number above. Stay well!*

**From:** William Bloor <[Wbloor@cityofpa.us](mailto:Wbloor@cityofpa.us)>

**Sent:** Tuesday, January 26, 2021 3:36 PM

**To:** Allyson Brekke <[Abrekke@cityofpa.us](mailto:Abrekke@cityofpa.us)>

**Cc:** Nathan West <[Nwest@cityofpa.us](mailto:Nwest@cityofpa.us)>; Jeanie DeFrang <[Jdefrang@cityofpa.us](mailto:Jdefrang@cityofpa.us)>; John Molay <[Jmolay@cityofpa.us](mailto:Jmolay@cityofpa.us)>; Christopher Cowgill <[Ccowgill@cityofpa.us](mailto:Ccowgill@cityofpa.us)>; Sarina Carrizosa <[Scarrizo@cityofpa.us](mailto:Scarrizo@cityofpa.us)>; William Bloor <[Wbloor@cityofpa.us](mailto:Wbloor@cityofpa.us)>

**Subject:** Use of SHB 1406 Funds for Infrastructure

Allyson,

Last week you asked whether taxes collected from SHB 1406 could be used to pay for infrastructure that supports affordable housing.

The short answer is Yes.

That answer comes with some qualifications. First, there is no statute or court decision that expressly says the tax may be used to build infrastructure, but there is no statute or case that forbids it, either. Where there is no express answer given by a statute, the courts will interpret the statute by ascertaining the legislative intent. In this case, Washington has adopted a policy of increasing the supply of affordable housing, and use of the tax to pay for infrastructure is consistent with the legislative intent. Second, there must be a nexus between the infrastructure and an affordable housing project. The City cannot use the tax to pay for infrastructure in a location where it will not benefit affordable housing. Assuming that there will be such a nexus, a reasonable argument can be made for use of the funds for infrastructure related to affordable housing. This interpretation is in harmony with the State's goals and policies.

John and I independently came to the same conclusion. John wrote the attached analysis, which is a more complete explanation of the reasoning that leads to our conclusion.

If you have any questions or would like to discuss this in more detail, please contact me.

Thanks.

Bill

NOTICE: This email and any attachments may be subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56