



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, February 6, 2024 – 10:00 a.m.

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

If you would like to participate in the meeting via Zoom audio only, call 253-215-8782 and use meeting ID: 875 561 7844 and passcode: 12345

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

This meeting can be viewed on a live stream at this link: <https://www.clallamcountywa.gov/669/Live-Archived-Meetings-Online>

Public comment can be directed to the Clerk of the Board at 360-417-2256 or Loni.Gores@clallamcountywa.gov

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

Modification item 1g added 2/6/24 

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

CONSENT AGENDA ? Any Commissioner may remove items for discussion

- 1a. Approval of vouchers for the week of January 29

Approval of vouchers 

- 1b. Approval of minutes for the week of January 29

Approval of minutes 

- 1c. Letter of commitment with Department of Commerce for Coordinating Low Income Housing Planning Grant

Letter 

- 1d. Resolution appointing Grant Herman to the Trails Advisory Committee

Resolution 

- 1e. Resolution appointing Jennifer Johnston to the Solid Waste Advisory Committee

Resolution 

- 1f. Resolution appointing Katharine Frazier and Harmony Rutter to the Marine Resources Committee

Resolution 

- 1g. Resolution moved to Administration

- 1h. Resolution appointing Alexander Sidles with Sidles Law as Clallam County Hearing Examiner and move forward to execute a contract for Hearing Examiner services

Resolution 

REPORTS AND PRESENTATIONS

ADMINISTRATION

- 1g. Resolution calling for a hearing to be held on Tuesday, February 13, 2024 at 10:30 a.m. regarding proposed property surplus and public auction

Resolution 

Resolution - updated document 

CONTRACTS AND AGREEMENTS

- 2a. Agreement with Washington State Parks and Recreation Commission to enhance recreational boating enforcement and education activities

Agreement 

- 2b. Agreement with Cascadia Consulting Group to update the County's Hazard Mitigation Plan and create a Climate Resiliency Plan

Agreement 

BIDS AND AWARDS

- 3a. Proposal opening ? Comprehensive Plan Update Services

Proposal opening 

PUBLIC COMMENT ? Please limit comments to three minutes

EXECUTIVE SESSION

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

The following meetings are scheduled for the Board of Commissioners February 5 - 9:

Monday, February 5:

9:00 a.m. Work Session

12:00 p.m. WSAC Virtual Update

Tuesday, February 6:

10:00 a.m. Board Meeting

Wednesday, February 7:
8:00 a.m. Coffee with Colleen

Thursday, February 8:
1:00 p.m. KONP Radio Show

Friday, February 9:
12:00 p.m. WSAC Legislative Virtual Update
4:00 p.m. KSQM Radio Show

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

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

Note: Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board. Copies of public documents from Board meetings are available by contacting the Public Records Department.

MEMORANDUM

LONI GORES
Clerk of the Board

February 6, 2024



TO: Board of Commissioners, Administrator Mielke

RE: Agenda Modification(s)

FILE: A14.09.18

- Item 1g has been amended on the February 13, 2024 regular agenda:

Item 1g will be removed from the Consent Agenda and added to Administration with the following change:

CONSENT AGENDA

1g Resolution calling for a hearing to be held on Tuesday, **February 13, 2024** at 10:30 a.m. regarding proposed property surplus and public auction

Amended to:

Administration

1g Resolution calling for a hearing to be held on Tuesday, **February 20, 2024** at 10:30 a.m. regarding proposed property surplus and public auction



10
FEB 06 2024

Date of report: January 31, 2024

General	\$278,418.76
Other	\$999,947.24
Total	\$1,278,366.00

STATE OF WASHINGTON

County of Clallam

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

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2024.

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MIKE FRENCH, Chair

RANDY JOHNSON

MARK OZIAS

TODD MIELKE, County Administrator

Weekly Expenditures

Jan. 29 - Feb. 2, 2024

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.221	Auditor	6,203.14			
00100.241/291/831	Commissioners (BOCC)	37,130.57			
19914.291	BOCC - Veterans Relief		1,581.38		
19925.291	BOCC - Hotel/Motel		151,161.06		
19941.291	BOCC - Opportunity Fund		30,750.00		
19961.291	BOCC - American Rescue Plan Act		518,508.42		
00100.331-334	Dept. of Community Develop't (DCD)	2,571.19		24.83	
00100.871	District Court I	186.39			
00100.871	District Court I - Jury	1,538.87			
00100.881	District Court II	1,051.12			
11301.511	Health & Human Services (HHS)		9,408.86		112.80
00100.511	HHS - Environmental Health	6,704.54			
11322.511	HHS - Homeless Task Force		9,009.15		
11323.511	HHS - Chem Dep/Mental Hlth		34,185.66		
11331.511	HHS - Developmental Disabilities		148,688.44		
00100.461	Human Resources (HR)	1,658.02			
50401.461	HR - Risk Management		3,843.60		
50501.461	HR - Workers Compensation		732.12		
50701.461	HR - Unemployment Compensation		11,354.05		
00100.851	Juvenile Services	3,318.30			
11401.821	Law Library		4,872.00		
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		218.70		
00100.911/912	Parks Fair Facilities (PFF)	49,612.21			
00100.841-843	Prosecuting Attorney	6,310.06			
	Public Works (PW)				
10101.611	PW - Roads		20,447.96		
30401.331	PW - Dungeness Reservoir		23,947.17		
30805.611	PW - Broadband Infrastructure		8,190.25		
30901.331	PW - Carlsborg Water Mitigation		398.30		
41401.611	PW - Clallam/Sekiur Sewer		4,284.08		
42401.611	PW - Carlsborg Sewer		90.29		
43401.611	PW - Bullman Beach Water System		577.39		
50301.611	PW - ER&R (Equip't Rental & Revolving)		11,047.70		
00100.811-815,817	Sheriff	134,895.87			
00100.816	Sheriff - Jail Medical	7,098.61			
11003.811	Sheriff - Boating Safety		51.22		
11008.811	Sheriff - OPNET Drug		136.80		
11065.811	Sheriff - OPSCAN Operations		1,612.34		
11080.811	Sheriff - Inmate Commissary		225.00		
30605.811	Sheriff - Joint Public Safety Facility Project		4,512.50		
00100.861	Superior Court	9,020.00			
00100.231	Treasurer	11,095.04			
Total		278,393.93	999,834.44	24.83	112.80

VISA statement balance:

Statement date:

Report Reconciliation		Totals			
Total	1,278,228.37	General Fund	278,418.76		
Final Check Lists	1,278,228.37	Non-GF	999,947.24		
Difference	-	VISA charges	-		
		Total	1,278,366.00	Use Tax	137.63

COPY

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
2/6/2024	MICROTECH SCIENTIFIC	70998	creynold	1,267.36	112.80	1,267.36
2/6/2024	SQUAD ROOM EMBLEMS	0284	lkennedy	279.00	24.83	279.00
Totals:				1,546.36	137.63	1,546.36

Auditor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/6/2024	0000152	BALLOT & BUSINESS FORMS,6343	1/17/2024	CONFIRMATION CARD PAPER	1,078.32	1,078.32
	2/6/2024	0000546	EXPRESS SERVICES, INC 30181359	1/10/2024	SAVANAH WISE	272.16	272.16
	2/6/2024	0001140	OLYMPIC PRINTERS INC 33851	1/10/2024	#10 SECURITY WINDOW ENV	575.55	
			33857	1/10/2024	#10 REGULAR ENVELOPES N	465.66	1,041.21
	2/6/2024	0001792	WILLIAMS, SANDY Williams 1-3-24	1/3/2024	MILEAGE FOR ONSITE AUDIT	76.11	76.11
	2/6/2024	0019068	K & H PRINTERS INC 065472	1/16/2024	VOTER PAMPHLET INSERTS	3,477.74	3,477.74
	2/6/2024	0044695	OSBORNE, JOHNATHAN TANNOsborne 1-24-24	1/24/2024	MILEAGE FOR TRAINING SQ	21.71	21.71
	2/6/2024	0046683	ODP BUSINESS SOLUTIONS L347413082001	1/11/2024	TAPE, STAPLES, PENS, RUBER	220.67	
			347443303001	1/11/2024	RED AND BLACK INK REFILLS	15.22	235.89
Sub total for U S BANK:							6,203.14

0.00
1,278.22
1,581.38
1,095.04
9,020.00
7,098.61
141,433.73
37,487.48
20,447.96
11,047.70
6,310.06
49,612.21
218.70
3,318.30
11,354.05
6,233.74
207,996.65
1,051.12
1,538.87
186.39
2,571.19
742,422.05
6,203.14
0.00

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/6/2024	0000507	CLALLAM COUNTY ECONOMIC 4277	1/25/2024	4TH Q 2023 SERVICES PER C	30,750.00	30,750.00
	2/6/2024	0000753	PENINSULA HOUSING AUTHORITY 52312312023	1/25/2024	DECEMBER PAYMENT PER C	18,508.42	18,508.42
	2/6/2024	0000907	LEXISNEXIS 3094899325	1/25/2024	2024 ANNUAL SUBSCRIPTION	4,872.00	4,872.00
	2/6/2024	0001688	WA ST ASSOC OF COUNTIES GD2024-05	1/25/2024	ANNUAL GENERAL DUES ASS	18,232.00	
			TIM2024-05	1/25/2024	ANNUAL ASSESSMENT FOR I	7,364.00	
			SLAC2024-05	1/25/2024	STRATEGIC LITIGATION & CO	5,661.00	
			CC2024-01	1/25/2024	COASTAL COUNTIES CAUCU	2,500.00	
			HS2024-05	1/25/2024	ANNUAL ASSESSMENT FOR I	1,478.00	
			PL2024.-05	1/25/2024	REGIONAL COUNTY PLANNE	1,029.00	36,264.00
	2/6/2024	0002584	MUNICIPAL CLERKS, INTERN/LG 1/25/2024	1/25/2024	LONI GORES ANNUAL DUES :	250.00	
			RW 1/25/2024	1/25/2024	RACHEL WEED ANNUAL DUE	150.00	400.00
	2/6/2024	0020442	HABITAT FOR HUMANITY, OF ARPA 19961.23.1	1/25/2024	SERVICES PER CONTRACT 1	500,000.00	500,000.00
	2/6/2024	0027978	JUAN DE FUCA FOUNDATION, Res 60, 2023	1/25/2024	SERVICES PER CONTRACT #	9,500.00	9,500.00
	2/6/2024	0033510	OZIAS, MARK CMO 1/17/2024	1/25/2024	CMO TRAVEL, WSAC LEG ST	328.58	328.58
	2/6/2024	0034724	PORT ANGELES MARATHON, Res 60, 2023	1/25/2024	SERVICES PER CONTRACT 1	29,355.00	29,355.00
	2/6/2024	0038224	OLYMPIC PENINSULA ROWING, Res 60, 2023	1/25/2024	SERVICES PER CONTRACT 1	20,000.00	20,000.00
	2/6/2024	0044165	LINCOLN PARK BMX ASSOCIATION, Res 60, 2023	1/25/2024	SERVICES PER CONTRACT 1	39,806.06	39,806.06
	2/6/2024	0046683	ODP BUSINESS SOLUTIONS L347863820001	1/25/2024	PAPER, BINDER CLIPS, POST	125.55	
			347866949001	1/25/2024	PLATES	12.44	137.99
	2/6/2024	0048234	HURRICANE RIDGE WINTER SERIES, Res 60, 2023	1/25/2024	SERVICES PER CONTRACT #	45,000.00	45,000.00
	2/6/2024	0049358	PORT ANGELES CITY BALLET, Res 60, 2023	1/25/2024	SERVICES PER CONTRACT #	7,500.00	7,500.00
Sub total for U S BANK:							742,422.05

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/6/2024	0001252	PORT ANGELES, CITY OF	DECEMBER 2023	1/5/2024	CE DECEMBER 2023 LANDFIL	376.32	376.32
	2/6/2024	0001716	DEPT OF ENTERPRISE SVCS	731130493	1/8/2024	CP OPERATING SUPPLY HOF	36.89	
				731130485	1/8/2024	CP OPERATING SUPPLY VALI	36.88	
				731130492	1/8/2024	CE OPERATING SUPPLY HAG	31.56	105.33
	2/6/2024	0021387	SQUAD ROOM EMBLEMS	0284	1/16/2024	CE OPERATING SUPPLY - EM	279.00	279.00
	2/6/2024	0046683	ODP BUSINESS SOLUTIONS	1341389290001	1/4/2024	G133 OP SUPPY \$549.89 ADV	569.51	
				349381192001	1/8/2024	ADMIN OPERATING SUPPLY	72.89	
				348343130001	12/22/2023	ADMIN OFFICE SUPPLY	54.21	
				344074598001	1/4/2024	ADMIN OPERATING SUPPLY	26.82	
				344162525001	1/4/2024	ADMIN OPERATING SUPPLY	21.76	
				344162582001	1/4/2024	ADMIN OFFICE SUPPLY	8.70	
				348342311001	12/29/2023	LRP OFFICE SUPPLY	8.33	762.22
	2/6/2024	0049352	SIMNING, PATRICK	SIMNING 1-17-2	1/17/2024	REFUND BPT2023-00848	733.60	733.60
	2/6/2024	0049361	HAGOOD, CHUCK	HAGOOD 1-23-2	1/23/2024	CE UNIFORMS	314.72	314.72
Sub total for U S BANK:							2,571.19	

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01/31/2024 8:23:09AM

Final Check List
CLALLAM COUNTY

District Court I

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/6/2024	0001179	PACIFIC OFFICE EQUIPMENT	1135065	1/22/2024	POE - FRAMES FOR MENTAL	53.03	53.03
	2/6/2024	0021386	STAPLES ADVANTAGE	3556535298	1/6/2024	STAPLES - DISTRICT COURT	84.06	
				3556535299	1/6/2024	STAPLES - DC1 PROBATION (	49.30	133.36
Sub total for U S BANK:							186.39	

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01/31/2024 8:38:14AM

Final Check List
CLALLAM COUNTY

District Court I Jury Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/6/2024	0032227	GRAHAM, JOHN	DIST124825409	1/1/2024	JURY PAYMENT	60.30	60.30
	2/6/2024	0035861	ROBBINS, JAMES	DIST124865546	1/1/2024	JURY PAYMENT	38.81	38.81
	2/6/2024	0041365	HANSEN, ERNEST	DIST124853944	1/1/2024	JURY PAYMENT	101.74	101.74
	2/6/2024	0041547	HAMMOND, COLLEEN	DIST124836649	1/1/2024	JURY PAYMENT	34.12	34.12
	2/6/2024	0049363	HAMILTON, MELANIE	DIST124825386	1/1/2024	JURY PAYMENT	24.02	24.02
	2/6/2024	0049364	ANDERSON, ALYSIA	DIST124837197	1/1/2024	JURY PAYMENT	99.06	99.06
	2/6/2024	0049365	HARRIS, ERICA	DIST124784163	1/1/2024	JURY PAYMENT	22.68	22.68
	2/6/2024	0049366	JOHNSON, GARY	DIST124864268	1/1/2024	JURY PAYMENT	50.82	50.82
	2/6/2024	0049367	KEELEY, KRISTINE	DIST124875684	1/1/2024	JURY PAYMENT	22.68	22.68
	2/6/2024	0049368	LYNN, SONYA	DIST124869671	1/1/2024	JURY PAYMENT	52.11	52.11
	2/6/2024	0049369	MCLEAN, JODY	DIST124827878	1/1/2024	JURY PAYMENT	66.90	66.90
	2/6/2024	0049370	MOLATORE, PATRICIA	DIST124847645	1/1/2024	JURY PAYMENT	106.38	106.38
	2/6/2024	0049371	MURPHY, KAEDEN	DIST124871859	1/1/2024	JURY PAYMENT	26.70	26.70
	2/6/2024	0049372	PREBLE, ROSALIE	DIST124836423	1/1/2024	JURY PAYMENT	43.50	43.50
	2/6/2024	0049373	BOBKO, TAMI	DIST124804223	1/1/2024	JURY PAYMENT	28.09	28.09
	2/6/2024	0049374	SCHUETT, HALLE	DIST124829430	1/1/2024	JURY PAYMENT	25.36	25.36
	2/6/2024	0049375	SMITH, CANDACE	DIST124865403	1/1/2024	JURY PAYMENT	32.01	32.01
	2/6/2024	0049376	SPARKS, RICK	DIST124844562	1/1/2024	JURY PAYMENT	65.56	65.56
	2/6/2024	0049377	SPRINGOB, FRANCIS	DIST124839753	1/1/2024	JURY PAYMENT	69.58	69.58
	2/6/2024	0049378	STAGG, LORRAINA	DIST124826458	1/1/2024	JURY PAYMENT	32.01	32.01
	2/6/2024	0049379	STOUT, NOEL	DIST124827695	1/1/2024	JURY PAYMENT	96.33	96.33
	2/6/2024	0049380	WILLIAMS, PATRICK	DIST124861624	1/1/2024	JURY PAYMENT	104.37	104.37
	2/6/2024	0049381	BRECKENRIDGE, DAVID	DIST124831927	1/1/2024	JURY PAYMENT	65.56	65.56
	2/6/2024	0049382	CATES, SANDRA	DIST124842470	1/1/2024	JURY PAYMENT	33.40	33.40
	2/6/2024	0049383	CRANE, HAYDEN	DIST124863970	1/1/2024	JURY PAYMENT	49.48	49.48
	2/6/2024	0049384	DASHIELL, DONALD	DIST124873757	1/1/2024	JURY PAYMENT	62.88	62.88
	2/6/2024	0049385	DODGE, JORDAN CARL	DIST124857225	1/1/2024	JURY PAYMENT	77.62	77.62
	2/6/2024	0049386	GONZALEZ, JAMES	DIST124871277	1/1/2024	JURY PAYMENT	13.35	13.35
	2/6/2024	0049395	SAGE, KRSTINE	DIST124863886	1/30/2024	JURY PAYMENT	33.45	33.45

Sub total for U S BANK: 1,538.87

apChkLst
01/31/2024 12:49:01PM

Final Check List
CLALLAM COUNTY

District Court II

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/6/2024	0021386	STAPLES ADVANTAGE	3556535252	2/6/2024	COPY PAPER	465.68	
				3557000651	2/6/2024	CLEANING SUPPLIES	106.74	
				3556535254	2/6/2024	STAPLES	71.65	
				3557000648	2/6/2024	CLEANING SUPPLIES	18.24	662.31
	2/6/2024	0032370	DOWNING, MARK	793	2/6/2024	POSTAGE	330.00	
				4281045	2/6/2024	BATTERY OPERATED LANTEI	37.10	
				810061	2/6/2024	BATTERIES	21.71	388.81
Sub total for U S BANK:							1,051.12	

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/6/2024	0000336	CLALLAM CONSERVATION DIS	1/11/2024	WATER QUALITY - 12/2023 DC	1,071.94	1,071.94
	2/6/2024	0036231	FISHER SCIENTIFIC COMPAN	1/9/2024	WATER LAB - LAB SUPPLIES	83.26	83.26
	2/6/2024	0000700	HACH COMPANY	1/10/2024	WATER LAB - LAB SUPPLIES	643.11	643.11
	2/6/2024	0000769	IDEXX DISTRIBUTION INC	1/9/2024	WATER LAB - LAB SUPPLIES	2,929.04	2,929.04
	2/6/2024	0047235	KOWAL, KATIE	1/4/2024	ONSITE - REIMBURSEMENT	54.43	54.43
	2/6/2024	0049389	LAW, KERRY & LISA	12/22/2023	ONSITE - SEPTIC SYSTEM	135.00	135.00
	2/6/2024	0001920	MICROTECH SCIENTIFIC	1/16/2024	WATER LAB - LAB SUPPLIES	1,267.36	1,267.36
	2/6/2024	0049337	MILLER, STUART	1/23/2024	ONSITE - SEPTIC PERMIT FE	105.60	105.60
	2/6/2024	0001641	VERIZON WIRELESS	11/28/2023	WQ - K KOWAL CELL PHONE	414.80	414.80
	2/6/2024	0000296	CENTURYLINK	1/6/2024	HOPS - FORKS OFFICE PHON	309.91	309.91
	2/6/2024	0000546	EXPRESS SERVICES, INC	1/3/2024	HOPS - EXTRA HELP	1,023.36	
			30181356	1/10/2024	HOPS - EXTRA HELP	1,023.36	2,046.72
	2/6/2024	0049360	MAR-WEB BUILDERS	1/23/2024	HOPS - FORKS OFFICE REPL	2,234.98	2,234.98
	2/6/2024	0001641	VERIZON WIRELESS	12/28/2023	HOPS - SHARED CLALLAM/JE	1,032.25	1,032.25
	2/6/2024	0001812	WSALPHO	1/1/2024	HOPS - 2024 MEMBERSHIP D	3,785.00	3,785.00
	2/6/2024	0000591	FORKS ABUSE PROGRAM	1/20/2024	HTF - WEST END HOPE - DEC	4,105.68	4,105.68
	2/6/2024	0030719	REFLECTIONS COUNSELING	1/17/2024	HTF - HOMELESS FUNDS FOI	2,903.47	
			11322-23-RCSG	1/17/2024	HTF - HOMELESS FUNDS FOI	2,000.00	4,903.47
	2/6/2024	0021279	KITSAP COUNTY HEALTH DIS	1/10/2024	CD/MH - CD/MH SERVICES - I	222.00	222.00
	2/6/2024	0030719	REFLECTIONS COUNSELING	1/17/2024	CD/MH - CRISIS INTERVENTI	16,286.30	
			113232223RCSG	1/17/2024	CD/MH - CRISIS INTERVENTI	10,023.03	
			113232223RCSG	1/17/2024	CD/MH - CRISIS INTERVENTI	7,654.33	33,963.66
	2/6/2024	0000396	CONCERNED CITIZENS	1/19/2024	DDD - STATE - DECEMBER 20	58,143.75	58,143.75
	2/6/2024	0001017	MORNINGSIDE INC	1/22/2024	DDD - STATE - DECEMBER 20	33,079.25	33,079.25
	2/6/2024	0046494	PAVE	1/24/2024	DDD - FAMILY NAVIGATION AI	974.94	974.94
	2/6/2024	0017530	PIERCE JONES & ASSOCIATED	1/22/2024	DDD - STATE - DECEMBER 20	56,490.50	56,490.50
Sub total for U S BANK:							207,996.65

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2/6/2024	0000522	LEOFF redacted	LEOFF JAN 24 I	1/24/2024	LEOFF JAN 24 DE	164.90	164.90
2/6/2024	0002036		LEOFF JAN 24 I	1/24/2024	LEOFF JAN 24 DL	164.90	164.90
2/6/2024	0002038		LEOFF JAN 24 I	1/24/2024	LEOFF JAN 24 DR	164.90	164.90
2/6/2024	0002042		LEOFF JAN 24 F	1/24/2024	LEOFF JAN 24 RC	849.49	849.49
2/6/2024	0002047		LEOFF JAN 24 F	1/24/2024	LEOFF JAN 24 RS	148.50	148.50
2/6/2024	0022748		LEOFF JAN 24 F	1/24/2024	LEOFF JAN 24 FD	148.50	148.50
2/6/2024	0034245	CASTLE BRANCH INC	0915238	1/24/2024	INVOICE 0915238	250.75	250.75
2/6/2024	0048504	MENKE JACKSON BEYER LLP	482 12-31-23	1/24/2024	ACCT 482 STATEMENT 12/31/	3,475.25	3,475.25
2/6/2024	0046683	ODP BUSINESS SOLUTIONS	L344874783001	1/24/2024	INV 344874783001	16.83	16.83
2/6/2024	0001179	PACIFIC OFFICE EQUIPMENT	1134936	1/24/2024	INVOICE 1134936	732.12	732.12
2/6/2024	0025115	RADIA INC PS	DOS 82123 BW	1/24/2024	DOS 82123 BW	117.60	117.60
Sub total for U S BANK:							6,233.74

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Final Check List
CLALLAM COUNTY

HR Payroll

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/6/2024	0000521	EMPLOYMENT SECURITY DEI4Q2023UNEMP	1/24/2024	4TH QTR 2023 UNEMPLOYME	11,354.05	11,354.05
Sub total for U S BANK:							11,354.05

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01/31/2024 10:23:32AM

Final Check List
CLALLAM COUNTY

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/6/2024	0002030	WAJCA, ANGIE HOLLIS TREASURY	JPM-SPRING 2024	1/18/2024	REGISTRATION	100.00	100.00
	2/6/2024	0017787	DAIRY FRESH FARMS INC	8052402201	1/22/2024	DET FOOD	57.53	57.53
	2/6/2024	0041147	AMERIGAS PROPANE LP	3159905948	1/18/2024	UTILITIES	1,832.85	
				3159944009	1/19/2024	UTILITIES	967.26	2,800.11
	2/6/2024	0046683	ODP BUSINESS SOLUTIONS	L350069385001	1/9/2024	OFFICE SUPPLIES	360.66	360.66
Sub total for U S BANK:							3,318.30	

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01/31/2024 10:35:50AM

Final Check List
CLALLAM COUNTY

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/6/2024	0000679	GRANT, FRED	Grant2024 1-23	1/25/2024	TRAVEL REIMBURSEMENT FOR	25.19	25.19
	2/6/2024	0001540	SWAIN'S GENERAL STORE IN 322887		1/24/2024	GLOVES FOR PLANTING AND	43.94	43.94
	2/6/2024	0004968	WASHINGTON STATE, WEED 2024WSWCARE		1/16/2024	REGISTRATION FEE FOR 202	100.00	100.00
	2/6/2024	0009870	ADOLPHSEN, ERIC	Adolphsen2024	1/25/2024	TRAVEL REIMBURSEMENT FOR	15.81	15.81
	2/6/2024	0046335	PEACOCK, DAN	Peacock2024 1-	1/25/2024	TRAVEL REIMBURSEMENT FOR	19.56	19.56
	2/6/2024	0046488	STONEMAN, ROBERTA	Stoneman2024	1/25/2024	TRAVEL REIMBURSEMENT FOR	14.20	14.20
Sub total for U S BANK:							218.70	

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/6/2024	0000034	AIR FLO HEATING CO	101600270	1/25/2024	SC ELECTRIC FURNACE SER	896.65	896.65
	2/6/2024	0000091	ANGELES MILLWORK & LUMB	346667	1/25/2024	CH CEILING TILES UNDERSH	272.23	
			454804	1/25/2024	DL GALV HEX BOLTS	175.63		
			346492	1/25/2024	JAIL HEX BOLT WASHWER NI	48.18		
			346550	1/25/2024	SMPK FLAT WASHERS FOR F	21.78		
			346385	1/25/2024	SMPK HEAT BULB FOR TRUC	10.88	528.70	
2/6/2024	0000172	BAXTER A/P OFFICE	15663-60006	1/25/2024	CH BATTERY TERMINAL LUG	154.80	154.80	
2/6/2024	0000196	BILLS PLUMBING & SANIKAN	s366378	1/25/2024	DL SANIKAN & DELIVERY	150.00		
			s3666938	1/25/2024	SMPK RDG SANIKAN	100.00	250.00	
2/6/2024	0000329	CO-OP FARM AND GARDEN, T	97125	1/25/2024	DL HEAT LAMP & BULB FIXTL	22.02	22.02	
2/6/2024	0000359	CLALLAM COUNTY PUBLIC W	1480 12/23	1/25/2024	CB DEC SEWER CHARGES	141.25		
			2023.353e	1/10/2024	FG SC DRA SM NOV 23 FUEL	121.63	262.88	
2/6/2024	0000677	GRAINGER INC	9972955976	1/25/2024	SMPK TRAP INSRT WIND TUF	569.64		
			9967346686	1/25/2024	CH SMK ALARM EXT SGN, EX	334.36		
			9961632628	1/25/2024	CH BATTERIES FOR PANIC BI	332.97	1,236.97	
2/6/2024	0001198	PART WORKS INC, THE	INV101916	1/25/2024	DL VERSAJET NON SUMBERS	955.56		
			inv101673	1/25/2024	CDJ REPAIR KIT ANTI SIPHON	53.89		
			INV101843	1/25/2024	CH STRIKE AND KEEPER BUI	28.21	1,037.66	
2/6/2024	0001252	PORT ANGELES, CITY OF	63871-98716 12/	1/25/2024	CH DEC UTIL & GARBAGE	21,791.26		
			63871-147906 1/	1/25/2024	CH DEC UTIL	3,722.53		
			60327-89776 12/	1/25/2024	3RD ST DEC UTIL & GARBAG	946.46		
			48731-101384 1/	1/25/2024	VET DEC UTIL & GARBAGE	155.84	26,616.09	
2/6/2024	0001253	PORT ANGELES SOLID WAST	1182085	1/25/2024	CH DUMP FEE	180.58		
			1179852	1/25/2024	CDJ DUMPFEE	46.37	226.95	
2/6/2024	0001300	PUBLIC UTILITY DISTRICT	43120 12/23	1/25/2024	RH DEC ELECT	314.98		
			25837 12/23	1/25/2024	DRA DEC ELECT	292.73		
			25840 12/23	1/25/2024	DRA DEC ELECT	109.35		
			25839 12/23	1/25/2024	DRA DEC ELECT	102.58		
			25838 12/23	1/25/2024	DRA DEC ELECT	51.46		
			67069 12/23	1/25/2024	SMPK CLINE UNMETERED LI	23.62	894.72	

Bank : apbank U S BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/6/2024	0001331	RAINBOW SWEEPERS INC	46871	1/25/2024	CH JV 98 BAGS SALT	1,387.39	
				46579	1/25/2024	CH JV SNOW BLAD DE ICE	1,118.95	
				46591	1/25/2024	CH JV SNOW BLAD DE ICE	730.99	
				46723	1/25/2024	CH JV SNOW BLADING	593.51	
				46687	1/25/2024	CH JV SNOWBLADING DE-ICI	549.95	
				46811	1/25/2024	CH JV SNOW BLAD DE ICE	381.15	
				46834	1/25/2024	CH JV SNOW BLADE DE ICE	359.37	
				46890	1/25/2024	CH JV SNOW BLADING	245.03	5,366.34
2/6/2024	0001540	SWAIN'S GENERAL STORE IN	322698	1/25/2024	DRA HEATER, TROWEL, TRAI	181.74		
			322901	1/25/2024	CH SHOP SUPPLIES	143.05		
			322761	1/25/2024	SC RAKE LEAVE CLOG FREE	52.27		
			322690	1/25/2024	CH IND BIMETAL	22.84		399.90
2/6/2024	0001576	THURMAN SUPPLY	887772	1/25/2024	DRA VACUUM BREAKER CLA	60.97		
			888107	1/25/2024	JAIL DRILL BIT	16.54		
			887301	1/25/2024	CH CLIP FOR WATER LEAK	2.56		80.07
2/6/2024	0003431	HI-TECH SECURITY, INC.	100125	1/25/2024	CH JAIL COMMERCIAL FIRE A	2,400.00		
			100228	1/25/2024	CH SYS SENSE SMOKE DETE	89.95		2,489.95
2/6/2024	0004211	CENTURYLINK	36092835408201	1/25/2024	CDJ PHONES	153.98		153.98
2/6/2024	0004211	CENTURYLINK	36068358474451	1/25/2024	DRA PHONES	144.51		144.51
2/6/2024	0004211	CENTURYLINK	36092834415931	1/25/2024	SC PHONES	81.56		81.56
2/6/2024	0032999	PLATT	4T32102	1/25/2024	CH LED BULBS	171.97		
			4T06799	1/25/2024	FG LED BULBS PANEL	30.09		202.06
2/6/2024	0033217	RADIO PACIFIC, INC	23110100	1/25/2024	FG HOME SHOW BOOTH	1,330.00		1,330.00
2/6/2024	0033438	AHBL INC	142940	1/25/2024	CH PROFESSIONAL SERV W/	1,530.00		1,530.00
2/6/2024	0036323	BUCK'S NORTHWEST LANDS	3127	1/25/2024	CH LANDSCAPE MAINTENAN	952.00		952.00
2/6/2024	0036418	PA FAR WEST MACHINE &, HY	0124-c4822c	1/25/2024	CH HYDRAULIC HOSES PIPE	575.69		575.69
2/6/2024	0039041	D WELD SHOP	622236	1/25/2024	JAIL REPAIR SINK MOUNT, BI	647.36		647.36
2/6/2024	0041605	HOME DEPOT PRO	785413444	1/25/2024	CH LINER	301.97		301.97
2/6/2024	0041765	CALL LUKE LLC	4120	1/25/2024	JV REFILL BAIT STATIONS	105.63		105.63
2/6/2024	0044017	ALL AMERICAN PUBLISHING L	1023089	1/25/2024	FG 2024 FAIR ADVERTISING	440.00		440.00
2/6/2024	0046698	EASTSIDE MEDIA CORP	5565	1/25/2024	CDJ 2024 ADVRT OUTDOOR I	2,499.00		2,499.00
2/6/2024	0048238	MCCULLOCH, THOMAS	0265723113	1/25/2024	M T MCCULLOCH REIMBUR V	130.30		130.30
2/6/2024	0048306	SERENE MOMENTS CREATIO	SMC24-001	1/25/2024	FG 2024 FAIR LOGO DESIGN	54.45		54.45

Sub total for U S BANK: 49,612.21

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/6/2024	0041149	SEATTLE CHILDREN'S HOSPI 18319480	1/25/2024	01/03/24 INVOICE	3,000.00	3,000.00
	2/6/2024	0045696	THURSTON COUNTY CORON/CCC-1012024	1/25/2024	DECEMBER MORGUE USAGE	700.00	700.00
	2/6/2024	0000546	EXPRESS SERVICES, INC 30181367	1/25/2024	EXPRESS SERVICES	453.32	453.32
	2/6/2024	0049348	GET REAL COUNSELING 68287519	1/25/2024	WITNESS SERVICES	300.00	300.00
	2/6/2024	0049350	GREENE COUNTY GREENE1/25/24	1/25/2024	PERSONAL SERVICE	50.00	50.00
	2/6/2024	0047168	MILLETT, NATHAN MILLETT1/25/24	1/25/2024	MILEAGE REIMBURSEMENT	726.06	726.06
	2/6/2024	0046683	ODP BUSINESS SOLUTIONS L350373731001	1/25/2024	OFFICE SUPPLIES	509.52	
			349160537001	1/25/2024	OFFICE SUPPLIES	123.64	
			347361096001	1/25/2024	OFFICE SUPPLIES	119.19	752.35
	2/6/2024	0001140	OLYMPIC PRINTERS INC 33876	1/25/2024	BUSINESS CARDS	208.54	
			33906	1/25/2024	BUSINESS CARDS	119.79	328.33
Sub total for U S BANK:							6,310.06

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/6/2024	0000403	COPY CAT GRAPHICS & SIGN 1215	1/2/2024	Reflective Vinyl - PA S349	16.29	16.29
	2/6/2024	0001187	PAPE MACHINERY INC 15003614	1/22/2024	Wipe Blades, Belts - PA 411	533.26	533.26
	2/6/2024	0001255	PRICE FORD LINCOLN MERC15052073-24	1/19/2024	Brake Tube ASY - PA 155	168.85	168.85
	2/6/2024	0001709	WA ST DEPT OF LICENSING 01242024ER&R	1/24/2024	Tax on Vehicle Purchase - PA S	803.03	803.03
	2/6/2024	0001781	WHITEHEADS AUTO PARTS IN276556	1/11/2024	Solenoid - LC 165	35.56	35.56
	2/6/2024	0017663	ARAMARK UNIFORM SVCS IN5120397304	1/23/2024	Laundry Services - PA	40.62	
			5120397292	1/23/2024	Laundry Services - WE	16.30	56.92
	2/6/2024	0021386	STAPLES ADVANTAGE 8072767112	12/30/2023	Papar - PA	203.95	203.95
	2/6/2024	0022435	RACE STREET AUTO PARTS 659926-24	1/22/2024	5w20 - PA S362	76.15	
			659642-24	1/18/2024	Mics - PA Stores	62.70	
			659684-24	1/18/2024	Oil Filter, 5w30 - PA 20-OPNET	30.88	
			659937-24	1/22/2024	U Bolt - PA 206	23.78	193.51
	2/6/2024	0042872	PROPANE NORTHWEST 1512341070	1/16/2024	Propane - SQ	545.11	
			1512457708	1/24/2024	Propane - SQ	456.79	
			1512318509	1/16/2024	Propane - LC	321.15	
			1512396622	1/19/2024	Propane - LC	195.97	1,519.02
	2/6/2024	0043469	PETROCARD 0508760-IN	1/18/2024	Unleaded - LC	4,064.41	
			0508775-IN	1/18/2024	15w40 - SQ	2,764.42	
			0508942-IN	1/22/2024	Urea - SQ	688.48	7,517.31
Sub total for U S BANK:							11,047.70

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/6/2024	0000091	ANGELES MILLWORK & LUMB344231	12/6/2023	MAINTENACE SUPPLIES	39.78	39.78	
	2/6/2024	0000172	BAXTER A/P OFFICE	15663-60144	1/19/2024	MAINTENANCE SUPPLIES	16.43	
			15663-60145	1/19/2024	MAINTENANCE SUPPLIES	16.43	32.86	
	2/6/2024	0000366	CLALLAM COUNTY TREASURIKAILINEXCISE2	1/16/2024	REAL ESTATE EXCISE TAX AF	177.23	177.23	
	2/6/2024	0000546	EXPRESS SERVICES, INC	30181352-10101	01/01-01/07/24 EXPRESS EMF	1,442.20	1,442.20	
	2/6/2024	0000594	DECKER CITY HARDWARE, TI809931	1/18/2024	MAINTENANCE SUPPLIES- LC	166.11	166.11	
	2/6/2024	0000709	HARBOR SAW & SUPPLY	783932	1/25/2024	MAINTENANCE SUPPLIES- LC	357.80	
			783933	1/25/2024	MAINTENANCE SUPPLIES- LC	45.78		
			783931	1/25/2024	MAINTENANCE SUPPLIES-PA	22.80	426.38	
	2/6/2024	0001300	PUBLIC UTILITY DISTRICT	110606-011824	12/18-01/17/24 SCENIC OVER	117.80	117.80	
	2/6/2024	0001540	SWAIN'S GENERAL STORE IN318531	10/4/2023	MAINTENENACE SUPPLIES	64.82		
			318425-1	10/2/2023	MAINTENANCE SUPPLIES	28.22		
			319607	10/31/2023	MAINTENANCE SUPPLIES	16.78	109.82	
	2/6/2024	0001551	TACOMA SCREW PRODUCTS 140101027-00	1/17/2024	MAINTENANCE SUPPLIES-PA	106.32	106.32	
	2/6/2024	0001781	WHITEHEADS AUTO PARTS IN276545	1/11/2024	MAINTENANCE SUPPLIES-LC	50.55	50.55	
	2/6/2024	0017663	ARAMARK UNIFORM SVCS IN5120397303	1/23/2024	LAUNDRY SERVICE -PA	16.34		
			5120397293	1/23/2024	LAUNDRY SERVICE- LC	16.30		
			5120399103	1/25/2024	LAUNDRY SERVICE-SQ	16.30	48.94	
	2/6/2024	0019251	HULL, CHAD	4302940CDLHU	1/19/2024	CDL PHYSICAL HULL	180.00	180.00
	2/6/2024	0022435	RACE STREET AUTO PARTS	659910	1/22/2024	MAINTENANCE SUPPLIES- P/	499.85	499.85
	2/6/2024	0041409	MANEVAL, JOSEPH	MANEVALCDL0	1/23/2024	CDL PHYSICAL REIMBURSEM	175.00	175.00
	2/6/2024	0041605	HOME DEPOT PRO	761564624	8/22/2023	MAINTENENCE SUPPLIES-PA	1,492.12	1,492.12
	2/6/2024	0049359	KAILIN, HARVEY	91460-KAILIN	1/16/2024	EASEMENT PURCHASE- KAIL	15,203.00	15,203.00
	2/6/2024	0049362	TITAN BUILDERS LLC	REFTITAN12424	1/24/2024	REFUND TITAN BUILDERS - E	180.00	180.00
Sub total for U S BANK:							20,447.96	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/6/2024	0000074	AM TEST, INC.	137863	1/19/2024	SAMPLE TESTING-WWTP	500.00	
				137925	1/19/2024	SAMPLE TESTING-WWTP	500.00	1,000.00
	2/6/2024	0000594	DECKER CITY HARDWARE, TI	786484	8/16/2023	MAINTENANCE SUPPLIES- W	238.88	
				762956	3/31/2023	MAINTENANCE SUPPLIES- W	66.59	305.47
	2/6/2024	0000839	K & L SUPPLY INC	46162	12/11/2023	MAINTENANCE SUPPLIES- W	1,161.83	1,161.83
	2/6/2024	0001058	NCL OF WISCONSIN INC	497758	1/5/2024	MAINTENANCE SUPPLIES- W	1,062.53	
				497394	12/27/2023	MAINTENANCE SUPPLIES- W	754.25	1,816.78
	2/6/2024	0000331	CLALLAM COUNTY AUDITOR	1456694-LIENW	1/18/2024	#1601 WESTPHAL LIEN 2024-	19.00	19.00
	2/6/2024	0000546	EXPRESS SERVICES, INC	30181352-43401	1/10/2024	01/01-01/07/24 EXPRESS CRC	558.39	558.39
	2/6/2024	0036990	ANCHOR QEA LLC	22307	1/16/2024	DUNGENESS RESERVOIR CC	23,280.55	
				22162	1/16/2024	DUNGENESS RESERVOIR CC	666.62	23,947.17
	2/6/2024	0004211	CENTURYLINK	4574719-011424	1/14/2024	360-457-4719 856B CARLSBO	90.29	90.29
	2/6/2024	0001300	PUBLIC UTILITY DISTRICT	15905	12/31/2023	11/23~12/23 WSBO	6,534.00	
				15906	12/31/2023	11/23~12/23 PWB	1,656.25	8,190.25
	2/6/2024	0049312	TERRAPHASE ENGINEERING	21845	1/15/2024	CWM SERVICES	398.30	398.30
Sub total for U S BANK:							37,487.48	

Sheriff

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/6/2024	0000403	COPY CAT GRAPHICS & SIGN	1183	12/11/2023	VEHICLE GRAFFICS-147,154,	4,288.01	4,288.01
	2/6/2024	0000628	GALLS LLC	02622596	1/8/2024	UNIFORM - PORTNER	138.85	
				026722599	1/8/2024	UNIFORM - WHITE	66.70	
				026684996	1/3/2024	UNIFORM - MORSE	16.28	
				026684994	1/3/2024	UNIFORM - ROMAN	16.28	
				026684993	1/3/2024	UNIFORM - BENNETT	16.28	
				026685003	1/3/2024	UNIFORM - SISK	16.28	
				026685000	1/3/2024	UNIFORM - SOTEBEER	16.28	
				026685001	1/3/2024	UNIFORM - BAUCK	16.28	
				026685005	1/3/2024	UNIFORM - PORTNER	16.28	319.51
2/6/2024	0001165	ORKIN PEST CONTROL INC	27796100	1/25/2024	PEST CONTROL - 663 FRONT	154.20	154.20	
2/6/2024	0001252	PORT ANGELES, CITY OF	83192	1/18/2024	1ST QTR 2024 PENCOM DISP	68,575.00		
			83195	1/18/2024	POLICE DEPT - K9 2024	3,500.00		
			83193	1/18/2024	FIRING RANGE FEES JAN-D	3,000.00		75,075.00
2/6/2024	0001300	PUBLIC UTILITY DISTRICT	88052-Feb24	1/11/2023	UTILITIES - KITFOX LN	51.22		51.22
2/6/2024	0001603	TYLER TECHNOLOGIES INC.	130-143429	1/25/2024	TYLER SOFTWARE MAINTEN	41,437.91		41,437.91
2/6/2024	0001641	VERIZON WIRELESS	9954343924	1/15/2024	CELL PHONE SERVICE	4,431.98		4,431.98
2/6/2024	0001650	VIKING SEW & VAC	127985	1/11/2024	PATCHES ON SHIRTS-EDWAI	38.08		
			127993	1/20/2024	PATCHE - S. WATERHOUSE	5.44		43.52
2/6/2024	0001828	NIKOLA ENGINEERING INC	48811	1/19/2024	ENDPOINTS JAN 2023	1,179.20		1,179.20
2/6/2024	0004211	CENTURYLINK	206-T01-0387-F	1/16/2024	DATA CONNECTION	336.06		
			360-457-2911-F	1/4/2024	TELEPHONE SERVICE	78.24		
			360-457-9044-F	1/14/2024	TELEPHONE SERVICE	78.24		
			206-Z14-0050-F	1/14/2024	TELEPHONE SERVICE	77.04		569.58
2/6/2024	0021386	STAPLES ADVANTAGE	8072920253	1/13/2024	OFFICE SUPPLIES	147.69		147.69
2/6/2024	0037225	JACKSON, DALE	817-23-01	12/31/2023	TECHNICAL SUPPORT	4,512.50		4,512.50
2/6/2024	0037247	HAIR BY NICOLE	012324	1/25/2024	VEHICLE GRAFFICS-147,154,	225.00		225.00
2/6/2024	0045739	HID GLOBAL CORPORATION	13402017289	1/18/2024	SOFTWARE SUPPORT	2,208.49		2,208.49
2/6/2024	0048495	MAGNET FORENSICS USA INC	#SIN065474	1/25/2024	MAGNET AXIOM TERM BUND	6,789.92		6,789.92
Sub total for U S BANK:								141,433.73

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2/6/2024	0001136	OLYMPIC MEDICAL CENTER	OMC-1.25.24	1/25/2024	INMATE MEDICAL	5,033.27	5,033.27
2/6/2024	0001254	PORT ANGELES FIRE DEPART	15-2023-000054	12/13/2023	INMATE MEDICAL	177.35	
			15-2023-000575	12/29/2023	INMATE MEDICAL	177.35	
			15-2023-000541	12/8/2023	INMATE MEDICAL	124.26	478.96
2/6/2024	0001453	K BEN SKERBECK DDS PS, PE	Skerbeck1.17.24	1/17/2024	INMATE MEDICAL	602.00	602.00
2/6/2024	0025115	RADIA INC PS	ZBMB4XY	1/10/2024	INMATE MEDICAL	50.69	
			ZBMB4UU	1/10/2024	INMATE MEDICAL	27.77	
			ZBMGL5E	1/11/2024	INMATE MEDICAL	27.77	
			ZBMB4VJ	1/10/2024	INMATE MEDICAL	23.50	
			ZBMGL4P	1/11/2024	INMATE MEDICAL	5.24	
			ZBMGL4Q	1/11/2024	INMATE MEDICAL	5.05	140.02
2/6/2024	0041537	MCKESSON MEDICAL-SURGI	21588773	1/16/2024	MEDICAL SUPPLIES	237.14	
			21566649	1/10/2024	INMATE MEDICAL SUPPLIES	61.80	298.94
2/6/2024	0048022	SOUND INPATIENT PHYSICIAN	ZBL477W	12/29/2023	INMATE MEDICAL	118.82	
			ZBLAVFX	12/30/2023	INMATE MEDICAL	114.16	
			ZBL477Y	12/30/2023	INMATE MEDICAL	85.38	
			ZBM5PSL	12/14/2023	INMATE MEDICAL	78.58	
			ZBMIVKC	1/10/2024	INMATE MEDICAL	78.58	
			ZBLWXA4	5/4/2023	INMATE MEDICAL	46.90	
			ZBJYWNN	12/14/2023	INMATE MEDICAL	23.00	545.42
Sub total for U S BANK:							7,098.61

apChkLst
01/31/2024 11:45:17AM

Final Check List
CLALLAM COUNTY

Superior Court

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	2/6/2024	0040427	NORPOINT GROUP LLC	1346 NG	1/25/2024	JAN 2024 (2) COURT SECURI	9,020.00	9,020.00
Sub total for U S BANK:							9,020.00	

apChkLst
01/31/2024 11:52:27AM

Final Check List
CLALLAM COUNTY

Treasurer

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	2/6/2024	0028820	US BANK, TREASURY MGMT (2023 7622	1/24/2024	BANKING CHARGES FOR 202	10,886.60	10,886.60
	2/6/2024	0046683	ODP BUSINESS SOLUTIONS L348290467001	1/24/2024	OFFICE SUPPLIES	208.44	208.44
Sub total for U S BANK:							11,095.04

apChkLst
01/24/2024 2:52:00PM

Final Check List
CLALLAM COUNTY

Veterans

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/24/2024	0001252	PORT ANGELES, CITY OF	CJ7401 1/24/24	1/24/2024	UTILITIES	681.38	681.38
1/24/2024	0020849	U S BANK	BG6299 1/24/24	1/24/2024	FOOD	150.00	
			NP5493 1/24/24	1/24/2024	FOOD	150.00	
			SM7415 1/24/24	1/24/2024	FOOD	150.00	
			TR1745 1/24/24	1/24/2024	FOOD	150.00	
			BT6808 1/24/24	1/24/2024	FOOD	100.00	
			CT2720 1/24/24	1/24/2024	FOOD	100.00	
			MR0685 1/24/24	1/24/2024	FOOD	100.00	900.00
Sub total for U S BANK:							1,581.38



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FEB 06 2024

BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of January 29 – February 2, 2024

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, January 29, 2024. Present were Commissioners Ozias, Johnson and French, and Administrator Mielke.

Items of discussion per the agenda published January 25 were:

- Calendar/Correspondence
- Resolution appointing Grant Herman to the Trails Advisory Committee
- Resolution appointing Jennifer Johnston to the Solid Waste Advisory Committee
- Resolution appointing Katharine Frazier and Harmony Rutter to the Marine Resources Committee
- Resolution authorizing Sheriff Brian King to sign closing documents for the sale of the county property located at 4308/4312 Nicholas Road, Port Angeles
- Agreement with Washington State Parks and Recreation Commission to enhance recreational boating enforcement and education activities
- Resolution calling for a hearing to be held on Tuesday, February 13, 2024 at 10:30 a.m. regarding proposed property surplus and public auction
- Resolution appointing Alexander Sidles with Sidles Law as Clallam County Hearing Examiner and move forward to execute a contract for Hearing Examiner services
- Housing Solutions Committees is requesting review and approval of an application for the allocations of 1406/1590 funding
- Pre-application questionnaire and letter of commitment with Department of Commerce for Coordinating Low Income Housing Planning Grant
- Small Business Development Center update
- Legislative session update
- National Association of Counties NACO discussion
- Overview of American Rescue Plan Act ARPA project and expenditures report

Meeting concluded at 11:52 a.m. and continued to a continued work session at 1 p.m.

Continued Work Session

The continued work session convened at 1 p.m., Monday, January 29, 2024. Present were Commissioners Ozias, Johnson and French and Administrator Mielke.

- Discussion regarding using artificial intelligence AI in County operations

Meeting adjourned at 2:46 p.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair French called the meeting to order at 10 a.m., Tuesday, January 30, 2024. Also present were Commissioners Johnson and Ozias and Administrator Mielke.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

ACTION TAKEN: CRJm to adopt the agenda as presented, CMOs, mc

CONSENT AGENDA

- 1a Approval of vouchers for the week of January 22
- 1b Approval of payroll for the period ending January 15
- 1c Approval of minutes for the week of January 22
- 1d Briefing and notice to call for hearing to be held on Tuesday, February 13, 2024 at 10:30 a.m. regarding a proposed Ordinance titled Recreational Park Trailer Placement

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of January 29 – February 2, 2024
Page 2

- 1e Briefing and call for hearing to be held on Tuesday, February 13, 2024, at 10:30 a.m. regarding an Ordinance amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule – Fairgrounds Division Services 215-A

ACTION TAKEN: CRJm to adopt the consent agenda as presented, CMOs, mc

REPORTS AND PRESENTATIONS

- CMO commented on Simdars Department of Transportation Meeting, Washington State Association of Counties WSAC budget
- CRJ commented on Clallam County Fair Royalty Ceremony, housing crisis
- CMF commented on Law Library, Olympic Community Action Program OlyCAP, Clallam Bay Sekiu Community Action Team

CONTRACTS AND AGREEMENTS

- 2a Agreement with Recreation and Conservation Office for Local Parks Maintenance Grant

ACTION TAKEN: CRJm to approve, CMOs, mc

- 2b Agreement with Public Utility District No. 1 of Clallam County to remove/replace a water main in conjunction with the Sekiu Sewer Project

ACTION TAKEN: CRJm to approve, CMOs, mc

ADMINISTRATION

- 3a Resolution authorizing Sheriff Brian King to sign closing documents for the sale of the county property located at 4308/4312 Nicholas Road, Port Angeles

ACTION TAKEN: CRJm to adopt, CMOs, mc

- 3b Resolution canceling uncollectible personal property taxes

ACTION TAKEN: CRJm to adopt, CMOs, mc

- 3c Approve of amended Parks Advisory Board Bylaws

ACTION TAKEN: CRJm to approve, CMOs, mc

PUBLIC WORKS

- 4a Resolution initiating a County Road Project designated as CRP C1261, Carlsborg Repaving

ACTION TAKEN: CRJm to adopt, CMOs, mc

- 4b Notice to call for bids to be received no later than Tuesday, February 20, 2024 at 10 a.m. regarding Carlsborg Repaving Project

ACTION TAKEN: CRJm to adopt, CMOs, mc

HEARING(S)

- H1 An Ordinance rescinding employment contract for the County Administrator under Ordinance 963

- ATM, provided a staff report

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

- The following provided testimony:
 - Ed Telenick, Sequim

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

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of January 29 – February 2, 2024
Page 3

BUDGET

5a Resolution creating a Board of Commissioners Recompete Grant Department within the General Fund

ACTION TAKEN: CRJm to adopt, CMOs, mc

5b Resolution adopting the following Budget Revisions:

DCD Planning, DCD Building, District Court I – Following adoption of the 2024 General Fund Budget, unanticipated staffing developments were identified within the General Fund's Department of DCD Planning and Building divisions which are expected to result in identified cost savings to the 2024 budget. These savings have been identified as a source of funding to potentially re-establish funding to District Court I to fill a vacant, deferred Court Clerk III position in the District Court I budget beginning April 1, 2024, a position identified as one that is contributor to the collection of legal financial obligation revenue for the County. This budget revision between General Fund departments is needed to transition sufficient funding from the DCD Planning and Building divisions based on these identified cost savings to the District Court I personnel budget to enable refilling of the vacant Court Clerk III position/\$65,891

The Board made comments.

ACTION TAKEN: CRJm to adopt, CMOs, mc (CMO voted no)

5c Resolution adopting the following Supplemental Appropriations:

Sheriff – OPNET Drug – A currency counter that can integrate with our evidence software was added to our 2023 budget as a supplemental with Drug Task Force JAG grant funding. While we received the currency counter in October of 2023, the vendor did not supply us with an invoice in time to pay it during the 2023 calendar year, so the budget line was entirely unspent. We need this additional funding transferred to the 2024 budget/\$9,932

Board of Commissioners – Recompete Grant – Recompete Strategy Development Grant funding will be used to research the Prime Age Employment Gap (PAEG) in our county to determine the barriers they face preventing their participation in the workforce and how they may be alleviated/\$498,729

Department of Community Development Environmental Quality – Clallam County DCD received a NOAA Grant administered through the Department of Ecology to fund Clallam County Marine Resources County projects from January 1, 2024 to December 31, 2025. This is for the 2024 budget/\$68,000

ACTION TAKEN: CRJm to adopt, CMOs, mc

HEARING(S)

H1 An Ordinance rescinding employment contract for the County Administrator under Ordinance 963

- ATM, provided a staff report

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

- The following provided testimony:
 - Ed Telenick, Sequim

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

PUBLIC COMMENT

- Thomas Ash, Sequim, commented on public comments, criminal investigation
- Ed Telenick, Sequim, commented on prior commenter, District Court position, Director Emery
- Gayle Baker, Sequim, commented on Director Bruce Emery, Department of Community Development, Commissioner Ozias (see attached)
- Karin Cummins, Sequim, commented on played a video, noise ordinance, Towne Road
- John Worthington, Sequim, commented on Towne Road,
- Virginia Shogren, Sequim, Sequim, commented on pipeline pipping project, Sequim irrigation ditch, tax dollars, Clear Ballot, elections, voting
- Kathleen Keen, Sequim, commented on elections, voting (see attached)
- Derrick Eberle, Sequim, commented on Towne Road
- Lisa Boulware, Sequim commented on disrespectful people, thanked the Commissioners

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of January 29 – February 2, 2024
Page 4

- Rob White, Sequim, commented on pipeline pipping project, Clallam Conservation District (see attached)
- Denise Lapio, Sequim, commented on Washington State Association of Counties, Towne Road
- Michael Holloway, Tacoma, commented on Towne Road
- Jeff Tozzer, Sequim, commented on the Clallam Bay and Sekiu Community Meeting, Towne Road, criminal behavior
- Pepai Whipple, Sequim, commented on Commissioners meeting, comments, Towne Road

Meeting concluded at 11:36 a.m. and continued to 9 a.m., Monday, February 5, 2024.

The Board of Commissioners attended WSAC Virtual Update, Continued work session, Coffee with Colleen, and Housing Solutions Committee during the week of January 29.

PASSED AND ADOPTED this 6th day of February 2024.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board

KEY TO ABBREVIATIONS:

ATM Administrator Todd Mielke

CMO Commissioner Mark Ozias

CRJ Commissioner Randy Johnson

CMF Commissioner Mike French

m moved
mc motion carried
s seconded

BOCC Mail Correspondences Received from other Jurisdictions



OPPORTUNITIES for INNOVATION

— April 24-26, 2024 —

The Olympic Logging Conference Board of Directors cordially invites you to the 77th Olympic Logging Conference, held at the Fairmont Empress Hotel in Victoria, British Columbia on April 24-26, 2024.

We are pleased to invite you to the 77th annual Olympic Logging Conference, April 24-26, 2024, at the Fairmont Empress in Victoria, British Columbia.

Our timber resource is constantly growing and always changing. Policy, economics, technology, and natural conditions spur innovation that opens new doors while closing others. We hope you can join us in exploring how *Opportunities for Innovation* are critical to our forest products industry.

The conference begins Wednesday afternoon with an optional tour at Nicholson Manufacturing Ltd., followed by Check-in and a Meet and Greet in the Shaughnessy Ballroom Wednesday evening. Thursday will include our keynote presentation by Steve Courtney, providing perspective on industry change and evolution, followed by supporting discussions on workforce, technology, and product innovation. Thursday evening will start with a reception in the Palm Court, followed by dinner,

scholarship awards, live auction, and entertainment, all in the Crystal Ballroom.

Friday morning will kick-off with What's New in Timber followed by your afternoon outing choice of golfing at Cordova Bay, a tour of the B.C. Forest Discovery Centre, or simply shopping and touring the city of Victoria on your own. Activities will close on Friday evening with a formal dinner and awards.

This conference is a success year-to-year thanks to the continued hard work, support, and participation by our sponsors, members, and board of directors. Please join us for another great year as good friends, partners, and colleagues!

We look forward to seeing everyone in Victoria!

Branden & Katie Sirguy
2024 Olympic Logging Conference Chairs



Dear Conference Members and Donors,

The success of the Olympic Logging Conference would not be possible without the generous and wonderful support we receive through our sponsors. Your generosity allows us to host the best relevant speakers and to provide quality meals and lively entertainment in our conference package. Participants enjoy learning about current topics relevant to the timber industry while networking with others in our business.

As we work towards the conference, we rely on your continued support as a key component to success. On behalf of the Board of Directors, I am asking for your financial support of the 2024 Olympic Logging Conference. Attached is a pledge form identifying the various levels of sponsorship we ask you to consider. Over the past 20 years, we have been fortunate to maintain a consistent sponsorship structure. Due to rising costs, we are adjusting sponsorship levels this year to reflect this change. Any level of support is greatly appreciated. Pledge forms returned by March 29th will ensure that you or your business will get full recognition at the conference for your generosity. Our sponsors receive visual and printed recognition throughout the conference and our website.

Thank you for supporting of the 77th Olympic Logging Conference and we hope you will join us at the Fairmont Empress Hotel in Victoria, B.C., April 24-26, 2024.

Sincerely,

Nicole Kimzey

Olympic Logging Conference Financial Chair 360-477-2588

Yes, I would like to sponsor the 2024 Olympic Logging Conference!

Company _____
Contact _____
Email _____ Phone _____
Address _____
City State ZIP _____

All sponsors are given recognition on name tags, program listing, overhead display and website.
*Olympic Logging Conference Foundation 501(c)(3) 81-446646. Scholarship sponsors also receive recognition at the golf course.

2024 DIRECTORS

Chair

Branden & Katie Sirguy
Merrill & Ring Forest Products
Port Angeles

Vice Chair

Joel Pedersen & Hailey Ridout
Pedersen Land & Timber
Tumwater

Members

Bryan & Karen Huber
Merrill & Ring Inc.
Port Angeles

Nicole & Jed Kimzey
Merrill & Ring Inc.
Port Angeles

John & Kathy Schmit
RSG Forest Products
Kalama

Jesse Helvey & Kim Pham
Forks Fiber Inc.
Forks

Kyle and Holly Williams
Weyerhaeuser
Aberdeen

Matt Leise & Kate Fynn
Sierra Pacific Industries
Tumwater

Paige & Ty Pearson
Nicholas Worley Trucking Inc.
Forks

Past Chair

Roger & Carmen Smith
R L Smith Logging
Olympia

- | | |
|-----------------------------------|-------------------|
| ☐ Platinum | \$1,500+ |
| ☐ Gold | \$1,000 – \$1,499 |
| ☐ Silver | \$500 – \$999 |
| ☐ Bronze | up to \$499 |

Foundation Sponsors – Scholarships

- | | |
|---|---------|
| ☐ *Kevin Worley Memorial | \$_____ |
| ☐ *Golf Hole | \$150 |

SPONSORSHIP PAYMENT METHOD

Pay online: olcnw.com

Request an invoice: info@olcnw.com

Check by mail (US funds only): Note new address OLC, P.O. Box 26, Eatonville, WA 98328

OPPORTUNITIES for INNOVATION

April 24-26, 2024 • Fairmont Empress Hotel, Victoria, B.C.

MEMBERSHIP REGISTRATION

Includes sessions, receptions, meals & entertainment

Name _____ Years of Attendance _____

Select Meals:

☐ Thursday/Breakfast ☐ Thursday/Dinner ☐ Friday/Breakfast ☐ Friday/Dinner

Address _____

City State ZIP _____

Email _____ Phone _____

Company _____

Guest Name _____

Select Meals:

☐ Thursday/Breakfast ☐ Thursday/Dinner ☐ Friday/Breakfast ☐ Friday/Dinner

QUESTIONS?

Please contact:

Diane Mettler

General Manager

253-777-8077

info@olcnw.com

**Attendance at the
Olympic Logging
Conference sessions
account for up to 8-CE
credits towards
Washington Contract
Loggers Accredited
Logging Program and
Society of American
Foresters CE credits.**

SINGLE — \$440.00 COUPLE — \$640.00

Wednesday, April 23 Activity:

TOUR: Nicholson Manufacturing Facility — 11:30 a.m. to 2:30 p.m. How many? _____ \$25

Lunch included

Friday, April 26 Activities:

TOUR: Duncan Forestry Centre — 10:30 am to 3:30 p.m. Includes lunch. How many _____ Adult \$75

_____ Child \$65

No cost for children under 2

GOLF: Cordova Bay Golf Course — 10:00 a.m. to 5:45 p.m. How many? _____ at \$160/ea.

Includes transportation, lunch, power cart

Rental clubs

_____ Right handed

Will be reserved, but attendee responsible for payment at course _____ Left handed

Total: \$ _____



OPPORTUNITIES for INNOVATION

REGISTRATION & SPONSORSHIP ENCLOSED

PRSR STD
U.S. POSTAGE
PAID
BEND OR
PERMIT NO. 11

RECEIVED
CLALLAM CO. COMMISSIONERS

JAN 24 2024

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

*****AUTO**ALL FOR AADC 983

P 119
T 2

Randall Johnson
Board of Clallam County Commissioners
223 E 4th St Ste 4
Port Angeles, WA 98362-3000



OLYMPIC LOGGING CONFERENCE FOUNDATION SCHOLARSHIP AND EVERGREEN SCHOLARSHIP

The Olympic Logging Conference Foundation scholarship and the Evergreen scholarship programs are offered to those wishing to pursue higher education after high school graduation. They are designed to help supplement the cost of tuition, books, room and board while attending vocational school, college, or university. See our website for criteria and application.

Total 2023 scholarship awards: \$10,000



The Fairmont Empress Hotel sits majestically at the cornerstone of Victoria's sparkling Inner Harbour and city center of arts, entertainment and cultural attractions.

Register online at
www.olympicloggingconference.com
Reserve by April 1st, 2024 to receive
group rates. 1-250-384-8111



PORT ANGELES
WASHINGTON, U.S.

DEPARTMENT OF

COMMUNITY & ECONOMIC DEVELOPMENT

RECEIVED
CLALLAM CO. COMMISSIONERS

JAN 29 2024

P...2...3...A...

PUBLIC NOTICE

- Notice of Conditional Use Permit Application (PZ 23-79) and SEPA Checklist -

WHO: Members of the general public are provided notice at City Hall (321 East 5th Street) and onsite, or as close as practicable to the site, of the proposed action with a posting. All property owners within 300 feet of the proposed action are provided notice directly by mail to the name/address listed by Clallam County Assessor's Office. Stakeholders and community members are also provided notice in the *Peninsula Daily News* and on the City's website.

WHAT: The City of Port Angeles received a development application. A public hearing for a Conditional Use Permit (CUP) Application No. 23-79 conducted by the City's Hearing Examiner has been scheduled for February 15, 2024. Application information may be requested from the Department of Community & Economic Development (DCED) by emailing ced@cityofpa.us or visiting <https://www.cityofpa.us/145/Current-Projects-and-Plans>.

APPLICATION DETAILS: No. 23-79	
APPLICATION TYPE: CUP and SEPA Checklist Review PROJECT NAME: Olympic Peninsula YMCA – Early Learning Center	DESCRIPTION: Establishment of an early learning center and child care facility operated by Olympic Peninsula YMCA located at 717, 723, and 725 E 4th Street on Parcel Nos. 06-30-00-60-0072, 06-30-00-60-0075, and 06-30-00-77-0305 in the R7 and Public Buildings – Parks (PBP) zones.
APPLICANT: Olympic Peninsula YMCA LOCATION: 717, 723, and 725 E 4th Street ZONE: R7 and Public Buildings – Parks (PBP)	APPLICATION SUBMITTED: December 11, 2023 APPLICATION DETERMINED COMPLETE: January 8, 2024 SEPA COMMENT PERIOD CLOSE: February 8, 2024
PUBLIC HEARING DETAILS	
WHEN: February 15, 2024 @ 9:00 AM PST or shortly thereafter Link to Project Information: https://www.cityofpa.us/145/Current-Projects-and-Plans	

HOW TO COMMENT: Interested parties are encouraged to comment on the proposal and may request a copy of the decision and any appeal rights. Any interested parties may submit written comment during the public comment period. Written comments must be submitted prior to the close of the public comment period care of the Department of Community & Economic Development (DCED) by email to ced@cityofpa.us or by mail to 321 E 5th Street, Port Angeles, WA 98362 c/o DCED. Verbal Comments can be made during the public hearing on February 15, 2024.

STATE ENVIRONMENTAL POLICY ACT: A Determination of Non-Significance (DNS No. 1471) has been issued per WAC 197-11-340. This comment period will be the only time to comment on the environmental impacts of the proposed project. Interested parties are encouraged to comment on the SEPA Checklist and may request a copy of the determination. Comments on the determination or proposal shall be as specific as possible and may address either the adequacy of the environmental document and/or the merits of any alternatives discussed. The SEPA official may retain or modify the DNS, or if the official determines that significant adverse impacts are likely, withdraw the DNS or supporting documents. Any interested parties may submit written comment during the 14-day public comment period care of the Department of Community & Economic Development (DCED) by email to ced@cityofpa.us, or by mail addressed to 321 E 5th St., Port Angeles, WA 98362 no later than the SEPA comment period closing date of **February 8, 2024**.

DATE/TIME OF PUBLIC HEARING: Thursday, February 15, 2024 @ 9:00 AM PST or shortly thereafter.

LOCATION OF PUBLIC HEARING: Virtually on the Webex platform. Visit www.cityofpa.us/Live-Virtual-Meetings for information on virtual meeting attendance.

HEARING PARTICIPATION: The meeting will be a virtual format. The Audio Only and Live Hearing function will be available approximately 30 minutes prior to the meeting. If you are unable to deliver virtual public testimony during the public hearing, you may submit your written public testimony in advance of the hearing to ced@cityofpa.us. All written public testimony must be received prior to the hearing date of February 15, 2024 in order to be considered.

DECISION INFORMATION: The Hearing Examiner's decision will be made based on the Staff Report and record, including the public hearing, written public comment, and verbal testimony, within 120 days of the date of completeness determination. Any appeal of the decision shall be filed within 15 days after the date of decision.

Link to Project Information: <https://www.cityofpa.us/145/Current-Projects-and-Plans>

For additional information contact: DCED Staff at (360) 417-4750 or ced@cityofpa.us.

Comment to Clallam County Commissioners
Gayle Baker
January 30, 2024

Public Comment
Gayle Baker
1/30/24

Continuing with the long overdue calling out of our elected leaders and their ties to special interests, today I will be reporting on Bruce Emory. During Emory's 2022 campaign for his current position, Clallam County Director of Community Development, contributions came primarily from five (5) special interest groups:

1. Construction and Building: \$9,750
2. Real Estate: \$4,200
3. Forestry: \$3,500
4. Jamestown S'Klallam Tribe: \$1,000
5. Other: \$2,050 and includes a:
 1. County Commissioner
 2. Permit Specialist
 3. Water System Manager
 4. Business Development Executive
 5. CC Democratic Central Committee and an
 6. Environmentalist

The Oxford Dictionary defines Special Interests Groups as: *"a group of people or an organization seeking or receiving special advantages, typically through political lobbying."*

Dictionary

Definitions from [Oxford Languages](#) - [Learn more](#)



special in·ter·est

noun

plural noun: **special interest groups**

a group of people or an organization seeking or receiving special advantages, typically through political lobbying.

"more than \$300 million has been spent by special interest groups trying to influence the nation's energy policies"

The PDC report¹ where I gleaned the contribution information, informs that Bruce Emory collected a total of \$35,661 in political donations in 2022. Of that amount, \$20,500 (57.5%) would qualify, by my standards, as special interest contributions.² I believe that, because every one of those donations that I've listed is tied to a person and/or organization having to do with property development in our community.

I'm directing this last bit to Commissioner Ozias: I know that the support you have goes way beyond this county. And you've shown us how far you will go to protect your special interests, which tells us how much you want to stay in power. Your supporters may have the money, but we've got the truth on our side, which gives us a certain amount of power too. That's why dictators go to such extreme measures to silence people who speak the truth.

¹ https://www.pdc.wa.gov/political-disclosure-reporting-data/browse-search-data/candidates?filer_name=Bruce+Emory&jurisdiction_type=Local

² Attachment A: 2022 Special Interest Donation to Bruce Emory – Clallam County Director of Community Development

2022 Special Interest Donations to Bruce Emory - Clallam County Director of Community Development

LINDBERG WILLIAM	Sequim	WA	Cash	General	Lindberg & Smith Architects	ARCHITECT	250
HANSEN KURTIS	Port Angeles	WA	Cash	General	North Pointe Construction LLC	Construction Manager	500
HANSEN KURTIS	Port Angeles	WA	Cash	Primary	North Pointe Construction LLC	Construction Manager	1,000
YAKOVICH DENNIS	Port Angeles	WA	Cash	Primary	North Pointe Construction LLC	Managing Member	500
YAKOVICH DENNIS	Port Angeles	WA	Cash	General	North Pointe Construction LLC	Managing Member	1,000
WIRTH STEVE	Port Angeles	WA	Cash	Primary	Steve Wirth Enterprises Inc.	Construction Contractor	1,000
ANDERSON HOMES LLC	Sequim	WA	Cash	General			1,000
ANDERSON HOMES LLC	Sequim	WA	Cash	Primary			1,000
FRAMEWORK BUILDERS LLC	Sequim	WA	Cash	General			1,000
NORTH POINTE CONSTRUCTION LLC	Port Angeles	WA	Cash	General			1,000
NORTH POINTE CONSTRUCTION LLC	Port Angeles	WA	Cash	Primary			1,000
WESTERRA HOMES	Sequim	WA	Cash	General			1,000
							500
						construction	9,750
JOHNSON KELLY	Port Angeles	WA	Cash	General	Windermere Real Estate	ASSOCIATE REALTOR	1,000
JOHNSON KELLY	Port Angeles	WA	Cash	Primary	Windermere Real Estate	ASSOCIATE REALTOR	1,000
BOE QUINT	Port Angeles	WA	Cash	General	Windermere Real Estate	REAL ESTATE BROKER	500
HOLCOMB JENNIFER	Port Angeles	WA	Cash	Primary	Windermere Real Estate, PAs	ASSOCIATE REALTOR	200
AD SERVICES INC.	Port Angeles	WA	Cash	General			500
WASHINGTON ASSOCIATION OF REALTORS	Olympia	WA	Cash	General			1,000
						real estate	4,200
CROW TYLER	Port Angeles	WA	Cash	General	Green Crow Corporation	CHIEF EXECUTIVE OFFICER	250
CROW TYLER	Port Angeles	WA	Cash	Primary	Green Crow Corporation	CHIEF EXECUTIVE OFFICER	500
CROW JOHN D.	Tyler	TX	Cash	General	Green Crow Corporation	Owner/Member	1,000
CROW JOHN D.	Tyler	TX	Cash	Primary	Green Crow Corporation	Owner/Member	1,000
WALKER CROW AMY	Port Angeles	WA	Cash	General		UNEMPLOYED	250
WALKER CROW AMY	Port Angeles	WA	Cash	Primary		UNEMPLOYED	500
						forestry	3,500
JOHNSON RANDY	Port Angeles	WA	Cash	General	Clallam County	COUNTY COMMISSIONER	250
FELLER ADAR	Port Angeles	WA	Cash	General	Clallam County	PERMIT SPECIALIST	150
KELLY CINDY	Port Angeles	WA	Cash	General	Dry Creek Water Association	Water System Manager	100
KELLY CINDY	Port Angeles	WA	Cash	General	Dry Creek Water Association	Water System Manager	200
GROOVER LISA	Millbrae	CA	Cash	Primary	Grant Thornton LLP	BUSINESS DEVELOPMENT EXECUTIVE	250
JAMESTOWN S'KLALLAM TRIBE	Sequim	WA	Cash	General			1,000
CLALLAM COUNTY DEMOCRATIC CENTRAL COMMITTEE	Port Angeles	WA	Cash	General			200
CHADD EDWARD (environmentalist)	Port Angeles	WA	Cash	Primary		RETIRED	900
						loosly aligned/common interests	3,050
							20,500



Kathleen Keen
Public Comment
1/30/24

HOME / NEWS / WHAT WE LEARNED

/ CALL TO ACTION / ELECTIONS BY MAIL

/ ELECTION LAWS

Clallam County

May 24, 2022 |



Clallam County had the longest record of all bellwether counties for agreeing with the Presidential winner nationwide going back to 1920. In 100 years, Clallam only voted for the opposite candidate only twice. (1968 and 1976) Before 2020, it was one of 19 counties with an unbroken record since 1980 of voting in agreement with the Presidential winner. In 2020, all the other bellwether counties voted for Trump. Clallam was the only county who reported a win for Biden.

Is Clallam County the last standing out of the 19 on their winning streak? What are the odds of that? Wouldn't it be more likely that one county got it wrong, not the other 19? We wanted to understand this better, so we looked into it. During that process, we discovered some interesting things about the 2020 election in Clallam County.

Results

Biden (D) was reported to be the winner with 24,721 votes, against Trump's (R) 23,062.

Culp (R) was eventually reported to be the winner with 24,640 votes against Inslee's (D) 24,366 votes. According to our records, Culp was not the candidate in the lead at 8pm on election day when initial results were announced. He won days later, as votes continued to be counted. In fact, it appears NBC published reports that Inslee won the county and didn't correct it for quite some time.

In 2016, both Republican candidates won the Governor and Presidential race in Clallam County.

Statistics from the 2020 general election:

Trump gained 4,268 votes from 2016

Culp had 4,532 more votes than the Republican candidate in 2016

Biden had 7,044 more votes than Hillary in 2016.

Inslee had 4,982 more votes than he did in 2016

Biden gained 2,062 more votes than Inslee

The county had a total population growth of 3,745.

Clallam Co. issued 2,171 replacement ballots, 1,622 of which were printed online.

Total of 3,324 more ballots issued than registered voters.

Margin of Victory for Biden was 1659

The Data

Using records we received from the Auditor's office, we recreated a timeline of the election. We were able to put the ballot batches back in the order they were received and processed by the county. We used two separate records to do this. One of which has the vote totals for each batch of ballots scanned. The other has the time and date each batch was scanned and tabulated by the Clear Count software used to tally the votes.

We merged the two records and re-sorted them by time. (It is still unclear why they were not in the original order to begin with.) Once they were in order, there were several things that stood out. Biden and Inslee had a jump start. The beginning batches were heavily Democrat compared to the second half of the batches. The Democrat candidates gained a large margin of victory, right away, then as time went on, the margin narrowed. In the case of the Governor's race, Culp finally took the lead, but not until the very end of the race.

Let's look at the charts. These are the cumulative vote totals. These graphs span a period of a couple weeks. Ballots started being scanned and counted on 10/28/2020 and finished on 11/24/2020 when the election was certified.

Notice the lines start off at a steady pace, and later that appears to switch. Republican votes were much heavier than the Democrat votes near the end of the election.

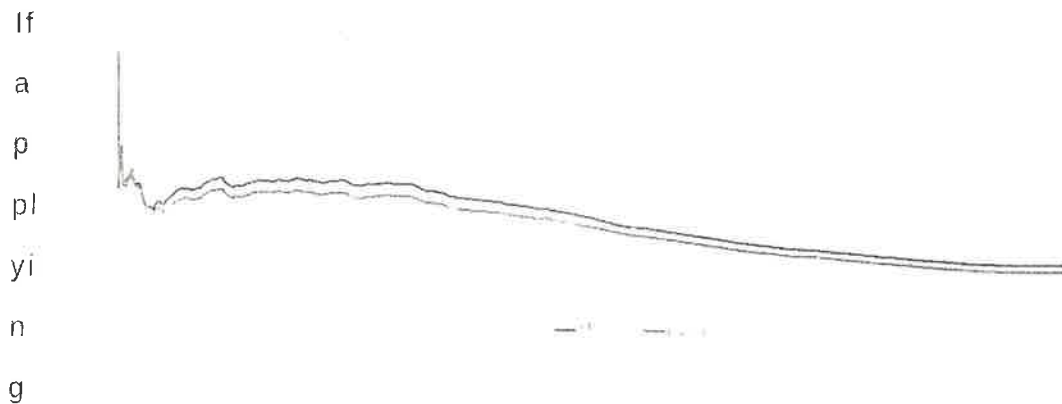


When comparing the two races, the difference appears to be in the 3rd party votes. The batches were mostly the same size, the Democrat votes were mostly the same, but the 3rd party votes were less on the Presidential race. Which went somewhere else. According to the data, Republican voters who voted Republican for Governor, and for

party for President. And all of the Democrat voters are faithful to the party. (This is where you start reading between the lines.)

Ratio

The cumulative ratio of Democrat to Republican votes for the two races are very similar, as we would expect. But the Biden to Trump ratio was slightly higher than the Governor's race, due to the fewer votes for Trump than Culp.



the law of large numbers to the random vote counting order, we would expect this line to flatten out at a certain point. However, that doesn't happen with the 49 thousand votes counted in these races. If you are unfamiliar with the law of large numbers, **read this short and informative article.**

Finally, we compared the margin of victory for each batch. Batches in Clallam County were scanned in groups of 150 or less. Most of the batches were 150, unless it was the end of the day, or there were not more ballots available on hand to make a complete batch. We put this on a chart, and what we found is almost unbelievable. However, it fits right in with the rest of the data we have.

Blue lines going up represent a Democrat victory for 150 ballots or less. A red line going down is a Republican victory.

The longer the line, the larger the margin of victory in that corresponding batch.

How did the Democrats do so well in the first half then their votes drop off in the second half? During the first few days of the election, Biden and Inslee both were thousands of votes ahead of the Republican candidates. Then there was a quick change of pace, almost as if a switch was flipped when half of the ballots had been counted.

There were many questions about this, as well as some doubts. We have verified the data and reconstructed the analysis. We came up with the same thing. The early votes are mostly the Democrat votes.

Zuckerbucks

Clallam County received a grant of \$26,055 from CTCL, a company Facebook owner laundered money through for the "safe administration of public elections during the Covid-19 pandemic". We already vote by mail, so how much really need? This is just one additional to certain counties across the country.

Deleted Election Records

In response to a records request Clallam County admitted they no longer have the web activity log from the 2020 general election, despite still being within the 22-month retention period.

Following a reasonable search, Clallam County has completed the assembly and duplication of all identifiable public records that respond to your request.

Below is what is being released to you.

Election Activity Log for the Official 2020 General Election
Internal, Nonpublic Election Activity Log that includes the dates of the Logic and Accuracy (L & A) Test

Due to a Clear Ballot upgrade in April, 15, 2021 the Web Activity Log is no longer available.

As per law we believe that we have responded to your request in full by making all responsive records available to you in the Records Center. You can also access these records by clicking on the document link(s) below this message. This request is now closed."

Litigation Hold Notice Sent to the County

Attorney Pete Serrano sent a letter to the county requesting they refrain from the further deletion of 2020 election records in anticipation for litigation. See the letter :



SHL1

July 21, 2022

Attn: Shoona Rigs, Clallam County Auditor

Re: Preservation of Documents in Anticipation of Litigation

Dear Auditor Rigs,

Our democratic republic cannot survive if citizens believe their votes that have the potential for fraud. These systems include the counting

Clallam litigation hold notice

[Download](#)

VRDB

Within the registration data, we found at least 52 people voted who were registered to a boat marina, and 8 that were registered to a mailbox rental. This is not a complete count, just a quick search result. We expect there are many other suspicious registered voters within the data, but we haven't taken the time to dig into it yet.

Canvassing

Non-partisan volunteers went knocking on doors: voters' registrations using county voter roll data. They had a list

of people registered to vote at the addresses they visited, and simply confirmed with the resident that the registered voters of record are residents and are eligible to vote using that address. Clallam County had a much larger anomaly rate than most of the others (a 91 % anomaly rate per household). The canvassers were only able to do a small sample, but the number of issues found was very concerning. See the full report from the Clallam County Voter Research Team below.



1 of 4



Clallam County Voter Research Spring 2022 Canvassing Report

*The Clallam County Voter Research Project was formed via
Research Project in the fall of 2021 by a group of volunteers.*

CLALLAM-COUNTY-VOTER-RESEARCH-PROJECT-

CANVASSING-REPORT

Download

Resolver tool

In the Clear Count software used by the county, there is an adjudication tool called the Resolver Tool. Using the log that Clallam County provided, we discovered there were 6909 lines of the ballots being "re-written" and saved with the new ballot selections. We believe this is 6909 distinct ballots, not necessarily 6109 ballots. Some ballots have only one entry, while others have multiple.

It looks like this adjudication didn't start until election day around 7:15 pm. Here is a list of the dates the resolver tool was used and how many times it shows up in the log.

Date in November	resolver tool entries
17th	1357
16th	1222
13th	938
9th	771
10th	572
18th	516
19th	375
12th	277
7th Saturday	271
6th	217
20th	189
5th	98
4th	81
23rd	16
24th Certification	5
3rd Election Day	4
Grand Total	6909

Their Side of the Story

We spoke to someone at the election's office, and we were told that 6909 adjudicated ballots sounds about right. They hired a few extra workers for the 2020 general election. We were assured that there were 2 people adjudicating. They said there were 2 pairs adjudicating ballots. We were told it was a "huge return" of ballots, larger than they have ever seen. When asked if they were at the office on Saturday, adjudicating ballots, the response was, "it's possible, I remember working several Saturdays near the end of 2020."

To View Clallam County's Precinct Analysis Click [HERE](#)

Source Data:

Report-Card-Inventory-2020-General

[Download](#)

Statement-of-Votes-Cast-by-Box-

2020_GENERAL_OFFICIAL

[Download](#)

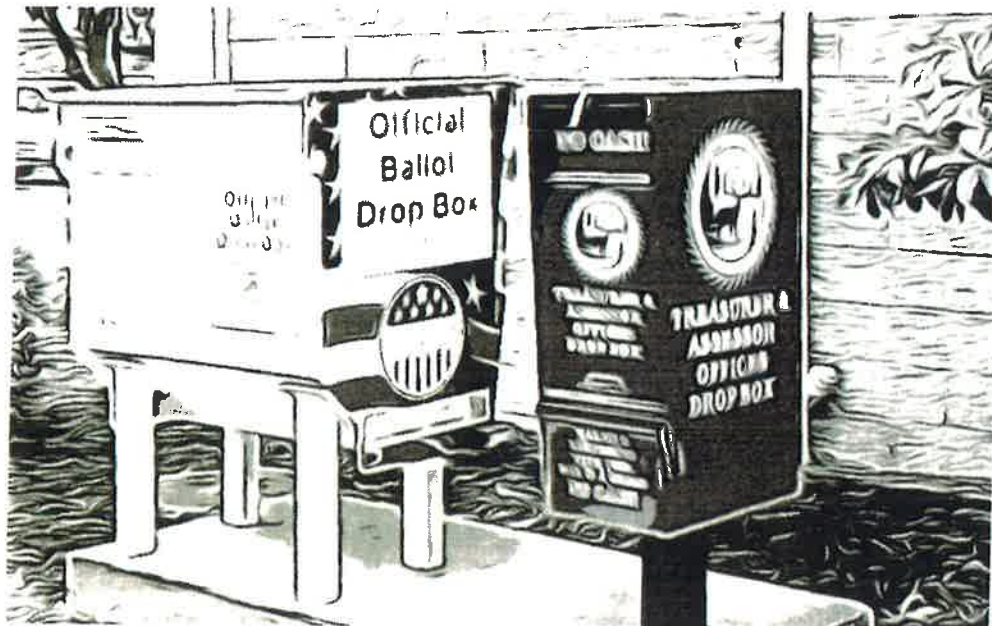
Log- 2020_GENERAL_OFFICIAL

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[← PREVIOUS](#)

[NEXT →](#)

Related Post



Mason County

Mason County Washington had 44,161 registered voters at the time of the 2020 Presidential election. From 2016 to 2020, Trump had a 38% vote increase, and the Democrat vote had

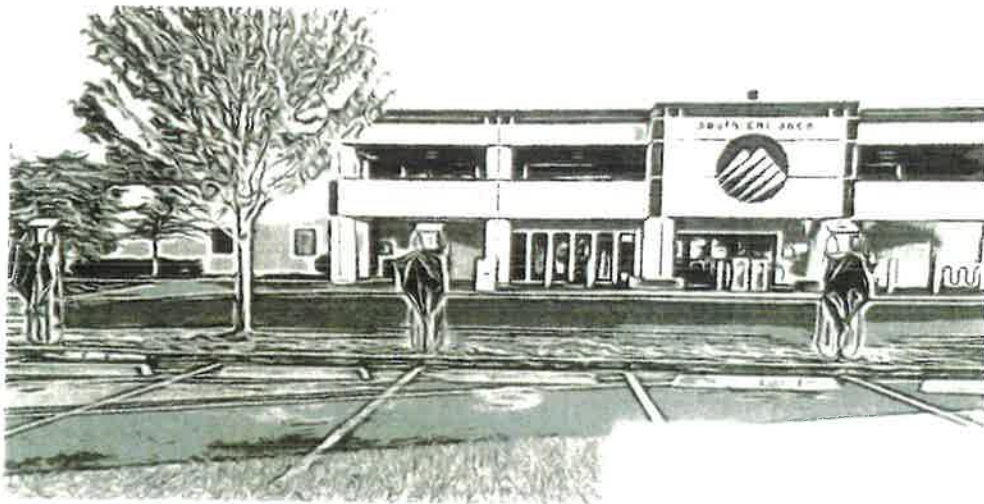
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King County – Election Fraud Epicenter in WA

Updated 9/29 We will continue to update this article as this unfolds. Please check back for updates regularly. Why it Matters King county is by far the largest county in

Keep Reading →



Pierce County

At the time of the 2020 general election, Pierce County had 553,765 registered voters. Records show they issued 600,737 ballots, 46,972 more ballots than registered voters. Some of these were

Keep Reading →

**Who Counts the
Votes?**

**Voter
Verification and
Research Tool**

**Contact
Terms &
Conditions**

**Election
Observers**

United States Department of Agriculture



Natural Resources Conservation Service
316 W. Boone Ave, Suite 450
Spokane, WA 98201
509-323-2955
FAX 509-323-2979
www.wa.nrcs.usda.gov

Public comment
Rob White
1/30/24

Date: May 25, 2007

Clallam Ditch Company
Cline Irrigation District
Sequim, WA 98382

Subject: Broken Pipe Riser Report

On May 11, 2007, a pipe riser on the Clallam-Cline pipeline lateral broke, injuring two people. On May 16, 2007, representatives from the Natural Resources Conservation Service (NRCS), Clallam Ditch Company, Cline Irrigation District, Clallam Conservation District, and Washington State Department of Labor and Industries met to inspect the broken pipe riser and to visit the newly installed irrigation system.

The following individuals were present during the review and assessment:

Joe Holtrop, Manager, Clallam Conservation District
James White, Manager, Clallam Ditch Company and Cline irrigation District
Dan Smith, President, Clallam Ditch Company
Rick White, Compliance Safety and Health Officer, Washington Department of L&I
Steve Nissley, District Conservationist, NRCS, Mt. Vernon
Leigh Nelson, P.E., State Irrigation Engineer, NRCS, Ephrata
Steve Durgin, P.E., Multi-State Design Team Leader, NRCS, Spokane
Larry Johnson, P.E., State Conservation Engineer, NRCS, Spokane

Background:

A 50 percent reimbursable agreement was signed by the Clallam Conservation District and NRCS. Under this agreement NRCS is providing technical assistance for the design and installation of the Clallam-Cline pipeline irrigation system. The reimbursable agreement was signed on July 6, 2005.

The pipeline project is being installed in three separate phases and by two different general contractors. The first phase was installed during the summer of 2006, phase two was started the fall of 2006 and the third phase was started March 2007. The second and third phases are currently in the final phase of construction. The third project phase connects to previously completed portions of the irrigation system installed during the summer and fall of 2006.

On May 11, 2007, a representative of the Clallam Ditch Company and Cline irrigation District and Bruck and Bruck, the construction contractor, were conducting pressure checks at each delivery service point along the recently completed pipeline system. Irrigation District personnel were testing and providing water pressure information to the water users and testing the operation of valves and appurtenances along the pipeline. During the inspection and testing of the system, a pipe riser broke and injured the representatives from the Irrigation District and the general

contractor, Bruck and Bruck (photo below). The static water pressure of the system tested within 50 feet of the broken riser pipe was measured at 84 psi static water pressure.



NRCS representatives initiated a review of the broken pipe riser and conducted a site visit of the irrigation system in an effort to determine the cause(s) of failure.

Findings:

1. The construction drawings allowed the contractor to use either Polyvinyl Chloride (PVC) or galvanized steel pipe for risers.
2. The Continuous Acting Air Vent (CAV) attached to the broken riser was a replacement. The previous CAV did not meet the required material specification and had been replaced after the pipeline system was installed. The original CAV was rated at a lower pressure rating than what was specified.
3. The PVC fitting that failed is presumably Schedule 40 based on the fitting on the opposite side of the gate valve (photo 5) which is clearly marked Schedule 40. ASTM D 2466, states that 2 inch schedule 40 pipe fitting has a minimum burst pressure of 690 psi.
4. Figure 1 and photo 1 show the basic configuration of the fittings, gate valve and CAV.
5. Photo 2 and photo 3 show the gate valve (brass), CAV (aluminum) and the PVC pipe riser.
6. Photo 4 and photo 5 show the teeth marks in the PVC fitting created during assembly, which is evidence of over tightening.
7. Photo 6 and photo 7 show that the PVC fitting had been tightened to the point of bottoming out in the gate valve, which is evidence of over tightening.
8. Photo 6 and photo 7 show the application of excessive glue primer applied prior to gluing the pipe and fittings. Excessive primer and glue can cause solvent damage to PVC, causing the strength of the material to become diminished.
9. Photo 6 and photo 7 indicate that the break marks correspond with some of the teeth marks and in most cases broke in a consistent radial direction, which is evidence that the PVC fitting was stressed and weakened during assembly.

Interview:

Steve Durgin, Leigh Nelson and Larry Johnson conducted a telephone interview with Laurie Yarnes regarding the incident. Ms. Yarnes was injured when the pipe riser broke, and is an employee of the Clallam Ditch Company and Cline irrigation District. She was co-inspecting the system and checking each service connection pressure with George McDonald, an employee of the Contractor. The following is an account of the incident based on the interview with Ms. Yarnes:

1. Ms. Yarnes and Mr. McDonald had just completed checking the service pressure at approximately station 293+60. The static pressure at this location was measured at 84 psi static pressure.
2. Ms. Yarnes walked over to the pipe riser/CAV well cover and kicked the lid to remove dirt that was present. The lid weighs approximately 15 pounds and is made of a plastic material.
3. Mr. McDonald walked over to the lid, reached down and began to lift the lid off. As the lid was removed, one side of the lid struck the CAV and the riser assembly broke.
4. Ms. Yarnes stated that this is all that she remembered due to the lid hitting her forehead and rendering her unconscious.
5. Ms. Yarnes noted that there was no apparent problem with the pipe riser or CAV prior to removing the lid.
6. Ms. Yarnes discussed the incident with Mr. McDonald while they were both in the hospital.
7. Mr. McDonald was impacted with the CAV in the face and the back of the head with the lid.

Conclusion:

The findings of this NRCS review indicates over-tightening of the 2 inch PVC fitting during installation and the excessive amount of primer weakened the fitting to a point of near failure. The impact by the manhole lid exerted adequate stress on the fitting to cause it to instantaneously fail.

Recommendations:

NRCS is assessing and evaluating the need for enhancements to increase the safety of the pipeline system. We will develop and present recommendations to the Clallam Ditch Company and Cline Irrigation District in the very near future.

Please call me at (509) 323-2955 if you have any questions.

Sincerely,

/s/

Lawrence A. Johnson, P.E.
State Conservation Engineer

w/att

cc: R. L. "Gus" Highbanks, State Conservationist, NRCS

Rick Noble, Area Conservationist, NRCS

Stefan Fechter, State Administration Officer, NRCS

Steve Nissley, District Conservationist, NRCS

Jim Poffle, Resource Conservationist, NRCS

Leigh Nelson, State Irrigation Engineer, NRCS

Steve Durgin, MSDT Leader, NRCS

Erica Fifer, Civil Engineer, NRCS

Molly Smith, Civil Engineer, NRCS

Joe Holtrop, Manager, Clallam Conservation District

James White, Manager, Clallam Ditch Company and Cline Irrigation District

Al Brouck, Project Manager, Clallam Ditch Company and Cline Irrigation District

Dan Smith, President, Clallam Ditch Company

Harrison Cantelow, President, Cline Irrigation District

Rick White, Compliance Safety and Health Officer, Washington Department of L&I

ATTACHMENT

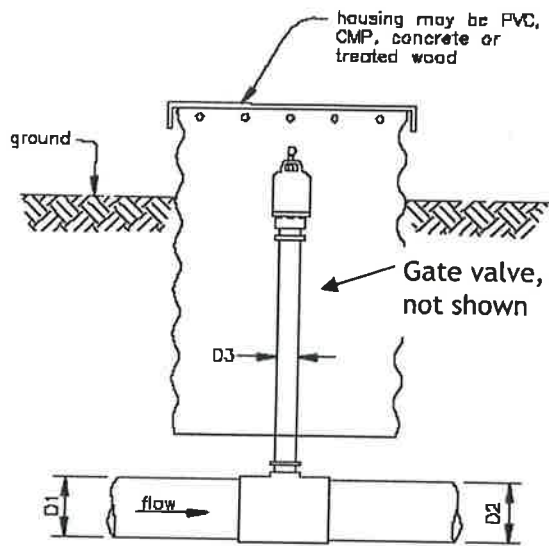


Figure 1



Photo 1

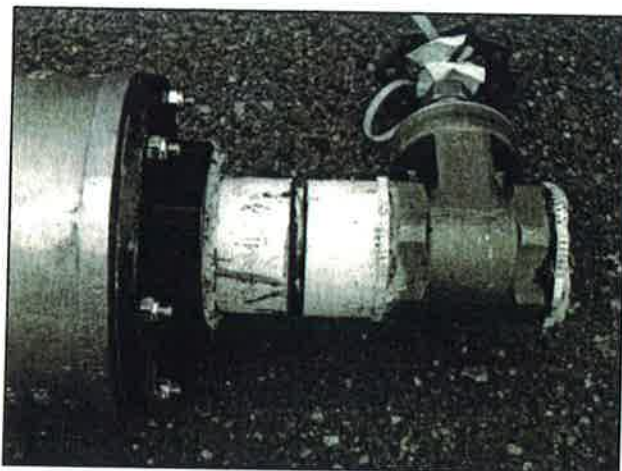


Photo 2

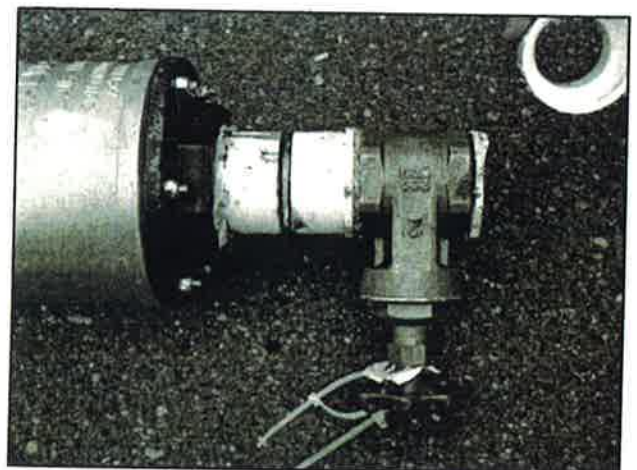


Photo 3

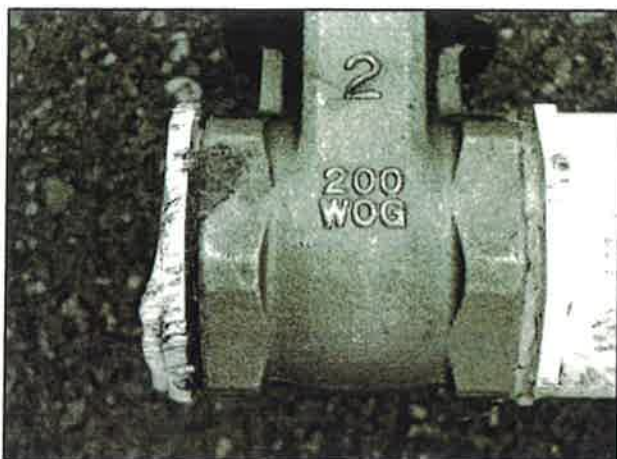


Photo 4



Photo 5



Photo 6



Photo 7

Public Comment
Jeff Tozzer
1/30/24

Jeff Tozzer, Jamestown Road, Sequim

Last week I discovered that during November and December of last year, while residents concerned about public safety in Dungeness were attempting to attract the support of their commissioner to reopen Towne Road, Clallam County Commissioner Mark Ozias led an investigation into my alleged criminal behavior. His investigation concerned my alleged harassment and stalking of a family, theft and vandalization of county property, trespassing on private property, threats of arson, and intimidation of people who were recreating upon the Towne Road levee. Not only did Commissioner Ozias lead the investigation, he recruited the Clallam County Prosecuting Attorney, Clallam County Sheriff, and Chief Criminal Deputy. Since no county employee has ever contacted me about my alleged criminal behavior, this investigation may still be ongoing.

Allow me to state for the record:

My in-person encounters with the landowners have been limited to the informational meeting at Carrie Blake Park, and this commissioners' boardroom.

I have not spoken to the landowners and my knowledge of them comes only from public records.

I have not threatened to burn any of the landowners buildings.

I have not yelled obscenities at the landowners' children.

I have not trespassed on the landowners' property or stalked them.

I have not harassed or intimidated the landowners' friends or neighbors.

I have not stolen locks from, or vandalized, the gates on Towne Road.

I have not sat on the levee and intimidated those who recreate upon it.

I'd also like to clarify an allegation in the document that triggered this investigation. It said that I have a "deep obsession for a county road project." I would classify my stance on Towne Road as "having a mild to moderate interest." Here is a list of topics that trigger my deep obsession:

I have a deep obsession with seeing projects that are funded by taxpayers completed as planned and promised.

I have a deep obsession with making sure all constituents ~~in District 1~~ are represented equally.

I have a deep obsession with holding county leaders to an honest, transparent, and accountable standard.

And I have a deep obsession with elected officials upholding their oath of office to "fairly and impartially discharge the duties of this office."

I'll close by reading a recent headline: "Justice system and law enforcement weaponized for political gain."

Is this a national headline, or one that we will be reading in Clallam County?



1C

AGENDA ITEM SUMMARY

FEB 06 2024

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

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date:** 02/06/24

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: This is a letter of commitment in favor of a grant application request for Coordinating Low-Income Housing Planning (CLIHP) in conjunction with the 2025 GMA Comprehensive Plan. This grant is in partnership with Serenity House of Clallam County and the 5-year Homeless Plan for those Clallam County Citizens at or below 50% of AMI.

Budgetary impact: None at this time

Recommended action: Approval Letter of Commitment

County Official signature & print name: Todd Mielke 

Name of Employee/Stakeholder attending meeting: Timothy Dalton

Relevant Departments: BOCC

Date submitted: 01/24/24

* 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)



Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493

Email: commissioners@clallamcountywa.gov

MARK OZIAS, District 1

RANDY JOHNSON, District 2

MIKE FRENCH, District 3, Chair

TODD MIELKE, County Administrator

February 6, 2024

Washington State Department of Commerce
1011 Plum Street SE
P.O. Box 42525
Olympia, WA 98504-2525

Attn: Laura Hodgson

RE: Letter of Commitment

Dear Ms. Hodgson

We, the Board of County Commissioners for Clallam County do authorize the propose attached scope of work and budget request for grant funding to coordinate local low-income housing planning efforts. We recognize this grant requires coordination between Clallam County and a non-profit provider of affordable housing and/or homeless housing or services and we have engaged and are submitting this application with them.

We have engaged and notified our emergency housing shelter, Sharon Maggard, Executive Director, Serenity House of Clallam County, of our intention to work with them on these grant activities. We propose to use the grant funds to use a consultant for evaluating and creating policies. We are committed to completing this work by June 15, 2025 and have the available resources and staff to support his work if we are awarded the grant funds. Our proposed timeline for this work is included in the attached scope of work.

We also understand that the GMA requires us to adopt policies and regulations to plan for and accommodate all housing needs. These policies and regulations, informed by this grant work, will

be considered and adopted as part of our scheduled periodic review update to our comprehensive plan deadline which is June of 2025.

We are proposing a three goal objectives for this grant deliverable:

1. Coordinating 5-year homelessness plan with Growth Management Act (GMA) comprehensive plan so they have consistent policies and data
2. Develop coordinated countywide planning policies and allocations of projected housing needs for comprehensive plans to be used as a foundation for the comprehensive plan, and 5-year homelessness plan
3. Adopt development regulations to allow supportive housing types in more areas of each jurisdiction to enable the future development of housing to meet the lowest income housing needs

We respectfully request your favorable consideration of this grant application which will allow the Clallam County to utilize a collaborative, whole community approach to develop an enduring comprehensive strategy to address the serious climate vulnerabilities in our communities.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

Mike French, Chair



AGENDA ITEM SUMMARY

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

101
FEB 06 2024

Department: BOCC

WORK SESSION ☒ **Meeting Date: 1-29-24**

REGULAR AGENDA ☒ **Meeting Date: 2-6-24**

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Trails Advisory Committee due to the expiration of a term.

A press release was issued during the month of November 2023 soliciting applications. One application was received.

Public Works / Road Department endorses the appointment of Grant Herman to the Trails Advisory Committee.

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

None

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners and Steve Gray – Public works / Road Department

Relevant Departments: Public Works/Roads/BOCC

Date submitted: 1-22-24

* 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 _____, 2024

APPOINTING A MEMBER TO THE TRAILS ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Trails Advisory Committee due to the expiration of a term.
2. A press release was issued during the month of November 2023 soliciting applications. One application was received.
3. Public Works / Road Department endorses the appointment of Grant Herman to the Trails Advisory Committee.

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

1. That **Grant Herman** is appointed to the Olympic Peninsula Bicycle Alliance (OPBA) position for the term expiring December 31, 2025.

PASSED AND ADOPTED this 6th day of February 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, CMC, Clerk of the Board

A22.177
Appointee
Public Works



AGENDA ITEM SUMMARY

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

FEB 06 2024

Department: BOCC

WORK SESSION ☒ Meeting Date: 1/29/24

REGULAR AGENDA ☒ Meeting Date: 2/6/24

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

A vacancy exists on the Solid Waste Advisory Committee for the At-large Alternate representative.

A press release was issued during the month of November 2023 soliciting applications from interested citizens. One application was received.

Public Works approves of the appointment of Jennifer Johnston as the At-large Alternate representative.

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

None

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Public Works

Relevant Departments: Board of Commissioners, Public Works

Date submitted: 1-22-24

* 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)

SWAC Johnston 2-6-24
Revised: 3-04-2019



RESOLUTION _____, 2024

APPOINTING A MEMBER TO THE SOLID WASTE ADVISORY COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy exists on the Solid Waste Advisory Committee for the At-large Alternate representative.
2. A press release was issued during the month of November 2023 soliciting applications from interested citizens. One application was received.
3. Public Works approves of the appointment of Jennifer Johnston as the At-large Alternate representative.

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

1. **Jennifer Johnston** is appointed to serve as the At-large Alternate representative for the current term expiring on December 31, 2024 and an additional term ending December 31, 2027.

PASSED AND ADOPTED this 6th day of February 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mark Ozias

A22.177
Appointee
Public Works

FEB 06 2024



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 1/29/24

REGULAR AGENDA ☒ Meeting Date: 2/6/24

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Vacancies exist on the Marine Resources Committee due to resignations.

The Port of Port Angeles made a recommendation to appoint Katharine Frazier to the Marine Resources Committee.

The City of Sequim made a recommendation to appoint Harmony Rutter to the Marine Resources Committee.

The Director of the Department of Community Development endorses the appointments of Katharine Frazier and Harmony Rutter.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Department of Community Development – Rebecca Mahan

Relevant Departments: Board of Commissioners, Department of Community Development

Date submitted: 1-24-24

* 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)

Marine Resources Committee Rutter & Frazier 2-6-24

Revised: 3-04-2019



RESOLUTION _____, 2024

APPOINTING MEMBERS TO THE MARINE RESOURCES COMMITTEE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Vacancies exist on the Marine Resources Committee due to resignations.
2. The Port of Port Angeles made a recommendation to appoint Katharine Frazier to the Marine Resources Committee.
4. The City of Sequim made a recommendation to appoint Harmony Rutter to the Marine Resources Committee.
5. The Director of the Department of Community Development endorses the appointments of Katharine Frazier and Harmony Rutter.

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

1. **Katharine Frazier** is appointed to serve as the Port of Port Angeles Commission Alternate representative for a standing term.
2. **Harmony Rutter** is appointed to serve as the Sequim City Council Alternate representative for a standing term.

PASSED AND ADOPTED this 6th day of February 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mark Ozias

A22.164
Appointee
DCD



AGENDA ITEM SUMMARY

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

lh
FEB 06 2024

Department: BOCC

WORK SESSION ☒ Meeting Date: 1-29-2024

REGULAR AGENDA ☒ Meeting Date: 2-6-2024

Item summary:

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

Executive summary:

The Hearing Examiner conducts administrative and quasi-judicial hearings on appeals of departmental decision and a variety of land use permits requested within unincorporated areas of Clallam County and renders a decision. The Hearing Examiner is an independent contractor relationship. The Hearing Examiner functions in accordance with the policies and procedures set forth in Chapter 26.04, Clallam County Code, and Clallam County Administrative Policies 921, 922 and 923.

The Hearing Examiner shall be appointed and compensated by the Board of Clallam County Commissioners and shall serve at the pleasure of the Board.

On November 7, 2023 the Board of Commissioners called for request for proposals/qualifications for Hearing Examiner services to be submitted no later than Tuesday, December 5, 2023. One request for proposal/qualifications packet was received from Alexander Sidles with Sidles Law.

The Board of Commissioner discussed the Hearing Examiner vacancy and reviewed the request for proposal/qualifications submitted by Mr. Sidles in work session on January 22 and recommended moving forward with a contract to appoint Mr. Sidles as the Hearing Examiner

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?** ☐
Included in the 2024 Budget.

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

Approval of a Resolution to move forward with a contract with Alexander Sidles with idles Law for Hearing Examiner services in Clallam County.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 1-23-24

* 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)

Hearing Examiner 2-6-24
Revised: 3-04-2019



RESOLUTION _____, 2024

APPOINTING A HEARING EXAMINER

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Hearing Examiner is an independent contractor who conducts administrative and quasi-judicial hearings on a variety of land use permits requested within the unincorporated areas of Clallam County and on appeals of departmental decisions. The Hearing Examiner functions in accordance with the policies and procedures set forth in Chapter 26.04, Clallam County Code, and Clallam County Administrative Polices 921, 922, and 923.
2. Clallam County Charter, Section 5.25 establishes the Hearing Examiner system and gives the Board of Commissioners authority to determine "the qualifications, powers and duties of, and procedures to be employed by the hearing examiner."
3. Clallam County Code 26.04, Hearing Examiner, Section 26.04.020, states, "The Hearing Examiner shall be appointed and compensated by the Board of Clallam County Commissioners and shall serve at the pleasure of the Board."
4. On January 1, 2023, Clallam County contracted with Andrew Reeves, Managing Attorney of Sound Law Center to provide Hearing Examiner services on behalf of the County. Mr. Reeves contract expired effective June 30, 2023. Mr. Reeves notified Clallam County that he is not able to continue the Hearing Examiner duties.
5. On November 7, 2023, the Board of Commissioners solicited request for proposals/qualifications for Hearing Examiner services to be submitted no later than Tuesday, December 5, 2023. One request for proposal/qualifications packet was received from Alexander Sidles with Sidles Law.
6. Upon Review of the proposal, Mr. Sidles has served as contracted Hearing Examiner for at least twelve different jurisdictions, including Clallam County.
7. The Board of Commissioner discussed the Hearing Examiner vacancy and reviewed the request for proposal/qualifications submitted by Mr. Sidles in work session on January 22 and recommended moving forward with a contract to appoint Mr. Sidles as the Hearing Examiner.

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

1. Alexander Sidles with Sidles Law is appointed to serve as the Hearing Examiner.
2. This appointment is effective January 1, 2024.

PASSED AND ADOPTED this 6th day of February 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mark Ozias



AGENDA ITEM SUMMARY

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

19
FEB 06 2024

Department: Sheriff

WORK SESSION ☒ **Meeting Date:** 1/29/24

REGULAR AGENDA ☒ **Meeting Date:** 2/6/24

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Request that the Board call for a public hearing on the proposed surplus of assorted items currently in the possession of the Sheriff's Office. There are three vehicles, one vessel, and a quantity of grow light supplies being surplusd at this time. The department requests that the items be disposed of at public auction or used as trade.

Budgetary impact: The revenue from two vehicles and grow light supplies will be paid to OPNET with a portion to the State as per RCW. The revenue from the third vehicle and vessel will be returned to the general fund.

Recommended action: Approval by the BOCC

County Official signature & print name:  Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: 

Relevant Departments: Sheriff

Date submitted: 1/23/24

* 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 _____, 2024

CALL FOR HEARING ON PROPOSED PROPERTY SURPLUS AND PUBLIC AUCTION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Sheriff's Office reports that the following items are surplus to their needs.
 - a. 1997 Chevrolet Astro, VIN 1GCDM19W6VB210195
 - b. 2009 Dodge Grand Caravan, VIN 2D8HN44E49R621344
 - c. 2006 Ford Medtec Ambulance, VIN 1FDSS34P36DA47371
 - d. 1986 Boston Whaler 18', HULL BWC6084CJ586
 - e. 1987 single axel boat trailer, to auction with item d
 - f. 2007 115 HP Evinrude outboard motor, to auction with item d
 - g. (73) assorted brand ballasts
 - h. (120) assorted brand ballast/light combinations
 - i. (5) assorted brand lights
 - j. (5) assorted cords/fans for use with lights
2. The Sheriff's Office desires to dispose of the items by sale at public auction.
3. The Board of Clallam County Commissioners has the responsibility to determine if it is in the best interest of the county and the people to surplus the items listed above as excess to their needs.
4. RCW 36.34.040 requires that the Board hold a public hearing to determine whether it is proper and advisable to dispose of the surplus property.

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

1. That a public hearing on the proposed disposal by sale at public auction to be held in the Commissioners' meeting room, 223 East 4th Street, Room 160, Port Angeles, Washington during their regular agenda session on February 13, 2024 at 10:30 a.m.

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mark Ozias

Publish: February 2 and February 6, 2024

Bill: Sheriff



RESOLUTION _____, 2024

CALL FOR HEARING ON PROPOSED PROPERTY SURPLUS AND PUBLIC AUCTION

updated
Document was submitted after the
agenda and packet were posted on
2/6/24

19
2/6/24

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Sheriff's Office reports that the following items are surplus to their needs.
 - a. 1997 Chevrolet Astro, VIN 1GCDM19W6VB210195
 - b. 2009 Dodge Grand Caravan, VIN 2D8HN44E49R621344
 - c. 2006 Ford Medtec Ambulance, VIN 1FDSS34P36DA47371
 - d. 1986 Boston Whaler 18', HULL BWC6084CJ586
 - e. 1987 single axle boat trailer, to auction with item d
 - f. 2007 150 HP Evinrude outboard motor, to auction with item d
 - g. (73) assorted brand ballasts
 - h. (120) assorted brand ballast/light combinations
 - i. (5) assorted brand lights
 - j. (5) assorted cords/fans for use with lights
2. The Sheriff's Office desires to dispose of the items by sale at public auction.
3. The Board of Clallam County Commissioners has the responsibility to determine if it is in the best interest of the county and the people to surplus the items listed above as excess to their needs.
4. RCW 36.34.040 requires that the Board hold a public hearing to determine whether it is proper and advisable to dispose of the surplus property.

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

1. That a public hearing on the proposed disposal by sale at public auction to be held in the Commissioners' meeting room, 223 East 4th Street, Room 160, Port Angeles, Washington during their regular agenda session on February 20, 2024.

PASSED AND ADOPTED 6th day of February 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mark Ozias

Publish: February 9 and February 13, 2024

Bill: Sheriff Office



AGENDA ITEM SUMMARY

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

2a
FEB 06 2024

Department: Sheriff

WORK SESSION ☒ Meeting Date: 1/29/24

REGULAR AGENDA ☒ Meeting Date: 2/6/24

Required originals approved and attached? ☒

Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 11003-24-01

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: The Sheriff's Office boating unit receives an annual award from Washington State Parks and Recreation Commission to enhance recreational boating enforcement and education activities. The 2024 performance period ends 9/30/24 and is an award amount of \$13,509.63.

Budgetary impact: Already included in 2024 budget. Required match is met "in kind" using salary time of boating unit deputies.

Recommended action: BOCC approval

County Official signature & print name: Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Beth Wakenitz

Relevant Departments: Sheriff

Date submitted: 1/19/24

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

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



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



Agreement No. MLE 325-172

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

SECTION 1: AUTHORITY

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

SECTION 2: PURPOSE

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

SECTION 3: COURTESY INFORMATION & REMINDER

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

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

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

-
- **Subrecipient's Completed FFA Grant Application:** See *Attachment A*.

SECTION 4: DEFINITIONS

- 4.1 Attachment:** A document provided by the Subrecipient (application, budget plan, etc.) that is also made part of this agreement and incorporated by reference. See also Exhibit.
- 4.2 MLE:** The federally funded Marine Law Enforcement Program administered by Washington State Parks and Recreation Commission (State Parks). For purposes of this agreement MLE represents the State of Washington. If MLE ceases to exist or is no longer the state program designated to administer this federal program, then references to MLE will be understood to be the State of Washington.
- 4.3 Equipment.** Equipment means tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.00.
- 4.4 Exhibit:** A document provided by the MLE Program that is also a part of this agreement and incorporated by reference. See also Attachment.
- 4.5 RBS Officer:** Recreational Boating Safety Officer is a fully commissioned law enforcement officer in Washington State and has the authority to enforce the laws of the state of Washington and local ordinances. The RBS Officer must have attended the Washington State Basic Marine Law Enforcement Academy or an equivalent recognized by MLE.
- 4.6 Boating Safety Inspection:** A full inspection for all safety equipment, vessel registration when required and mandatory boater education compliance when required. The results of the inspection shall be documented through Washington State's Statewide Electronic Collision and Ticket Online Records (SECTOR). This may be done at the time of the inspection or when SECTOR is available to the RBS Officer.
- 4.7 Law Enforcement Vessel:** A vessel used by a law enforcement agency and shall be equipped with proper markings showing it to be an official law enforcement vessel.
- 4.8 Recreational Vessel:** Defined in federal regulation 50 CFR 85.11 as a vessel owned and operated primarily for pleasure; or a vessel leased, rented, or chartered to another for recreational use.
- 4.9 Subrecipient:** A Non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. In this agreement, the subrecipient is the successful applicant with whom Washington MLE awards a Federal Financial Assistance Grant (See 2 CFR 200.93).
- 4.10 Subrecipient Grant Agreement:** Also known as a subaward. Defined in federal regulation as "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (See 2 CFR 200.92).
- 4.11 Small agency:** An agency which services a jurisdiction with a population below 30,000 people as determined by the latest U.S. Census.

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

SECTION 5: EFFECTIVE DATE AND DURATION

- 5.1 Term.** This Agreement is effective on the date of the last signature and terminates on **September 30, 2024**, or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with *Section 22 - Termination*. See also, *Section 12.3 Useful Life*.
- 5.2 Project Completion.** The Project shall be completed, and final billing for the Project shall be submitted to MLE on or before **October 15, 2024**. Unless approved in writing, MLE shall not be obligated to disburse any payments after this date.
- 5.3 Closeout.** (See 2 CFR § 200.343) MLE will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Subrecipient.

SECTION 6: AUTHORIZED REPRESENTATIVES

- 6.1 State Parks MLE Program Authorized Representative is:**

Bryan Alexander, Marine Law Enforcement Coordinator
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
bryan.alexander@parks.wa.gov

Backup:
Rob Sendak, Boating Program Manager
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
rob.sendak@parks.wa.gov

- 6.2 Subrecipient's Authorized Representative is:**

Sheriff Brian King
Clallam County Sheriff's Office
223 E 4th Street, Ste 12
Port Angeles, WA 98362-3000
brian.king@clallamcountywa.gov
(360) 417-2459

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

SECTION 7: RESPONSIBILITIES OF EACH PARTY

7.1 Responsibilities of Subrecipient:

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

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

The Subrecipient shall complete the approved project no later than **September 30, 2024**, as a term of the acceptance of this grant award. The project timeline cannot be extended under the scope of this agreement.

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

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

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

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

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

7.1.4 Periodic Inspections. Subrecipient hereby grants to the Recipient, or its authorized representative, a right, equal in time to six years from the date of the last signature on this document, to enter upon Subrecipient's property as deemed necessary by the Recipient for inspection documents and any equipment. These periodic inspections are intended to ensure

continued compliant use of the awarded funds toward recreational boating safety enforcement and education. materials, products, and workmanship to the original approved plans and specifications. These inspections require a 30-day advance notification to the Subrecipient of such inspection or access.

7.1.5 Commercial and Other Uses.

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

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

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

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

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

7.1.9 Payments. Subrecipient agrees to:

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

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

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

7.2 Responsibility of Marine Law Enforcement Program (MLE):

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

SECTION 8: CONDITIONS TO DISBURSEMENT

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

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

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

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

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

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- 8.1.5 RBS training as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment "B")
 - 8.1.6 RBS Equipment as outlined in the Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants (Attachment "B"). Any equipment expenditures over two thousand two hundred and fifty dollars (\$2,250.00) must receive authorization from state parks prior to purchase.
 - 8.1.7 Educational publications which promote RBS education that are already prepared or the creation, design, and printing of publications.
 - 8.1.8 Promotion of Adventures in Boating classes, including presentation materials, light refreshments, and room rental for classes.
 - 8.1.9 Other items as deemed by MLE to be necessary to complete the project.
 - 8.1.10 Support of the Basic Marine Law Enforcement Academy by agencies who provided MLE recognized instructors.

8.2 Non-Allowable Costs and Expenditures.

- 8.2.1 Bullet proof vests are beneficial; however, equipment of this nature is not essential for meeting the established criteria in WAC 352-65-040 nor is it related to the performance of the RBS program mission and is considered a local agency responsibility to purchase.
- 8.2.2 Equipment used in recover operations (dive equipment, etc.) while being used in an RBS search or investigation mode are 100% eligible. Once this equipment is used for recovery operations it must be prorated between RBS missions and recovery missions.
- 8.2.3 Handheld or portable night vision, FLIR or thermal imaging devices are a 100% allowable expense while in RBS patrol, search, or investigation mode. Once this equipment is used for recovery operations it must be prorated. Permanently mounted and electrically wired FLIR and thermal imaging devices are 100% allowable expenses.
- 8.2.4 Homeland Security missions (weapons, etc.), or any other equipment determined as unrelated by the boating program is not an allowable expense.
- 8.2.5 Firefighting equipment is not an allowable expense.
- 8.2.6 Any equipment or vehicles not 100% dedicated to the RBS mission must be prorated, documenting the amount of time the equipment or vehicle was dedicated to the program.
- 8.2.7 Operating costs for law enforcement vessels boats (staff, fuel, fluids, repairs, maintenance) or operating costs for boats used to service floating restrooms (staff, fuel, fluids)
- 8.2.8 Documented staff or contract labor associated with routine custodial and non-routine maintenance and repairs, the cost of that person operating or maintaining the system.
- 8.2.9 Other items as deemed by MLE to be necessary to complete the project.

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

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

Supporting documents must:

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

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

- c. MLE will reimburse Subrecipient for eligible activities only after MLE has accepted the work as complete—expenditure as an allowable cost and all proper documents have been submitted with the reimbursement request. Reimbursement requests must be submitted on a quarterly basis and during the quarter that the expenditure has taken place. Reimbursement from MLE shall not exceed fifty percent (50%) of the total project cost from eligible grant expenses. Total reimbursement under this grant agreement shall not exceed the award amount of **\$13,509.63**.
- d. MLE will reimburse Subrecipient up to an additional \$5,000.00 who supply a recognized BMLE instructor for 80 hours. For instructor services less than 80 hours, a sum of \$500.00 per day will be awarded. The additional award is available for use commencing on **June 1, 2024**.
- e. The Subrecipient may not exceed the approved budget which was proposed by the Subrecipient as part of the Subrecipient’s Subrecipient Grant Application that was accepted by MLE. The Subrecipient’s budget is attached to this agreement (Exhibit “B”). If the Subrecipient would like to change the allocations of funds to the original budget, a budget amendment request must be sent in writing via email to MLE in advance of the expense being incurred.
- f. If a boat, a vehicle, or equipment is used partially for other purposes, costs must be pro-rated for that portion of their use that is for Recreational Boating Safety Act purposes.

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

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

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

SECTION 9: REIMBURSEMENT AND PAYMENT TERMS

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

9.2 Grant Funds. Upon approval by its governing body or bodies, MLE shall provide federal grant funds in the amount of **Thirteen Thousand, Five Hundred Nine and 63/100ths Dollars (\$13,509.63)** to the Subrecipient to fund the Project.

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

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

9.3.1 Matching Cash Funds. The Subrecipient shall contribute the total sum of **Three Thousand, Three Hundred Seventy-Seven and 41/100ths Dollars (\$3,377.41)** in cash or in-kind match. It is understood that match cannot be from another federal source and are non-reimbursable costs. In addition, **Vessel Registration Fee funds cannot be used as match**; however, in-kind match as reported in the VRF Expenditure Report can.

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

safety program can be used as non-cash match.

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

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

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

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

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

9.7 Overpayment. In the event that the aggregate amount of MLE's interim progress payments to the Subrecipient exceeds the allowable reimbursable costs of the Subrecipient for the Project, the Subrecipient agrees to refund to MLE the amount paid in excess of such allowable expenses within thirty (30) days of **September 30, 2024**.

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

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

9.8.2 Prior Costs. MLE will not reimburse Subrecipient for any costs incurred prior to the effective date of this agreement **October 1, 2023**.

SECTION 10: REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to MLE that:

- 10.1** Subrecipient is a law enforcement agency, duly organized and validly existing. Subrecipient has the power and authority to enter into and perform this Agreement.
- 10.2** The making and performance by Subrecipient of this Agreement (a) have been duly authorized by Subrecipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Subrecipient of this Agreement, other than those that have already been obtained.
- 10.3** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid, and binding obligation of Subrecipient enforceable in accordance with its terms.
- 10.4** Subrecipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Subrecipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and
- 10.5** Subrecipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement. The representations and warranties set forth in this *Section 10- Representation and Warranties* are in addition to, and not in lieu of, any other representations or warranties provided by Subrecipient.

SECTION 11: GOVERNING LAW AND CONSENT TO JURISDICTION

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

the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

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

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

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

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

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

12.2 Title. Title to equipment purchased under this Agreement shall vest in the Subrecipient. If the Subrecipient determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this award period and any extensions thereof, the Subrecipient shall inform MLE in writing within 30 days of such determination. Such equipment shall be transferred by the Subrecipient to a third party approved by MLE for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to another state parks RBS approved law enforcement agency in accordance with this provision, the equipment shall either be returned to MLE for use for grant purposes, or it shall be disposed in accordance with 50 CFR Part 85; and 2 CFR Part 200.

12.3 Useful Life. Beyond the acquisition grant period of performance and throughout the duration of the equipment's useful life, the equipment must continue to be used in the program or project for which it was acquired, as Recreational Boating Safety Act Program.

When no longer needed for the original program or project, equipment may be used in other activities in the following order of priority:

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

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

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

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

12.6 Equipment Replacement.

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

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

12.6.1 Equipment Breakdown

In the event an equipment breakdown occurs during the grant period, Subrecipient shall notify MLE within ten (10) working days of breakdown. The equipment must be repaired and fully operational within thirty (30) working days after the breakdown where the breakdown can be remedied with normal expected repairs for one thousand dollars (\$1,000.00) or less. For repairs greater than one thousand dollars (\$1,000.00) the equipment must be fully operational within sixty (60) days after the breakdown. A written report for all breakdowns must be submitted via email to MLE within two (2) weeks of the breakdown describing the problem(s), repair(s), and the cost(s).

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

12.7 Accident Report

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

SECTION 13: OWNERSHIP OF WORK PRODUCT

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

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

13.1.2 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's

expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state MLE entanglements, requirements, or conditions (conditional ownership), unless/until released by MLE or federal government in writing. While other conditions may apply, typically a release would occur upon the MLE, or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the MLE or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the MLE or federal government.

SECTION 14: NO DUPLICATE PAYMENT

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

SECTION 15: CONTRIBUTION ON THIRD PARTY CLAIMS

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

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

SECTION 16: SUBRECIPIENT DEFAULT

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

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

SECTION 17: INDEMNIFICATION

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

SECTION 18: LIABILITY INSURANCE

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

SECTION 19: REMEDIES

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

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

SECTION 20: RECOVERY OF OVERPAYMENTS

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

SECTION 21: LIABILITY

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

SECTION 22: TERMINATION

- 22.1 Termination for Convenience.** The Subrecipient may terminate this Agreement at any time upon thirty (30) days prior written notice to MLE; provided, however, that the Subrecipient shall, within thirty (30) days of such termination, reimburse MLE for all funds contributed by MLE to the Project; provided further that until the Subrecipient has fully reimbursed MLE for such funds, the Subrecipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of 12 percent (12%) per annum, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days MLE may turn any delinquent debt over for collection.
- 22.2 Termination Because of Inefficiency.** Use of federal funds demands good stewardship. MLE in an ongoing basis will be monitoring the performance of the subrecipient through the subrecipient's reporting into the MLE Statement of Activity Reporting system. If in MLE's

opinion, these metrics demonstrate poor stewardship the Agreement will be terminated. If feasible, MLE may work with the Subrecipient and give the Subrecipient an opportunity to improve the metrics to what MLE believes is a healthy metric.

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

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

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

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

22.5 Rights and Remedies.

- a. The Subrecipient shall, within 30 days of its receipt of a notice of default, reimburse MLE for all funds contributed by MLE to the Project. Further, MLE shall have any and all rights and remedies available at law or in equity.
- b. In the event that Subrecipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating MLE's grant or cause or requires MLE to return funds to the Federal Funding Agency, Subrecipient will return to MLE an amount equal to the funds which MLE is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 23: NONAPPROPRIATION

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

SECTION 24: AMENDMENTS

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

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

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

SECTION 25: NOTICE

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

SECTION 26: SURVIVAL

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

SECTION 27: SEVERABILITY

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

SECTION 28: COUNTERPARTS

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

SECTION 29: COMPLIANCE WITH LAW

- 29.1 Compliance with Law Generally.** Subrecipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to Subrecipient and the Agreement.
- 29.2 Penalty of Perjury.** By its execution of this Agreement, Subrecipient certifies under penalty of perjury under the laws of the state of Washington the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement.
- 29.3 Tax Compliance.** Subrecipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Subrecipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this *Section 29.3 – Tax Compliance*, “tax laws” includes: (i) All tax laws of this state; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, to Subrecipient’s property, operations, receipts, or income, or to Subrecipient’s performance of or compensation for any work performed by Subrecipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, or to goods, services, or property, whether tangible or intangible, provided by Subrecipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

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

- 29.3.1** Termination of this Agreement, in whole or in part, this is in addition to any remedies available under *Section 22 - Termination*.
- 29.3.2** Offsetting against any amount owed to Subrecipient, and withholding of amounts otherwise due and owing to Subrecipient, in an amount equal to State’s setoff right, without penalty; and
- 29.3.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. MLE may recover any and all damages suffered as the result of Subrecipient's breach of this Agreement, including but not limited to direct, indirect, incidental, and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

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

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

SECTION 30: INDEPENDENT CONTRACTORS

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

SECTION 31: PERSONS NOT TO BENEFIT

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

SECTION 32: INTENDED BENEFICIARIES

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

SECTION 33: FORCE MAJEURE

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

SECTION 34: ASSIGNMENT AND SUCCESSORS IN INTEREST

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

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

SECTION 35: SUBCONTRACTS & SUB-AWARDS

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

SECTION 36: TIME IS OF THE ESSENCE

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

SECTION 37: MERGER AND WAIVER

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

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

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

SECTION 38: RECORDS MAINTENANCE AND ACCESS

Subrecipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other

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

SECTION 39: HEADINGS

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

SECTION 40: INCORPORATION BY REFERENCES AND ORDER OF PRECEDENCE

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

Precedence	Document
1 (highest)	United States of America Laws or Rules AND Washington State Laws and Rules
2	Amendments to any of the documents listed below shall control over the earlier version of that same document or earlier amendment to that same document.
3	EXHIBIT A - FEDERAL COMPLIANCE TERMS
4	EXHIBIT B - INFORMATION REQUIRED BY 2 CFR §200.211(b)
5	EXHIBIT C – 2 CFR 200, Appendix II - TERMS
6	ATTACHMENT A - SUBRECIPIENT'S MLE GRANT APPLICATION
7	ATTACHMENT B – ALLOWABLE COSTS & EXPENDITURES FOR STATE VESSEL REGISTRATION FEES AND FEDERAL ASSISTANCE GRANTS
8	ATTACHMENT C – VESSEL REGISTRATION FEE PROGRAM GUIDANCE FOR MARINE LAW ENFORCEMENT PROGRAMS

SECTION 41: SIGNATURES

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

Clallam County 223 E. 4 th Street, Ste 12 Port Angeles, WA 98362	Washington State Parks and Recreation Commission PO Box 42650 Olympia, WA 98504-2650
Sign:	Sign:
Title: Chair, Board of Clallam County Commissioners	Title: Chief Financial Officer
Email:	Email: contracts@parks.wa.gov
Date:	Date:
Place: Port Angeles, WA	Place: Tumwater, WA


Approved as to Form
Deputy Prosecutor

EXHIBIT A: FEDERAL COMPLIANCE TERMS

I. Grant Subrecipient Compliance Requirements:

- A. Subrecipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).
- B. Subrecipient to comply with Assurances – Construction Programs (Standard Form 424D)
- C. Pursuant to 2 CFR Part 170, MLE will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

II. Federal Terms and Conditions:

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

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

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

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

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

- B. Cost Principles 2 CFR Part 200, Subpart E
- C. Central Service Cost Allocation Plans Appendix V to Part 200
- D. Indirect Cost Proposals Appendix VII to Part 200
- E. Audit Requirements 2 CFR Part 200, Subpart F

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

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

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

1. National Environmental Policy Act; E.O. 11514 (which requires the Subrecipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the Subrecipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the Subrecipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
4. Coastal Zone Management Act (which requires Subrecipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).
5. Wild and Scenic Rivers Act (which requires the Subrecipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)

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

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

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

I. Other Requirements (USFWS specific)

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B: INFORMATION REQUIRED BY 2 CFR §200.211(b)

Federal Award Identification:

- (i) Subrecipient name (which must match registered name in DUNS): Clallam County Sheriff's Office

Subrecipient's UEI number: #JV6JJNELRBS5

- (ii) Federal Award Identification Number (FAIN): #3323FAS230153

- (iii) Federal Award Date: 10/1/2023

- (v) Sub-award Period of Performance Start and End Date: From 10/1/2023 to 9/30/2024

- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$13,509.63

- (vii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$13,509.63

- (ix) Federal award project description: Marine Law Enforcement Federal Financial Assistance Grant

- (ix) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

(a) Name of Federal awarding agency: United States Coast Guard

(b) Name of pass-through entity: Washington State Parks and Recreation Commission

(c) Contact information for awarding official of the pass-through entity:
boatingprogram@parks.wa.gov

- (x) CFDA Number and Name: Federal Boat Safety Act 92-75

- (xi) Is Award R&D? No

- (xii) Indirect cost rate for the Federal award: NA %

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

EXHIBIT C: 2 CFR 200, APPENDIX II - TERMS

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

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

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000.00, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000.00 that

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

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000.00 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

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

ATTACHMENT "A": SUBRECIPIENT'S FFA GRANT APPLICATION



CLALLAM CSO 2024
A-300 Application.pdf

Washington State Parks & Recreation Commission - Recreational Boating Program

Federal Financial Assistance Grant Program Application

Application Year: 2024

Agency Name: Clallam County Sheriff's Office

PREVENTION PLAN PART 1 - ASSESSMENT, IDENTIFICATION, GOALS

High Priority Boating Risks and Hazards

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

		another accident involving critical, life-threatening injuries.
3. Navigation Errors - The majority of these are groundings by individuals that are not familiar with the area or boats that were maneuvering in confined areas.	Recreational boaters that are operating small crafts in open and unprotected waters, at times are going to encounter mishaps.	In 2015, the Clallam County Marine Unit responded to fourteen reported boating accidents which included three fatalities, four reportable accidents, and ten non-reportable accidents. In 2020 and 2021, the CCSO Marine Unit investigated nine boating accidents with two of those accidents resulting in fatalities.
4. Equipment Failures - These accidents were the result of failures of through hull fittings, bilge pumps or loss of power	see above	Since 2015, the majority of reported accidents involved individuals that resided outside of Clallam County. In August 2022, members from the CCSO Boating Unit rescued a recreational boater at Lake Sutherland after he spent nearly 24 hours on the water because his engines failed. Despite him attempting to waive down other boaters in the area for assistance, no one assisted him to shore. We responded and towed his boat back to shore. There were no injuries resulting from the incident.
There are four identified risks and hazards that are contributing factors to reported boating accidents. 1. Operator inexperience - individuals that have minimal experience operating boats or kayaks in Clallam County	Professional Judgment: Individuals that reside outside of Clallam County and or boat and fish in Clallam County are our highest risk group of boaters.	In 2017, the Clallam County Sheriff's Office responded to five boating accidents. Three of those accidents did not require a report. In 2016, The Clallam County Sheriff's Office Marine Unit responded to 16 reported boating accidents. There was one fatality, four reportable accidents, and twelve non-reportable accidents. In 2018, there was one boating fatality in the Straits of Juan De Fuca. The boating accident was

		investigated by a Patrol Deputy after the incident had occurred. In 2019, our Marine Unit investigated two boating fatalities in our jurisdiction and three overall boating accident reports. In 2020, the CCSO Marine Unit investigated seven boating accidents; one accident involving a fatality and another with critical, life-threatening injuries. In 2021, the CCSO Marine Unit only investigated two boating collisions with one being a presumed fatality being they are still missing at sea. In 2022, the CCSO Marine Unit investigated three boating collisions; none of which resulted in serious injury or death. In 2023, the Clallam County Sheriff's Office Marine Unit investigated a two boat collision in Sekiu which resulted in substantial bodily injury. The boat operator that was found to be at fault was cited for operation of a vessel in a negligent manner. The boat operator was not from our jurisdiction.
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High Priority Audiences

Description of Audience	Why is this Audience a Priority?	Comments
The boating community that is most at risk are individuals that do not reside in Clallam County and transit through the area for fishing and/or kayaking in the	Clallam County is known as a salt water fishing destination. There are also a number of boats that transit the Strait of Juan de Fuca enroute to the	The most effective way to contact and influence this segment of recreational boaters is with the on-water patrols, safety inspections and

Strait of Juan de Fuca and the Pacific Ocean. These individuals are operating their vessels in unfamiliar, open, unprotected waters that are very susceptible to rapidly changing weather conditions, which can tax their vessels, equipment and knowledge.	Pacific Ocean, Puget Sound, and the San Juan Islands or Alaska. Approximately 70% to 90% of all boater that the marine unit contacts reside outside of Clallam County. All the fatalities that reported in 2016 and 2015 involved individuals that did not reside in Clallam County.	educational outreach events. In 2022, the CCSO Marine Unit intends to increase patrols on Lake Sutherland where there is a request for more law enforcement presence due to a wake boat dispute. The CCSO Marine Unit conducts patrols mainly in July and August on Lake Sutherland and we typically encounter kayakers and recreational boaters with various experience levels. In 2021, CCSO Marine Deputies found that several kayakers were without a sound device and were educated accordingly. The CCSO Boating Unit intends to post signs, provide educational pamphlets, and increase presence to ensure everyone is boating safely.
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PREVENTION PLAN PART 1 - TASKS, TACTICS, MEDIA

Patrol Plans / Emphasis Patrols / Enforcement Policies

Activity	Time Frame	Patrol Hour Goal	Inspection Goal	Comments	Type
Patrol our lakes for BUI emphasis , safe boating activity with life jackets, RBS inspections	June through August	20.00	Patrol Plan/Emphasis Patrol/Enforcement Policy		Patrol Plan/Emphasis Patrol/Enforcement Policy
Random evening weekend BUI patrols during	June through September	40.00	Patrol Plan/Emphasis Patrol/Enforcement Policy		Patrol Plan/Emphasis Patrol/Enforcement Policy

fishing seasons					
Schedule patrols on weekends and weekdays during fishing seasons	June through September	120.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	This is dependent on the length of the fishing seasons as set forth by the WA State DFW	Patrol Plan/Emphasis Patrol/Enforcement Policy
Schedule patrols during all opening days of halibut season	May through September	60.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	This is dependent on the length of the fishing seasons as set forth by the WA State DFW	Patrol Plan/Emphasis Patrol/Enforcement Policy
Emphasis patrols during fishing derbies	Olympic Salmon Derby in February and the Sekiu Salmon Derby in September	60.00	Patrol Plan/Emphasis Patrol/Enforcement Policy	This is dependent on the length of the fishing seasons as set forth by the WA State DFW	Patrol Plan/Emphasis Patrol/Enforcement Policy
Boat patrol	February through September		Safety Inspection	Depending on staffing	Safety Inspection

State Approved Boater Education Classes & Community Events

Activity	Date	Hours Planned	Attendance	Comments	Type
COASTAL	6/3/2024	12.00		Partner with COASTAL store for kid lifejacket giveaway, education, and outreach.	Community Events
YACHT CLUB EVENT	8/6/2024	20.00		We have attended this event that is either held in Sequim or Port	Community Events

				Angeles. We talk to many sailors about boating safety and we have staffed this with two RBS certified Deputies. It is unknown whether this event will be held due to COVID 19 concerns.	
Waterfront Days Port Angeles	10/1/2024	20.00		Our Marine Unit participates in this event along with the USCG to meet with the public and talk about boater safety education/laws. It is unknown whether this event will be held due to COVID 19 concerns.	Community Events
Lavender Festival	6/16/2024	25.00		This is a three day event that attracts tens of thousands of people from out of the area. We provide boater safety information to kids and their parents and talk about boating safety during this event. It is unknown whether this event will be held due to	Community Events

				COVID 19 concerns.	
KID'S FESTIVAL	3/2/2024	20.00		KID'S FEST is a Port Angeles community event where parent's bring their children to meet with 1st Responders. We typically staff this event with to RBS certified Deputies to talk to children about boating safety. It is unknown whether this event will be held due to COVID 19 concerns.	Community Events

Vessel Dealer/Rental Site Visits

Dealers Targeted	Hours Spent Visiting	Comments	Type
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Professional Prevention Partners

Name of Partnering Orgs	Hours Planned Coordinating	Comments
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Media Plan

Campaign	Owned Media Posts	Earned Media Posts	Events	Comments
Operation Dry Water	4.00	4.00		When the pre-made materials are provided they will be posted to our Clallam County Sheriff's

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

INSTRUCTOR INFORMATION

SAW ID	First Name	Last Name	Phone	Email	Development Complete?
	William	Cortani	360-460-4317	bill.cortani@clallamcountywa.gov	Yes

PREVENTION GOALS SUMMARY

Total Patrol Hour Goal: 300.00

Total Inspections Goal: 300.00

Count of State Approved Boater Education Classes Planned: 0.00

Sum of Hours for State Approved Boater Education Classes: 0.00

Sum of State Approved Boater Education Classes Planned Attendance: 0.00

Count of Community Events: 5.00

Sum of Community Events Hours: 97.00

Count of Presentations to Schools: 0.00

Sum of Presentation to Schools Hours: 0.00

Count of Presentations to Groups: 0.00

Sum of Presentations to Groups Hours: 0.00

Count of Dealer Visits Planned: 0.00

Sum of Dealer Visits Hours: 0.00

Count of Rental Sites Planned: 0.00

Sum of Rental Site Visits Hours: 0.00

Owned Media Posts: 16.00

Earned Media Posts: 16.00

Count of Partnering Organizations: 0.00

Sum of Partnering Organization Hours: 0.00

Printed On: November 20, 2023

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



2023 Allowable Costs
& Expenditures.pdf



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FEB 06 2024

AGENDA ITEM SUMMARY

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

Department: Department of Community Development

WORK SESSION ☒ **Meeting Date:** February 5, 2024

REGULAR AGENDA ☒ **Meeting Date:** February 6, 2024

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

Item summary:

- | | | |
|---|---|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # 334.24.008 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ RFP/Q Publication |

Executive summary: At the January 9, 2024, BOCC Regular Meeting, the Board of County Commissioners received a proposal from Cascadia Consulting Group to update the County's Hazard Mitigation Plan & perform climate resiliency planning work as a part of the County's required comprehensive plan update. The attached proposal was received from Cascadia Consulting Group.

Staff reviewed the attached proposal and recommends that the Board of County Commissioners contract with Cascadia Consulting Group to complete the scope of work provided.

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?** ☒ Work associated with this project will cost \$369,535. Costs associated with this project will be reimbursed by a forthcoming agreement with the Washington State Department of Commerce as well as the Cities of Forks, Port Angeles, and Sequim.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) Contract with Cascadia Consulting Group to update the County's Hazard Mitigation Plan & create a Climate Resiliency Plan as a part of the County's comprehensive plan update.

County Official signature & print name: Bruce Emery Bruce W. Emery

Name of Employee/Stakeholder attending meeting: Holden A. Fleming

Relevant Departments: Department of Community Development

Date submitted: January 31, 2024

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

Agenda Item Summary Comp Plan RFP opening
Revised: 3-04-2019

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NOV 28 2023

REQUEST FOR PROPOSALS/QUALIFICATIONS

The Board of Commissioners is seeking proposals from interested parties to provide professional services related to the update of the County's Multi-Jurisdictional Hazard Mitigation Plan and the preparation and adoption of a climate resilience sub-element as part of the County's Comprehensive Plan under the Growth Management Act. Applicants should have experience with comprehensive plans, community engagement strategies, hazard mitigation planning, climate resiliency planning, development regulations, and relevant RCWs.

Sealed proposals must be received in the Board of County Commissioners by 9:30 a.m., January 9, 2024.

The sealed proposals must be clearly marked on the outside of the envelope, "Proposal – Hazard Mitigation/Climate Resilience Planning" Address proposal to: Clallam County Board of County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to the above referenced address. Documents delivered to other offices and received late by the Board of County Commissioners will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

An informational packet on preparing a proposal may be obtained Monday through Friday, from 8 a.m. to 4:30 p.m., from the Department of Community Development, 223 East 4th Street, Suite 5, Port Angeles, Washington 98362, by calling 360.417.2420, or from the www.clallamcountywa.gov home page under the Current Issues tab.

Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 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 strongly encouraged to submit proposals.

PASSED this 28 day of Nov. 2023

ATTEST:

L. Gores
Loni Gores, Clerk of the Board



BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias
Mark Ozias, Chair

Publish: December 1 & 8
Bill: Board of Commissioners

Dept. of Community Development

AGREEMENT BETWEEN

Cascadia Consulting Group, Inc. and **Clallam County**

This Agreement, effective February 6, 2024 ("Effective Date"), between Cascadia Consulting Group, Inc., ("Cascadia"), a Washington Corporation, and Clallam County, ("Client"), a political subdivision of the State of Washington, to perform the Work identified herein in accordance with the terms of this Contract and any other documents referenced herein.

Cascadia and Client agree as follows:

- 1. Scope of Work**
Cascadia agrees to perform the services described in Attachment A, incorporated herein by reference (collectively the "Work").
- 2. Compensation**
Client agrees to pay for the Work provided by Cascadia in accordance with Attachment A (Projected Costs and Proposed Services). Compensation to Cascadia under this Agreement shall not exceed \$369,535. In return for the payment of the compensation set forth in Attachment A, Cascadia agrees to furnish and pay for all materials, labor, equipment, and taxes which it incurs in providing the services hereunder.

Cascadia will submit an invoice to Client each month for work performed. Client agrees to pay Cascadia within 30 calendar days after receipt of invoice from Cascadia. Any late payment shall bear interest at the rate of one percent per month.
- 3. Schedule**
Work shall commence upon execution of this Agreement. All work shall be completed by February 28, 2025 unless delays are caused by Client or are a result of a force majeure under Section 18.
- 4. Changes**
Any changes to the scope of the Work described in Attachment A, or the manner in which the Work is to be performed, shall be made only by mutual agreement, and shall be in writing.
- 5. Insurance**
Prior to starting work, Cascadia shall obtain and maintain in force, worker's compensation, as required by state law, automobile liability insurance on a per occurrence basis having an aggregate of not less than \$1,000,000, and comprehensive general liability insurance on a per occurrence basis having an aggregate of not less than \$1,000,000. Upon request, Cascadia will provide Client with an appropriate certificate of insurance reflecting the above coverages.
- 6. Representations and Warranties.**
(a) By Both Parties. Each party represents and warrants that (a) the person who signs this Agreement on its behalf has the right, power and authority to sign the Agreement, and to

contractually bind the signing party, (b) this Agreement is the valid, legal, and binding obligation of such party, enforceable against such party in accordance with its terms; and (c) it has no agreement or understanding with any third party that will conflict with its performance under this Agreement.

- (b) By Client. Client represents and warrants that the Work it requests Cascadia to perform will not be unlawful under the laws of the jurisdiction(s) in which such Work is performed.
- (c) By Cascadia. Cascadia represents and warrants that it will perform the Work (i) in good faith, (ii) in a professional manner and (iii) with reasonable diligence, skill and care.
- (d) Limitations on Warranties. The warranties set forth in this Section 6 are the sole and exclusive warranty given by Cascadia arising out of or relating to this Agreement. Cascadia disclaims all other warranties, either express, implied or statutory, including, without limitation, warranties of merchantability and fitness for a particular purpose. Client's exclusive remedy for any breach of the warranty set forth in Section 6(b) will be for Cascadia, upon receipt of written notice, to use diligent efforts to cure such breach at no additional cost to Client, or, failing any such cure in a reasonable period of time, return of professional fees and expenses paid to Cascadia hereunder with respect to the Work giving rise to such breach.

7. Indemnity

To the fullest extent permitted by law, Cascadia shall indemnify and hold harmless Client and its agents and employees from and against any and all claims, damages, losses or expenses, including reasonable attorneys' fees, on account of bodily injury, personal injury (including death), or injury to property sustained by any third person or persons, to the extent caused by the negligent act or omission of Cascadia or any of its agents, employees or subcontractors.

Client shall indemnify and hold Cascadia harmless from any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees and legal costs) caused by any negligent act or omission of Client, or any of its agents or employees.

Any indemnity hereunder is conditioned upon the indemnified party providing to the indemnifying party prompt written notice of any claim or action requiring indemnification, and the indemnifying party shall have the right, at its expense, to take over the defense of such claim or action.

8. Equal Opportunity

Cascadia shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. Cascadia shall comply with all equal opportunity or affirmative action requirements or plans as may be required by law.

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. CASCADIA'S TOTAL LIABILITY FOR DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER RELATED TO THIS AGREEMENT (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) WILL BE LIMITED TO THE TOTAL PRICE FOR THE WORK PROVIDED BY CASCADIA UNDER THIS AGREEMENT GIVING RISE TO THE LIABILITY.

10. Assignment

Cascadia shall not transfer or assign any interest in this Agreement without prior written consent of Client, which consent shall not be unreasonably withheld. Any such transfer or assignment without Client's consent shall be void and of no legal effect.

11. Termination

Either party may terminate this Agreement upon written notice to the other party:

- (a) In the event of a material breach of any term, condition or covenant by the other party which remains uncured after five (5) days written notice thereof to the other party; or
- (b) For any reason or no reason upon fifteen (15) days prior written notice; or
- (c) In the event that the other party has any proceedings instituted by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or any assignment for the benefit of creditors, or the appointment of a receiver, liquidator or trustee of any of its property or assets, or the liquidation, dissolution or winding up of its business.

If this Agreement is terminated, Client shall pay Cascadia for all Work performed up to the date of termination, including all non-cancelable costs incurred by Cascadia prior to termination but paid after the termination date. Client shall pay for all the work actually performed in accordance with this Agreement, even if the parties' original payment schedule spreads-out payments for certain Work or defers payments for certain work until the completion of such Work. If payments are unit or milestone based, and the Agreement is terminated after costs have been incurred toward achieving portions of one or more incomplete units or milestones, Client will pay a prorated portion of such fees based on the actual Work performed toward those incomplete units or milestones up to the date of termination, in addition to paying for completed units or milestones.

In the event of termination or expiration of this Agreement, those provisions which by their nature or effect are required or intended to be observed, kept or performed after termination including, without limitation, provisions related to payment, ownership of Deliverables, indemnification, confidentiality, and dispute resolution, will survive termination and remain binding upon the parties.

12. Confidentiality

This Section 12 sets forth the terms and conditions which will apply to any "Confidential Information" (as hereinafter defined) which may be disclosed by either party ("Discloser") to the other party ("Recipient") with respect to Discloser's products, services, technologies, or other aspects of the business of Discloser which are confidential or proprietary in nature. As used in this Agreement, "Confidential Information" means all information which Discloser discloses to Recipient that is identified as being proprietary or confidential and all information which, by the

nature of the circumstances surrounding the disclosure, reasonably ought to be treated as proprietary and confidential. Confidential Information may include information originally disclosed to the Discloser by third parties. A party's obligations under this Agreement shall not apply to Confidential Information that (i) is or becomes generally available through no breach of an obligation of confidentiality; (ii) is already in the possession of the Recipient at the time of disclosure by the Discloser as shown by competent evidence; (iii) is obtained by the Recipient from a third party without breach of an obligation of confidentiality; or (iv) is independently developed by the Recipient without use of or reference to the disclosing party's Confidential Information, as shown by competent evidence.

Non-use and Nondisclosure. Recipient will not use Confidential Information of Discloser for any purpose except to engage in a business relationship between the parties. Recipient will not disclose the Discloser's Confidential Information except to those employees or contractors of Recipient who are required to have the information in order to engage in a business relationship with the other party or those persons or entities who have entered into a non-disclosure agreement with Recipient with terms at least as restrictive as those contained in this Agreement. Recipient may disclose the Discloser's Confidential Information if required by law so long as the Recipient gives the Discloser prompt written notice of the requirement prior to the disclosure and assistance in obtaining an order protecting the information from public disclosure. Neither party will reverse engineer, disassemble, or decompile any prototypes, software, or other items that are Confidential Information provided by the other party.

Maintenance of Confidentiality. Each party will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the other party's Confidential Information. Without limiting the foregoing, each party will take at least those measures that it takes to protect its own confidential information of like nature.

Ownership; Remedies. Each party shall each at all times remain the sole owner of its respective Confidential Information and any improvements thereof. Except as set forth in Section 13 herein, nothing in this Agreement is intended to grant either party any rights under any patent, copyright, other intellectual property right or Confidential Information of the other party. Each party acknowledges that any violation or threatened violation of Section 12 of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all other remedies provided under the Agreement or available at law.

Obligations on Termination. Upon termination of this Agreement, each party will promptly return all Confidential Information received by such party to the other party (provided, however, that either party may retain Confidential Information to the extent required to do so by applicable laws or regulations, and nothing herein shall require a party to delete Confidential Information from its computer systems' historical back-up media, provided that in each case such Confidential Information shall remain subject to the terms of this Agreement and applicable laws and regulations). The parties' obligations of confidentiality shall survive termination of the Agreement and notwithstanding the return of any Confidential Information.

13. Materials and Work Product.

- (a) All materials provided by Cascadia to Client for the performance of Work, including, without limitation any Confidential Information of Cascadia, along with any concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models,

templates, and general purpose consulting tools created by, acquired by, or otherwise employed or modified by Cascadia (collectively, the "Cascadia Materials"), will remain the sole property of Cascadia, will be used only in furtherance of the Work in accordance with this Agreement and will not be used or delivered to or for the benefit of any third party without the prior written consent of Cascadia, and will be used in compliance with all applicable laws, rules and regulations. Client will not reverse engineer, disassemble, or decompile any prototypes, software, or other items that are Cascadia Materials.

- (b) Upon full and final payment to Cascadia of all fees due hereunder, the tangible items specified as deliverables or work product in Attachment A (the "Deliverables") will become the property of Client. If any Cascadia Materials are contained in any Deliverables, Cascadia hereby grants to Client a non-exclusive, royalty-free, worldwide, nontransferable license to use for Client's internal business purposes any Cascadia Materials contained in any Deliverables or to fulfill the purpose set forth in Attachment A.
- (c) Client acknowledges and agrees that any advice, recommendations, information, Deliverables or other work product provided to Client by Cascadia in connection with the Work are intended for Client's sole benefit, and Cascadia does not authorize any other party to rely upon such advice, recommendations, information, Deliverables or other work product and any such reliance shall be at such party's sole risk.

14. Entire Agreement/Relationship of the Parties.

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior and contemporaneous agreements, memorandum, arrangements and understandings, both written and oral, between the parties with respect to the subject matter. The parties are independent contractors, and this Agreement will not be construed to create a joint venture, partnership, or the relationship of principal and agent between the parties, nor to impose upon either party any obligations for any losses, debts or other obligations incurred by the other party.

15. Arbitration.

This Agreement shall be construed and enforced according to the laws of the State of Washington. Should any dispute occur between the parties arising out of or related to this Agreement, or their rights and responsibilities hereunder that cannot be resolved through good faith negotiations, the matter shall be settled and determined by arbitration under the then current Commercial Arbitration Rules of the American Arbitration Association. The decision and award of the arbitrator shall be final and binding, and the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in, and the award shall be deemed to be made in, King County, Washington. The prevailing party shall be entitled to recover its costs and reasonable attorney's fees from the non-prevailing party.

16. Amendments; Waivers.

This Agreement may only be amended pursuant to a written agreement executed by the parties, and no waiver of compliance with any provision or condition of this Agreement shall be effective unless evidenced by a written instrument executed by the party against whom such waiver is to be effected. No waiver of any term or provision of this Agreement shall be construed as a further or continuing waiver of such term or provision or any other term or provision. The failure of any party to insist upon strict performance of any of the covenants and

agreements herein contained, or to exercise any option or right herein conferred, in any one or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements.

17. Severability.

If any provision or any part of any provision of this Agreement is held to be illegal, void or unenforceable for any reason whatsoever, then such provision shall be stricken and of no force and effect. However, unless such stricken provision goes to the essence of the consideration bargained for by a party, the remaining provisions of this Agreement shall continue in full force and effect and, to the extent required, shall be modified to preserve their validity. Upon such determination that any term or other provision or any part of any provision is void or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that performance contemplated hereby is fulfilled to the fullest extent possible.

18. Force Majeure.

Except for the duty to make payments hereunder when due, if either party is prevented from carrying out its obligations under this Agreement by fire, flood, epidemic, pandemic, quarantine restrictions, act of God, terrorism, war (declared or undeclared), boycott, lock out, war, labor or civil disturbance, public disaster, or any other cause beyond such party's reasonable control, then such party's performance shall be excused during the period of such events and for a reasonable period of recovery thereafter, and the time for performance of such obligations shall be automatically extended for a period of time equal to the duration of such events; provided, however, that the party claiming force majeure shall promptly notify the other party of the existence of such force majeure, shall use all commercially reasonable efforts to avoid or remedy such force majeure and shall continue performance hereunder with the utmost dispatch whenever such force majeure is avoided and remedied. When such circumstances arise, the parties shall discuss what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution.

19. Construction.

Where the context so requires, all references in this Agreement to the singular shall be deemed to include the plural and vice versa.

20. Signature.

At the sole discretion of Cascadia, Cascadia may consent to the Client's signature on this Agreement being by email, fax, photocopy, pdf or other electronic means, in which case such Client signature will be deemed an original signature for all purposes.

22. Notices.

All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party if delivered in person or sent by overnight delivery to the parties at the following address (or at such other address for a party as shall be specified by a like notice) on the day of the delivery, or if by facsimile, upon confirmation of receipt:

If to Cascadia Consulting:
Cascadia Consulting Group, Inc.
Attn: Mary Ann Rozance, PhD
1109 First Avenue, Suite 400
Seattle, WA 98101
If by facsimile: (206) 343-9819

If to Client:
Company Name: Clallam County
Attn: Holden Fleming
Address: 223 East 4th St, Suite 5
Port Angeles, WA 98362
If by facsimile: (360) 417-2443

The parties have executed this Agreement by their duly authorized representatives.

Cascadia Consulting Group, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Clallam County

By: _____

Name: Mike French

Title: Clallam County Board of County
Commissioners, Chair

Date: _____



Approved as to Form
Deputy Prosecuting Attorney



ATTACHMENT A: SCOPE OF WORK



Providing Services to Meet Goals and Objectives

Clallam County's effort to update the Hazard Mitigation Plan alongside the development of the Comprehensive Plan Climate Element will elevate key climate and hazard issues facing the community and ensure that there is alignment between the plans while addressing state and federal requirements. Our team's work on the Clallam County Climate Action Plan, the North Olympic Peninsula Resource and Development Council's Climate Resilience Planning, Natural Disaster Resiliency Planning on the North Olympic Peninsula, as well as our work with Commerce, Port Angeles, King County, and several local governments throughout Washington to develop model climate elements means we have familiarity with Clallam County's processes and frameworks for decision-making and a strong understanding of what works and what doesn't when it comes to integrating climate policies into comprehensive planning. At the same time, our team members have decades of experience developing Hazard Mitigation Plans across the country.

We understand that each phase will support the simultaneous development of the Hazard Mitigation Plan (with a completed Climate Workbook as an Annex) and the Climate Element. It's especially important for Hazard Mitigation Plans and the Climate Element to dovetail with existing County policies, align with broad regional efforts, have strong buy-in from departments and implementation partners, and be tailored to the community's unique needs. That's why our process works so well: we start with client needs and a policy audit to identify synergies between existing plans and policies and future goals, then conduct inclusive engagement to understand barriers and opportunities to advance environmental justice, vet strategies and actions, and build broad stakeholder support along the way. We've outlined this approach in more detail in the phases below, and are happy to adjust our scope to meet Clallam County's needs and priorities.

APPROACH TO THE SCOPE OF WORK

Phase 1: Project Initiation, Gap Analysis, Coordination, and Initial Recommendations

1A: Kick-off Meeting, Organize Planning Resources, and Engagement Strategy

We will organize the planning team and resources by convening an initial **kick-off meeting** with County staff to understand the County's hazard mitigation and climate change preparedness efforts to date, dig into the vision for the Hazard Mitigation Plan (HMP) Update and Climate Element, and begin outlining a detailed project roadmap. During this kick-off meeting, we anticipate discussing:

- Ultimate project goals and outcomes (e.g., "what will success look like?").
- Opportunities to dovetail this project with other County initiatives and identify key relevant documents.
- Past community and stakeholder involvement, and input received to-date.
- Community and stakeholder engagement goals, activities, and lessons learned.
- Key perspectives and stakeholders to include in the HMCR Committee.

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- Opportunities to incorporate equity throughout development and implementation of the plan.
- Client/consulting team roles, responsibilities, expectations, and additional resources, including logistics and timeline.

At the conclusion of the kick-off meeting, the County and consulting team will have a shared understanding of the project's goals, process, and milestones—and the information we need to start building the HMCR Committee and engagement strategy. We will capture these key elements from the kick-off meeting in a **Project Workplan** and use Smartsheet to build out a **detailed timeline** of the entire planning process with tasks assigned by team member. We will provide the Project Workplan and Smartsheet timeline to the County for review and approval.

Before we recruit members for the HMCR Committee, we will work with the County to determine what the make-up of the membership should be and why. For the process and outcomes to be equitable, we'll need to ensure that all relevant voices are included from the very start. Our process will build on foundational decision-making around questions like what, specifically, a "representative group" means in this context—and will include the following steps:

1. **Create a stakeholder map:** Working from the kickoff meeting, identify which/how many entities need to be present to effectively represent the landscape around climate and hazard planning. In coordination with Michael Baker International and our local engagement advisor, we will ensure that key stakeholders comply with FEMA's updated Local Mitigation Policy Guide on April 19, 2022, which requires these stakeholder groups to include representatives from regional emergency management departments, regional jurisdictions (i.e., cities, Tribes, community services), and major employers, academia, and community-based organizations.
2. **Identify individuals:** Together with the County, we will identify individuals who represent these groups. This will likely rely on Clallam's existing relationships (e.g., with utilities, local governments, transit agencies, etc.), and additional outreach to find new individuals who have not historically had a seat at the table. We will also draw from Cascadia's previous engagement efforts and significant regional connections with many groups, including utilities, government agencies, communities, Tribes, academic researchers, and NGOs.
3. **Draft Collaborative Charter:** Create a document that outlines roles for members, decision-making structures, and a timeline for meetings. This will support recruitment by setting clear expectations and guidelines for potential participants and be finalized by the Committee, once formed.
4. **Recruit Members:** Draft and send invitations to potential members. Provide follow-up information or meet with potential members to provide additional context for this effort. Based on initial responses, we will consider targeted recruitment to fill gaps and ensure equitable representation.

We will also draw from the kick-off meeting discussion to draft an **equitable community engagement strategy** that supports an inclusive process. Cascadia devotes particular attention to creating customized engagement strategies that reflect the unique community characteristics and needs of the jurisdiction, drawing from County's experience to date, Clallam County's demographic data, and our team's rich history engaging diverse Washington communities and businesses on sustainability topics, to ensure there is a clear and adaptive plan in place to drive the process and meet target outcomes. At a minimum, the engagement strategy will include a "Community Snapshot" of key community demographics; a description of equity and engagement goals, key audiences, roles, and approaches; detailed methods including specific events and outcomes; an explicit equity strategy;

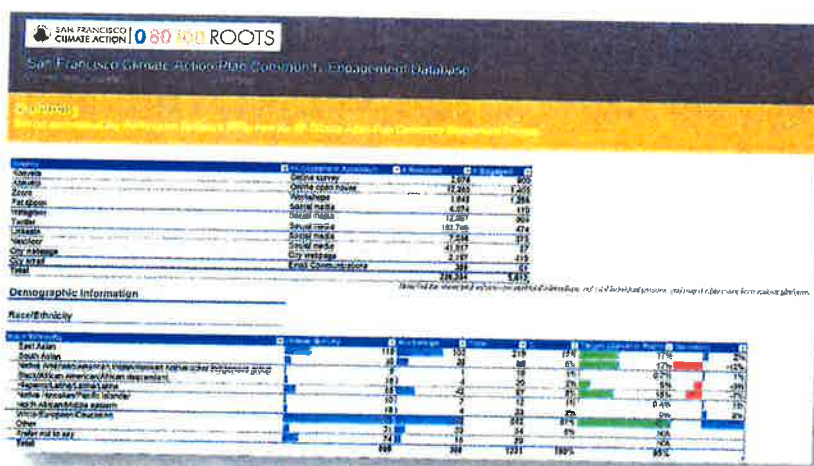


Figure 1. Engagement Tracker for Inclusive Outcomes Tool.

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and key performance indicators for measuring and evaluating engagement success. Specific engagement tactics could include the following (see [Phase 3](#) for more details on public engagement):

- Website content development
- Public survey
- Marketing and communication materials
- Engagement toolkits
- Public and stakeholder workshops
- Tribal coordination and outreach

In addition to the engagement strategy requested by the RFP, we also include in our proposed budget a **customized engagement tracking tool** (Figure 1) that allows for real-time monitoring of engagement outcomes and adaptive management, as needed, to meet engagement and equity goals. We find this tool to be critical in ensuring that all target audiences are engaged through the planning process.

1B. Gap Analysis

We will complete an **audit of Clallam County's existing plans, policies, and regulations**. The results of this audit, in addition to the outcomes of Phase 2, will serve as the foundation in drafting climate resilience goals and policies. The audit will include a ***Climate Planning Strengths, Weaknesses, Opportunities, and Threats (SWOT) Assessment***, which is a component of Commerce's climate guidance. This framework builds a better understanding of where Clallam County is in their climate planning process, identifies potential risks to mitigate early in the process and/or strengths to leverage. Our team will leverage our previous climate work with Clallam County and our deep familiarity with HB 1181 and related guidance to explore climate impacts unique to Clallam County and identify the main sources of GHG emissions to use in the development of Climate Element policies.

While we will confirm the final list of relevant County and regional plans to be reviewed with County staff, we anticipate the following plans will be considered: most recent versions of Clallam County's Comprehensive Plan and Shoreline Master Program (SMP), Clallam County's Multi-jurisdictional Hazard Mitigation Plan, Emergency Operations Plan, Capital Improvement Plans, Clallam County's Climate Action Plan, other regional hazard mitigation plans, and regional climate plans. We will also review plans from cities and Tribes within Clallam County (Port Angeles, Sequim, Lower Elwha Klallam Tribe, Makah Tribe, Jamestown S'Klallam Tribe) and the North Olympic Development Council as appropriate. We acknowledge that not all County programs, policies, and initiatives are easily accessible through written documentation and **will conduct interviews and/or meetings with County staff, leadership, community partners, and stakeholders to augment our review**. It will be important to hear from staff that work across departments and County geographies to identify additional relevant documents and gain further context regarding potential gaps and overlaps with existing plans, policies, and regulations. Finally, if appropriate, our team can work with the County's GIS facility data to ensure we have the most recent data to use in identifying vulnerabilities. At this time, sensitive data (e.g., tribal/cultural resources, security assets, etc.) will be identified as confidential and will be excluded from publicly accessible documentation.

We will organize the review into a **comprehensive database** that clearly identifies all planning documents/resources and compiles key climate-related goals and policies of potential relevance to the County. The database will also collate key climate resilience considerations that existing measures address, such as its significance in advancing climate equity, climate indicators, potential hazards, and related community assets. The database will be used to identify policy trends and gaps in the existing policy as it relates to Commerce's Climate Element Planning Guidance and FEMA's Local Mitigation Planning Policy Guidance. Once gaps are determined, policy opportunities will be identified via state resources including Commerce's Menu of Measures and summarized in a *Policy Audit Memorandum*.

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1C. Coordination with Other Agencies

During the project initiation phase, we will work with the County to begin identifying relevant agencies—both within Clallam County, with peer Counties, and/or with the State—to ensure that the MJHMP Update and the Climate Resilience Element complements regional preparedness efforts from partner jurisdictions. After identifying additional government agencies, Cascadia will work with County to develop a timeline of County Operational Area meetings to coordinate multi-jurisdictional collaboration. At these meetings, Cascadia will coordinate the preparation of materials and lead facilitation of these meetings. We will also document participation and outcomes of these Operational Area meetings, which will become an appendix in the updated multi-jurisdictional Hazard Mitigation Plan and/or Climate Element.

1D. Facilitate HMCR Committee Meetings and Develop Initial Recommendations for Updates

See [Phase 3D](#) for more details on the meeting schedule and key objectives.

We will design the **HMCR Committee meetings** to facilitate deep and thorough understanding of perspectives that address gaps and barriers and lead to clean prioritization and optimal impact in the final plans. We will move from prioritization to action, leading key practitioners and project proponents through exercises to identify, vet, and prioritize climate and hazard mitigation strategies that fit into the high-level vision and goals established by the County. We will guide participants through a discussion of how the County can best address community needs and key trends, focusing on developing potential strategies and guidelines, identifying monitoring and evaluation criteria, and integrating specific elements such as equity, inclusion, and environmental justice. As we prepare for the meetings, we will work closely with the County on meeting **agendas, materials, and processes**. We will ensure that HMCR Meetings are productive and able to provide meaningful and timely input into the development of the Climate Element and the updated Hazard Mitigation Plan (see [Phase 3D](#) for more details on the meeting schedule and key objectives).

Our team will build upon the previous HMP and Annex formats to create updated content templates for use in the HMP update. We will also facilitate transfer of data – including existing documents, GIS files, and other relevant data – via a secure online portal. Based on the initial gap analysis, as well as input from the HMCR Committee, we will develop a summary of initial recommendations to include in the update.

Phase 1 Deliverables:

- Kickoff meeting and project workplan (Phase 1A)
- Form Hazard Mitigation/Climate Resilience (HMCR) Committee (Phase 1D)
- Develop and Document Engagement Strategy (includes public survey on website) (Phase 1A)
- Meeting agendas and facilitation of multi-jurisdictional Operational Area meetings (Phase 1C)
- Document climate gaps and opportunities (Phase 1B)
- Summary of initial recommendations for changes, template development, annex development, transfer of data, and updating prior plans (Phase 1D)

Facilitation Approach and Philosophy

Effective meetings are built on inclusive design and respectful facilitation. We ensure that all voices—not just the loudest or most opinionated—are amplified and heard, value participants' time and input, and use humor and fun to lighten the mood and build rapport. We use a variety of tactics and tools to keep participants focused on the questions at hand and minimize time spent on unrelated topics. We anticipate using small breakout groups as part of our facilitation approach, making sure to mix groups up to allow participants to interact with those they may not normally work closely with.

We will take detailed notes and produce a clear, concise summary of key inputs for inclusion in the final plans. We will create efficiencies throughout the project. We will craft meeting agendas, materials, summary notes, analyses, and recommendations while considering how the narrative and inputs will be organized together and eventually rolled up into a concise and well-organized final deliverables. Our goal is to minimize rewriting at the end by focusing instead on building out essential pieces of the work plan as we progress through our scope of work. In this way, development of the final product is a culmination of each task deliverable, rather than an end product built from scratch.

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Phase 2: Design Updated Hazard Mitigation Plan and Climate Element

2A. Hazard Vulnerability and Risk Analysis and Community Assets

To lead the hazard vulnerability analysis and mitigation planning pieces of this project, Cascadia has partnered with Michael Baker International, a firm that specializes in hazard mitigation and engineering projects. Michael Baker will lead the HAZUS-MH Vulnerability and Risk Analysis. The HAZUS program provides standardized tools and data assumptions to estimate risk from earthquakes, floods, tsunamis, and hurricanes. Based on the prior Clallam Multi-jurisdictional Hazard Mitigation Plan (MJHMP), Michael Baker will utilize the HAZUS program to conduct scenario analysis for earthquake and flooding hazards. While Michael Baker can also model tsunami loss, this was ranked a low-priority concern in the previous MJHMP, and thus we recommend focusing modeling efforts on the highest priority concerns because of the time-consuming nature to conduct these models. To model the earthquake and flooding scenarios, Michael Baker will work with the County to determine the most appropriate assumptions for Clallam County or utilize FEMA's pre-set magnitude and location assumptions.

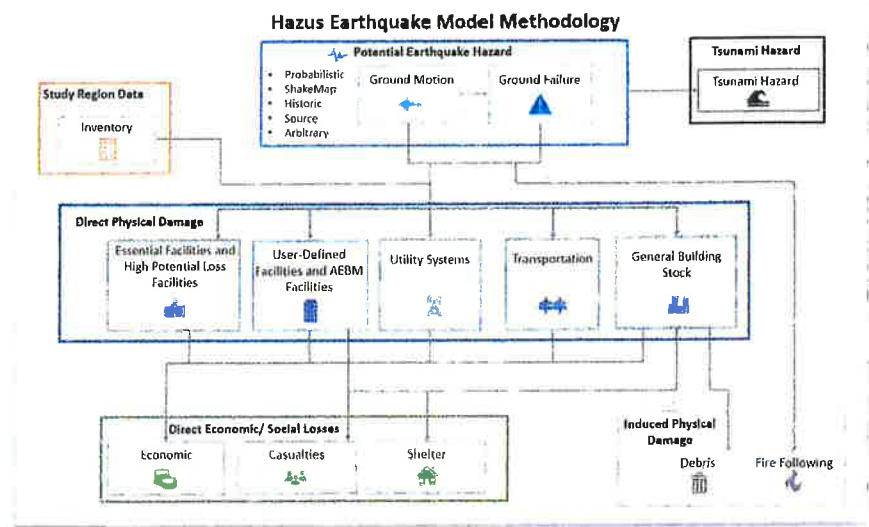


Figure 2. FEMA Hazus Earthquake Model.

Furthermore, Cascadia and Michael Baker will work with the HMCR Committee to review critical infrastructure and community assets previously identified in the 2020 MJHMP. Identifying these infrastructure assets will be essential for the MJHMP update as well as the new Climate Element for Clallam County. With the HMCR, we will screen for assets that are no longer relevant to the MJHMP planning process, and we will add any new infrastructure and/or assets to the list. For example, previous iterations of HAZUS applications were unable to map linear facilities (e.g., roads, transmission lines, water and wastewater lines) for loss estimation modeling. However, there have now been updates to the HAZUS applications and alternative methods to include these types of linear facilities to hazard vulnerability and risk analysis. We will then use these assets to estimate potential losses utilizing HAZUS modeling from key hazards. Finally, we will deliver a final list of critical infrastructure and community assets to be included in the updated MJHMP and the Climate Element.

2B. Climate Change Integration

Climate Resilience

Cascadia will assess non-HAZUS climate change risks—both current and projected risks—on key physical, social, and environmental assets, pulling from the assets identified in [Phase 2A](#), which will have already been vetted by the HMCR Committee and County staff. We anticipate using resources from the University of Washington Climate Impacts Group and other sources—including *Climate Mapping for a Resilient Washington*, *Projected Sea Level Rise for Washington State*, the *National Climate Assessment* and derivative downscaling products, and other relevant studies and datasets—to identify observed and projected climate trends relevant for Clallam County. Drawing on our experience with Clallam County's peer jurisdictions we will likely focus on sea level rise, coastal and riverine flooding, landslide risk, heat events, wildfire, and other climate-related risks. We anticipate that this climate risk assessment can complement the hazard vulnerability and risk analysis by building in considerations of future changes in hazard risk due to climate change.

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Cascadia will work with the County and the HMCR Committee at one of their meetings to come to a shared agreement and understanding of the climate impacts most relevant to Clallam County (associated with [Phase 3D](#)), which can prioritize specific climate hazards to be addressed in the Climate Resilience Sub-element. Then, Cascadia will work with Michael Baker to prepare a risk and exposure assessment for these climate hazards on the County's critical infrastructure and community assets (see [Phase 2C](#)).

Finally, we will pair each of the community assets identified with their anticipated climate impact(s) and **summarize our findings in an Excel spreadsheet**. These findings will serve as a starting point for the climate vulnerability assessment, which will apply quantitative and qualitative analyses and mapping to assess community vulnerabilities ([Phase 4A](#)).

2C. GIS Vulnerability Mapping and Spatial Analysis

Cascadia and Michael Baker will prepare a spatial analysis of identified non-HAZUS climate-related hazards—such as sea level rise, coastal and riverine flooding, landslide risk, extreme heat, and wildfires—to identify which facilities are exposed to profiled hazards. This assessment can include the following, based on data availability:

- Types/number of buildings, infrastructure, and/or community assets located within each identified hazard area
- Inventory of all flood repetitive loss/severe repetitive loss structures, as defined by FEMA, if applicable
- Description of land uses and development trends to advise future land use decisions
- Exposure of overburdened communities or socially vulnerable populations within identified hazard areas

The vulnerability assessment results will be presented in tables identifying facilities/infrastructure most likely to affect these facilities. Exhibit maps will correspond to this latest information.

In addition, our team will evaluate the impacts of natural hazards to overburdened and underserved communities. Findings will be presented through illustrative exhibits, prepared with data from sources like the CDC Social Vulnerability Index or the Washington Environmental Health Disparities Map. We will conduct a thorough analysis of vulnerable populations within the planning area to better inform mitigation actions directed at increasing capabilities and capacities to assist or respond during a disaster incident.

Phase 2 Deliverables:

- HAZUS-MH Vulnerability and Risk Analysis
- Identify community assets and create Climate Element workbook sheet
- Climate change projections and associated maps, charts, and graphs
- Create Climate Element Workbook Sheets which (1) explores hazards and changes in the climate; (2) pairs assets and hazards and describes exposure and consequences, and (3) identifies priority climate hazards
- Determine next steps in Climate Element workbook

Phase 3: Public Engagement

We know from experience that engagement throughout the Climate Element and HMP development process helps define climate impacts—especially for vulnerable communities—and supports the development of a more thoughtful and meaningful final product through vetting and prioritizing policies that meet community needs. Engagement also sets the stage for action by building broad internal and external support for policy implementation.

Our team is experienced in co-designing inclusive and equitable engagement opportunities to create plans that are responsive to local context, grounded in community priorities, and foster ownership among implementation partners. We recognize that each community is unique with their own current, historical, and potential future conditions and that **meaningful community engagement and buy-in is key to developing broadly supported plans that achieve environmental justice outcomes**. To accomplish this, we work closely with decisionmakers, stakeholders, and communities to understand local barriers, gaps, and opportunities.

Our approach to community engagement follows an oft-cited refrain: “Meet people where they are.” On one level, this guidance is literal. **Gatherings with the community should prioritize the comfort and convenience of the community**, carefully considering the space, travel and/or technology requirements, in-language content, and other needs that create belonging by facilitating comfort—such as trustworthy childcare and a culturally appropriate meal. On a deeper level, this means **understanding the community’s lived experience, relation to the topic at hand, and relationship with the client or organization** convening the meeting. When designing engagement strategies, we incorporate feedback loops to make sure we not only ask communities about their opinions and perspectives but keep them updated on how their input shaped the process and outcomes. The most important thing is that **we ensure there’s trust and rapport before asking for anything**—which not only creates safe spaces for participants but also builds capacity and investment from the community in County planning processes. Our approach, **developed after the kickoff meeting in [Phase 1A](#)**, will serve as a strong foundation for engagement and include the following strategies:

3A. Public Meetings

We can host or support meetings for community members who want to have hands-on participation in shaping the Climate Element and provide input on the MJHMP. We often offer hybrid events located at community gathering places (e.g., community centers, schools) and with opportunities for virtual attendance using Zoom or an equivalent platform. **These events are used to gather broad public input on community priorities and plan goals.**

Based on the project timeline confirmed during the kick-off meeting, our team will ensure that all meeting logistics are finalized at least one month prior to each meeting and that we’ve finalized the agenda and prepared supporting materials (if necessary) no fewer than 10 days in advance. We will work with the County during the agenda-setting phase to **co-design meeting agendas**, confirm meeting goals and team roles, and identify key questions to work through. We will also take the lead on determining central locations accessible for participants – such as Peninsula College facilities or with key partners. We will arrange videoconferencing using and will send out personalized meeting invite links to all attendees in advance. Certain meeting topics may call for presenters with specific areas of expertise. To the extent necessary, and subject to budget availability, Cascadia can support coordination with presenters and/or develop materials (e.g., discussion guides or fact sheets) with input from County staff ahead of each meeting.



Figure 3. Cascadia is leading a community workshop in Korean to update Puget Sound Partnership’s Vital Signs.

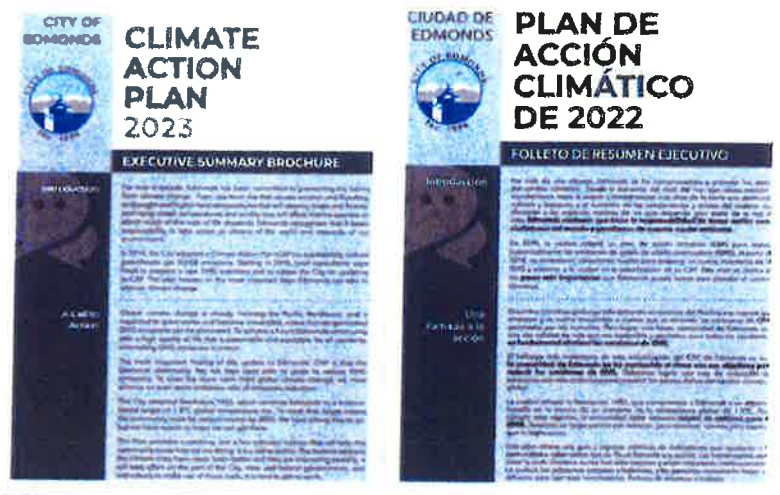
HAZARD MITIGATION PLAN UPDATE AND CLIMATE RESILIENCY PLAN

Key elements of our meeting management approach include having a clear agenda, keeping the meeting on time, and accomplishing all agenda items. Our goal is for every member to leave meetings with a feeling of accomplishment and confidence that their feedback is being incorporated into decision-making. Our facilitators are skilled at hosting virtual meetings and will use engaging strategies and online tools to encourage participation.

We also will collect optional participant information allows us to track *who* is participating, and more importantly, *who is not* participating (see Figure 1). We also propose to host and facilitate smaller meetings or focus groups with key groups that do not come to public meetings or take public surveys to **ensure we aren't just hearing from a self-selecting group of people**. Whether they are non-English speakers, tribal members, low-income individuals, youth, or older adults—we will tailor the focus groups to be sure that we are integrating all perspectives, not just the loudest voices.

We take great pride in the art of running a good meeting. We will give careful thought to the desired outcome of each meeting and ensure that we move conversations along to reach decision points in the allotted time. We will use a variety of tactics and tools to keep participants focused on the questions at hand and minimize time spent on unrelated topics that inevitably arise. Cascadia's facilitation team will take detailed notes during each meeting and produce a clear, concise summary of key decisions and next steps, so participants understand overall progress and Clallam County can accurately document and track the planning process.

Figure 4. Public-facing executive summary brochure for the Edmonds Climate Action Plan, in English and Spanish.



3B. Press Releases, Public Notices, and Surveys

Press Releases, public notices, and surveys are useful for gathering broad public input on community priorities and plan goals in a consistent format from people who may be interested in the planning process but are unable to attend in-person events. Throughout the project lifecycle, our team will use press releases and public notices to notify the public and key groups of project milestones—such as advertising upcoming public workshops, opportunities for public comment, and the final adoption and release of the MJHMP and Climate Element. Additionally, we will use public surveys to continue soliciting broad input throughout key phases of the project – such as development and prioritization of key strategies.

We love creating materials that our clients are proud to share and that demonstrate their commitment climate action strengthening resilience. Each piece of communications collateral will be designed by Cascadia's **dedicated in-house design team** that crafts visually appealing yet meaningful products that are scaled to the needs of each client. We offer Word- and Adobe-based document design and production services, infographic development, and compelling data displays that can be employed on a variety of digital and print platforms.



Figure 5. Example infographic on climate change impacts for the North Olympic Peninsula developed by Cascadia.

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We prioritize visual storytelling to improve engagement with the community and break down complex climate science into clear and meaningful key points, such as infographics. We will work with the County to determine needs for these materials, though we anticipate developing at least one broad public survey, and up to three (3) public notices or press releases in alignment with opportunities to provide input.

3C. Website

It is essential that the planning process be accessible, interactive, and informative to keep residents engaged and up to date on Clallam County's efforts and progress towards achieving their goals, and our team is prepared to deliver on that need. We will support the County in developing an **interactive website** to bring the planning process to life in terms that the average resident of Clallam County can relate to. Site content can be arranged around focus areas that are intuitive, such as buildings, energy, waste, and transportation. We would provide information for each focus area in small, digestible chunks that include text and data visualizations. The site can provide a **location to update progress made** on implementation of measures identified in the plan, providing an **internal community accountability check**.

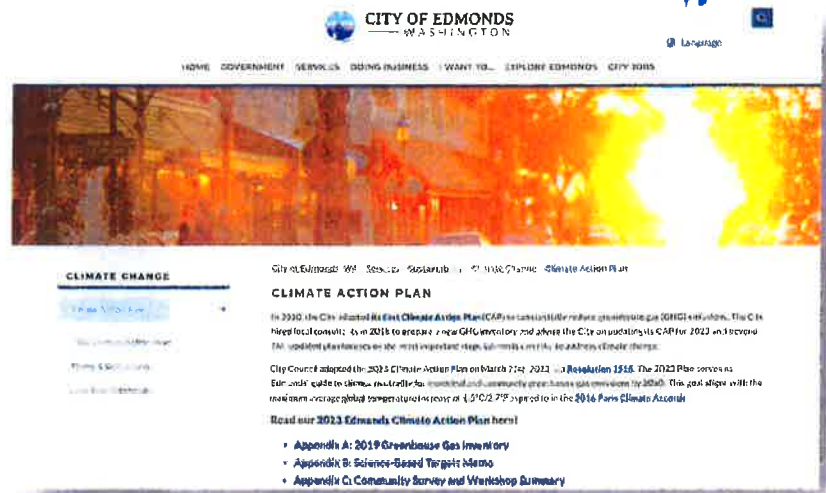


Figure 6. Cascadia developed a website for the Edmonds CAP to help track engagement, provide notice of public engagement events, and eventually to host the final plan.

3D. HMCR Committee Meetings

We will work with the County to form the HMCR Committee during **Phase 1D**. After the formation of the HMCR Committee, we plan to conduct **six (6) meetings—with at least two (2) in-person meetings and four (4) virtual meetings**—to coalesce around a shared vision and collaboratively identify, vet, and prioritize strategies to address hazard mitigation and climate resilience in Clallam County. Our facilitation approach is simple: treat all participants with respect, ensure that all voices—not just the loudest or most opinionated—are amplified and heard, value participants' time and input, and use humor and fun to lighten the mood and build rapport (see **Phase 1D** for our facilitation approach and philosophy).

We will give careful thought to the desired outcome of each meeting and ensure that we move conversations along to reach decision points in the allotted time. While the agenda for each meeting will be decided with the client team, we anticipate the meetings will align with the key phases of the planning process:

Meetings 1: Discovery & Visioning	Meetings 2-3: Risk Identification and Prioritization	Meetings 4-5: Measures and Strategies	Meeting 6: Final Review and Implementation
Objectives: Establish operating procedures, gain important background context, build a collective vision and goals for the Climate Element and MJHMP.	Objectives: Identify key climate risks, relevant agencies and partners that these changes will affect, and prioritize these risks to inform climate policies and hazard mitigation options.	Objectives: Center best practices, processes, and actions and design measures and strategies to include in the MJHMP and the Climate Element.	Objectives: Support the integration of the MJHMP and the Climate Element for seamless implementation following the adoption of these plans.
Alignment with Phase 1D.	Alignment with Phase 2B.	Alignment with Phase 4A and 4B.	Alignment with Phase 4B and 4C.

HAZARD MITIGATION PLAN UPDATE AND CLIMATE RESILIENCY PLAN

Phase 3 Deliverables:

- Up to three (3) hybrid (virtual + in-person) public meetings or focus groups
- Communications collateral—including press releases, public notices, and survey
- Website content development
- HMCR meetings (6 meetings with 10 members)

Phase 4: Vulnerability Assessment and Development of Climate Element and Hazard Mitigation Plan

4A. Characterizing Climate Vulnerability and Continuing to Develop Climate Element

Assessing Sensitivity and Adaptive Capacity to Inform Climate Vulnerability

Building on the hazard vulnerability assessment in Phase 2 **we will use the Climate Element Workbook and work with the County to determine a scale and approach to the vulnerability assessment that is appropriate for this project** and as it aligns with Commerce's Climate Element Guidance. To complete the climate vulnerability analysis, we will leverage Commerce's Guidance and other frameworks, such as the framework developed by the Climate Impacts Group (CIG) and King County, *Preparing for Climate Change – A Guidebook for Local, Regional, and State Governments*:

- **Step 1. Define Terms.** We will determine the scope of a vulnerability assessment and provide a brief overview of a vulnerability assessment and its components of exposure, sensitivity, and adaptive capacity. We will work with the County to agree upon definitions for high, medium, and low exposure, sensitivity, and adaptive capacity. These definitions will help us prioritize the most vulnerable sectors, resources, and communities. *These terms have already been defined in Commerce's Climate Element Guidance.*
- **Step 2. Exposure Analysis.** We will draw on the climate impacts summary in Phase 2 to identify known climate conditions that impose stresses on built, natural, and social systems. We will also use local information gathered in listening sessions and one-on-one meetings (described below) and review of County plans to determine which areas and assets are stressed by each climate condition (e.g., Island County's Comprehensive Plan, emergency management plan, and other relevant plans). *This step will have already been completed in Phase 2 of this project.*
- **Step 3. Sensitivity Analysis.** Through document review, listening sessions with relevant County staff and residents (described below), and the climate impacts summary, we will identify sectors, resources, and communities that are particularly susceptible to anticipated climate impacts. We will gather information about existing conditions and future conditions to evaluate relative sensitivity to climate stressors.
- **Step 4. Adaptive Capacity Analysis.** We will focus on the areas and sectors with the greatest exposure and sensitivity, as identified in steps 1 and 2, and assess their existing ability to adapt and their potential for becoming more resilient through improved management, policies, operations, or infrastructure. We will use the HMCR Committee and staff input (see below) to gather input on existing programs that help to build resilience and document gaps or impacts that are not adequately addressed with current programs.
- **Step 5. Vulnerability Assessment.** The final step brings the three separate analyses together. We will use a matrix to categorize sectors, resources, and communities by their vulnerability level (based on agreed-upon definitions from step 1) and identify the most vulnerable—that is, those with high exposure, high sensitivity, and low adaptive capacity.

Following the completion of these steps in the Climate Element Workbook, we will confirm key priorities with Clallam County and the HMCR Committee to develop key policies and strategies in the Climate Element and the MJHMP.

Developing Key Hazard Mitigation Strategies and Climate Element Policies

Following the characterization of climate vulnerability and determining a course of action, our team will develop climate change goals and policies for the Climate Element and hazard mitigation strategies for the MJHMP.

HAZARD MITIGATION PLAN UPDATE AND CLIMATE RESILIENCY PLAN

Michael Baker will lead the development of the hazard mitigation strategies and incorporate feedback from the previous tasks to update the MJHMP, including the gap analysis ([Phase 1B](#)), the hazard vulnerability and risk analysis ([Phase 2](#)), feedback gathered from the public meetings and surveys ([Phase 3](#)), the HMCR Committee ([Phase 3D](#)), and the final climate vulnerability characterization ([Phase 4A](#)). During this phase, the project team will outline the hazard mitigation strategy for the MJHMP. This strategy is the County's blueprint for reducing potential losses and is based largely on data in the risk assessment ([Phase 2](#)) and local stakeholder input ([Phase 3](#)). It will include capabilities, goals, objectives, and hazard mitigation action items. The existing hazard mitigation strategy from County's Plan will be reviewed for the development of this Plan. This process will also provide an evaluation and review of the County's pre- and post-disaster policies, programs, and capabilities related to hazard mitigation. During this phase, the project team will present a range of options of goals and actions aimed at reducing risks from the identified hazards. It is essential that members of the community are involved in this part of the Plan as these actions belong, first and foremost, to the public. All MJHMP updates will be prepared in accordance with the recent 2022 FEMA policy guidance.

Public Engagement During Strategy and Policy Development

During this phase of the project, Cascadia will implement aspects of the engagement strategy (developed in Phase 1A and outlined in Phase 3). As part of this, we will facilitate public meetings to ensure that the developed strategies and policies for the Climate Element and MJHMP align with community priorities – particularly the priorities from overburdened and frontline communities.

When developing climate change goals and policies to integrate in Clallam County's Comprehensive Plan, our team will ensure compliance with HB1181 by developing policies that equitably enhance resiliency to climate change impacts in Clallam County's communities and ecological systems. The goals and policies will prioritize actions that benefit underserved and vulnerable communities and lead to environmental justice outcomes, so that any disproportionate distributions of environmental benefits and burdens are addressed.

Climate Element Compliance

Our team has a strong comprehension of the new GMA Climate Element requirements (RCW 36.70A.070) that were amended under HB 1181. In 2022-23, Cascadia worked with the Department of Commerce to develop Washington's *Climate Element Planning Guidance*, which provides guidance for local governments on incorporating climate change into their comprehensive plans. Since early 2023, Cascadia has assisted cities and counties throughout WA in developing Climate Elements that comply with the new requirements and meet their unique climate challenges and communities.

The drafting and subsequent prioritization of resilience goals and policies will be a **collaborative and iterative process** with County staff and the HMCR—guided by community input from the public meetings and public survey—to ensure that recommended policies are considered credible and fair by a wide range of interests, especially overburdened communities. We will bring together the results of the community asset and climate impacts research ([Phase 2](#)), gap analysis and policy audit ([Phase 1B](#)), and vulnerability assessment ([Phase 4A](#)), along with priorities and concerns gleaned from internal and public engagement, to **identify an initial suite of climate change goals and policies** that address climate risks and hazards. We will draw from Clallam County's existing policies and Commerce's menu of measures or other high-performing strategies to fill in gaps and align policy options. We will then vet and prioritize policies based on additional feedback from staff, community, and the HMCR Committee as well as the results of our equity assessment. Early in policy development, it will be important to identify practical ways to mainstream climate resilience into existing processes across departments to support effective implementation.

New goals and policies will be **rooted in the best available science and scientifically credible climate projections and impact scenarios**. To ensure that goals and policies achieve environmental justice outcomes, as required in HB1181, we will **involve overburdened communities in the planning process throughout each phase of policy development** (see [Phase 3A](#) for additional details), documenting and incorporating their feedback. We will use an **equity assessment** to evaluate the potential impacts of all goals and policies in the Climate Resilience Sub-Element on people in overburdened communities;

HAZARD MITIGATION PLAN UPDATE AND CLIMATE RESILIENCY PLAN

our assessment approach assigns qualitative numerical scores to each evaluated policy based on a criteria matrix to ensure consistency in scoring throughout the evaluation. Findings will be summarized and provided to the County for feedback.

4B and 4C. Climate Element and Hazard Mitigation Plan Crosswalk

After incorporating feedback from the initial set of climate goals and policies and hazard mitigation strategies, our team will prepare drafts of the Climate Element and Hazard Mitigation Plan. Michael Baker will lead the preparation of the MJHMP and Annexes into an electronic administrative draft, which will include all required components, clearly responding to federal guidance for hazard mitigation plans and the state process for climate elements. Simultaneously, Cascadia will develop a Climate Element draft with the developed goals and policies. We anticipate that these drafts will undergo an additional round of public review, HMCR Committee review, and County review. During these drafts, our team will also crosswalk these drafts with FEMA Guidance (i.e., Hazard Mitigation Plan Review Tool [PRT]) and Commerce Guidance to ensure that these plans adhere to statutory requirements.

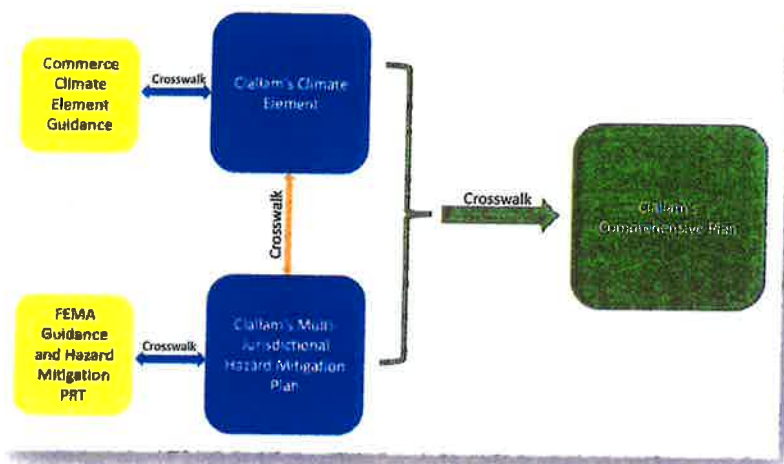


Figure 7. Conceptual framework to crosswalk the Climate Element and the MJHMP with each other and the overarching Comprehensive Plan.

We recognize that climate impacts will affect all sectors and that there is an opportunity to integrate goals and policies across other sections of Comprehensive Plan and ensure consistency across the MJHMP and the Climate Element. After the development of the draft MJHMP and the draft Climate Element, our team will conduct a crosswalk between the draft Climate Element and the draft MJHMP (Figure 7). This allows for each document to leverage the other, which can lead to multiple benefits including future funding opportunities and implementation coordination. Additionally, our Team is ready to work with the County's Comprehensive Planning Team to ensure seamless integration of the Climate Element and the MJHMP into other parts of the Comprehensive Plan, acknowledging the multi-sector impacts of climate change and hazards across multiple elements such as land use, recreation, and utilities.

Phase 4 Deliverables:

- Determine next steps in Climate Element workbook
- Create Climate Element Workbook Sheets which (1) Assess Sensitivity and Adaptive Capacity to Characterize Vulnerability and (2) Characterize Risk and Decide Course of Action
- Create Climate Element Workbook Sheets which will outline Climate Goals and Policies and identify Co-Benefits
- Draft MJHMP and Climate Element with completed workbook as Annex
- Create climate resilience goal and policy tables that crosswalks the Climate Element and the MJHMP
- FEMA Hazard Mitigation PRT

Phase 5: Adoption

We pride ourselves on distilling complex technical information into easy-to-understand, visually appealing reports. Cascadia's **internal quality control and design teams** will ensure that all project materials—and ultimately any final plans—are not just clear and concise, but engaging and inspiring, too. Following the review of the draft MJHMP, Climate Workbook, and Climate Element, our team will update all the drafts into a final plan, which will include a **final MJHMP with a completed Climate Workbook as an Annex**, and a **final Climate Element**. At the kick-off meeting, we will work with

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Clallam County to envision the format, objectives, and audience for the final deliverables. While we anticipate the Hazard Mitigation Plan and the Climate Element to be two distinct documents, we will make each plan **clear, concise, and visually engaging document**. While the exact layout of the plan will be subject to input from the client team, we anticipate it including the following key elements:

- **Executive summary:** A compendium of key plan elements, including vision, goals/targets, and strategies and actions.
- **Introduction and background:** This will describe the legislative background, historical context of climate planning in Clallam County, and opportunities for hazard mitigation planning and climate resiliency in Clallam County. This will explain the importance of the MJHMP and the Climate Element and how it was developed, summarize community engagement efforts.
- **Vision, goals, and KPIs:** This component will frame the document with the vision, goals, and key metrics of success for achieving those goals.
- **Strategies and actions:** We will describe overarching hazard mitigation strategies and climate change policies, including top priorities for the community as gathered through engagement efforts.
- **Appendices and/or Annexes:** In essence, we provide appendices to “show our work”. Appendices for the MJHMP can include the Climate Workbook, engagement summaries, and additional implementation considerations. Appendices for the Climate Element can also include our policy audit and gap analysis and additional climate vulnerability maps and information that provides the scientific basis for the Climate Element.

Following the finalization of the plan, our team will submit the updated MJHMP and PRT to Washington EMD electronically. We will work with the County to address any comments or questions from Washington EMD before the MJHMP is submitted to FEMA for formal review. If any comments are provided by FEMA, we will revise the MJHMP prior to local adoption by Clallam County and participating jurisdictions. In the past, we have completed plans that did not require revisions or required only minor revisions by FEMA prior to adoption, which is our goal for the Clallam County MJHMP. If revisions are necessary, we will work with Washington EMD and FEMA and perform all necessary follow-up tasks to ensure an “approvable pending adoption” (APA) determination.

Once the MJHMP has received an APA determination, our team will assist with presenting the final MJHMP to the Board of County Commissioners for adoption. As required by FEMA, the Clallam County Board of Commissioners and decision-making bodies of participating jurisdictions must formally adopt the MJHMP by resolution within one calendar year of receipt of FEMA APA designation. Our team will also provide draft language to support participating jurisdictions in adopting the MJHMP by resolution. After Clallam County and all participating jurisdictions adopt the MJHMP by resolution, Michael Baker will submit the final MJHMP to FEMA for final approval.

Phase 5 Deliverables:

- Final MJHMP, with a completed Climate Element Workbook as an Annex
- Hazard Mitigation Plan Update Adoption
- Completed climate resilience goals and policies via a final Climate Element

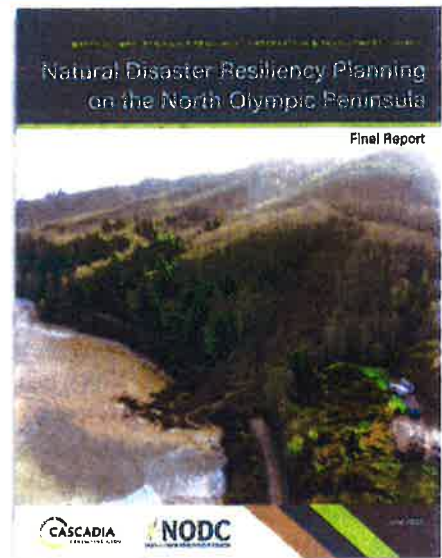


Figure 8. Cover of a Natural Disaster Resiliency Project, led by Cascadia in conjunction with NODC.

Phase 6: Project Management

Communication is a vital component of our commitment to quality. Clear, respectful, and proactive communication—both with our clients and with the constituents they serve—sets the basis for a successful project by making sure all stakeholders share the same understanding of a project’s purpose, goals, and roadmap. We always propose a **collaborative kick-off meeting with the client team and full consultant team**, at the start of any project. This helps ensure alignment from the project outset, establishes key team touchpoints along the way, defines roles and responsibilities, and sets the communication norms and frequency for coordinating and communicating as a team throughout the course of the project. The kickoff meeting will culminate in a detailed **project workplan and timeline** including key project milestones, outlined in **Smartsheet**, which our team will use to track the project’s progress and upcoming key decision-points for the work group, to adaptively manage any challenges that arise. These deliverable updates will be included in each monthly report.

Following the kick-off meeting, our Project Manager will communicate regularly with client staff to ensure that work progresses according to the agreed-upon timeline and quality standards. Focusing on clear and consistent communication enables us to adaptively manage our work along the way, pivoting quickly to **adjust to new project goals or navigate unforeseen challenges**. We are adept at collaborating with key staff and stakeholders in between meetings—such as ensuring folks follow through on action items or discussing potential sticking points to move to a consensus decision—to ensure that we are synced with the project team before meetings, have a clear plan for each meeting, and effectively utilize our time in meetings with the full work group.

Our Project Manager—Dr. Mary Ann Rozance—will also be available for check-in calls to have clear and consistent communication on progress. We typically recommend holding bi-weekly check-in meetings, but we will be flexible in increasing or decreasing the frequency of these meetings to match the workflow and need. We’ll hold these check-ins by phone or using whichever virtual meeting platform you prefer. We have strategically **chosen a project manager and deputy project manager structure** for this project to ensure that the client has constant, reliable, ready access to the consultant team, and that we can proactively manage the project to monitor, anticipate, and address issues early.

Phase 6 Deliverables:

- Bi-weekly check-in calls
- Monthly invoices, progress reports, and updates to project workplan

Projected Costs and Proposed Services

Our total **proposed budget for this project is \$369,535** inclusive of expenses. We've outlined the cost breakdown in the tables below and are happy to adjust the budget as needed to meet Clallam County's needs and priorities. We also recognize that Clallam County has been awarded a total of \$380,000 and are happy to discuss areas where we could bolster our activities—such as conducting additional engagement activities—during the contracting process.

Phase	Est. Hours	Cost
Phase 1. Project Initiation, Gap Analysis, Coordination, and Initial Recommendations	254	\$44,920
Phase 2. Design Updated HMP and Climate Element	552	\$109,290
Phase 3. Public Engagement	424	\$76,640
<i>Travel Expenses for In-person Engagement</i>	N/A	\$5,000
Phase 4. Vulnerability Assessment and Development of Climate Element and HMP	455	\$83,475
Phase 5. HMP and Climate Element Adoption	130	\$26,900
<i>Travel Expenses for Adoption Meetings and Presentations</i>	N/A	\$2,500
Phase 6. Project Management	102	\$20,710
Total	1,917	\$369,535

Key Staff	Hourly Rate	Est. Hours	Cost
Mary Ann Rozance	\$210	290	\$60,900
Kristina Zeynalova	\$175	293	\$51,275
Alyssa Rodriguez	\$155	146	\$22,630
Laura Baetscher	\$165	220	\$36,300
Mike Chang	\$235	104	\$24,440
David Reel	\$225*	112*	\$25,200*
Noelle Anderson	\$225*	112*	\$25,200*
Chelsea Kahn	\$225*	112*	\$25,200*
Michael Yaffe	\$225*	112*	\$25,200*
Jim Buck	\$225	92	\$20,700
Project Support	\$135	314	\$42,390
Graphics Support	\$260	10	\$2,600

* calculated using a blended rate



AGENDA ITEM SUMMARY

3a
FEB 06 2024

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

Department: Department of Community Development

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: February 6, 2024**

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

Item summary:

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

Executive summary: Clallam County recently republished an RFP soliciting professional services related to comprehensive planning. Proposals were due by 10:00 AM on 2-6-2024.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐ No budgetary impact anticipated at this time.

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

Open any RFP submissions and forward them to DCD for review and recommendation to the BOCC.

County Official signature & print name: Bruce Emery

A handwritten signature in blue ink, appearing to read "Bruce W. Emery", written over a horizontal line.

Name of Employee/Stakeholder attending meeting: Holden A. Fleming

Relevant Departments: Department of Community Development

Date submitted: January 31, 2024

* 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)

40

JAN 16 2024

REQUEST FOR PROPOSALS/QUALIFICATIONS

The Board of Commissioners is seeking proposals from interested parties to provide professional services related to the periodic update of Clallam County's comprehensive plan, integration of a new climate resiliency sub-element, and all related development regulations. Applicants should have experience with comprehensive plans, community engagement strategies, climate resiliency planning, development regulations, and relevant RCWs

Proposals must be received in the Board of County Commissioners by 10:00 a.m., February 6, 2024.

The sealed proposals must be clearly marked on the outside of the envelope, "Proposal – Comprehensive Plan Update Services." Address proposal to: Clallam County Board of County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to the above referenced address. Documents delivered to other offices and received late by the Board of County Commissioners will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

An informational packet on preparing a proposal may be obtained Monday through Friday, from 8 a.m. to 4:30 p.m., from the Department of Community Development, 223 East 4th Street, Suite 5, Port Angeles, Washington 98362, by calling 360.417.2420, or from the www.clallamcountywa.gov home page under the Current Issues tab.

Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 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.

PASSED this 16 day of Jan. 2024

ATTEST:


Loni Gores, Clerk of the Board

BOARD OF CLALLAM COUNTY COMMISSIONERS


~~Mark Ozias, Chair~~ Mike Fark, chair

Publish: January 19 & 26, 2024
Bill: Department of Community Development

