



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, February 1, 2021 – 8:00 a.m.

****ATTENTION****

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

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

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

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

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

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

Modification

Modification - To add item 14 - submitted on 1-29-21 

Administration - 9 a.m.

1. Calendar/Correspondence
2. Peninsula Dispute Resolution Center discussion – wake boat and other potentially-divisive topics

Discussion 

3. Discussion on District Court I federal grants for Therapeutic Courts

Discussion 

4. Contract amendment Peninsula Community Health Services for support to assist HHS Care Navigator with state opioid response

Contract amendment 

5. Agreement with Washington State Administrative Office of the Courts reimbursement of attorney and court visitor appointments in accordance of the Uniform Guardianship Act – minor guardianship cases

Agreement 

Public Works

6. Pre-application questionnaire with Washington State Department of Transportation for the National Highway Performance Program (NHPP)

Pre-application questionnaire 

7. Agreement with Green Crow Timber, LLC for Olympic Discovery Trail

Agreement 

Community Development

8. Briefing and notice of hearing to be held Tuesday, February 23, 2021 at 10:30 a.m. regarding a proposed Ordinance amending Chapter 21.01 Building and Construction Code

Briefing and notice of hearing 

Board of Commissioners

9. Conservation Futures Program Advisory Board applicants

Discussion 

10. Resolution appointing LaTrisha Suggs, Christopher Burns, Lisa Law to the Marine Resources Committee

Resolution 

11. Resolution appointing Johanna Bartee to the Opportunity Fund Board

Resolution 

12. Resolution appointing LaTrisha Suggs to the Solid Waste Advisory Committee

Resolution 

13. Resolution appointing John Hunter to the North Pacific Coast Marine Resources Committee

Resolution 

14. Added: Discussion and next steps on Outreach Regarding Regional State Re-Opening Plan and Proposed Regional Health District Legislation

Modification - To add item 14 - submitted on 1-29-21 

General Discussion/Items for Future Agendas

- A. Continued Work Session – HB1406 discussion (February 8 at 1 p.m.)
- B. Commissioners Conversation Meeting – Topic TBD (March 1)
- C. Continued Work Session – USDA Forest Service discussion (March 8 at 1 p.m.)

- D. Charter Review Commission recommendation (March 15)
- E. Department of Natural Resources quarterly report (March 15 at 1 p.m.)
- F. Noise Ordinance (TBD)

EXECUTIVE SESSION

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

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

MEMORANDUM

LONI GORES
Clerk of the Board

January 29, 2021



TO: Board of Commissioners, Administrator Sill

RE: Work Session and Regular Agenda Modification(s)

FILE: A14.09.18

- Item 14 is added to the February 1 work session agenda:

BOARD OF COMMISSIONERS

- 14 Discussion and next steps on Outreach Regarding Regional State Re-Opening Plan and Proposed Regional Health District Legislation

- Item 1d is added to the February 2 regular agenda:

CONSENT AGENDA

- 1d Letter on Outreach Regarding Regional State Re-Opening Plan and Proposed Regional Health District Legislation
(Copy of letter will be drafted and uploaded Monday, February 1 if BOCC decides at work session to move forward with sending a letter)



AGENDA ITEM SUMMARY

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

2
2/1/21

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 2-1-21

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Peninsula Dispute Resolution Center Discussion:

The BOCC is considering partnering with the Peninsula Dispute Resolution Center to facilitate a conversation between residents and users of Lake Sutherland on the topic of wake boats in an attempt to support a mediated and mutually-agreeable outcome to this divisive topic. There may be other times where skilled facilitation and mediation could help us achieve positive and citizen-driven outcomes. The purpose of today's discussion will be to determine whether to engage Peninsula Dispute Resolution Center specifically around the topic of wake boats at Lake Sutherland, and then more generally how we might be able to partner with this local non-profit organization to assist with more meaningful public engagement around other potentially-divisive topics.

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

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

Discussion and next steps.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners, Sheriff's Office, Department of Community Development

Date submitted: January 26, 2021

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

Wake Boats 2-1-21.docx
Revised: 3-04-2019



3
2/1/21

AGENDA ITEM SUMMARY

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

Department: District Court I

WORK SESSION ☒ **Meeting Date:** 02/01/21

REGULAR AGENDA ☐ **Meeting Date:**

Required originals approved and attached? ☐

Will be provided on:

Item summary:

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

Documents exempt from public disclosure attached: ☐

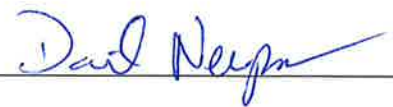
Executive summary:

Discuss application of Federal Grants that may become available for Therapeutic Courts in the next few months. We would like to review the expectation and criteria of the County to apply for one or more of these grants in the near future.

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

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

No action at this time.

County Official signature & print name: David Neupert 

Name of Employee/Stakeholder attending meeting: Keith Wills

Relevant Departments: District Court I

Date submitted: 01/27/21

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



AGENDA ITEM SUMMARY

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

4
2/1/21

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** February 1, 2021

REGULAR AGENDA ☒ **Meeting Date:** February 9, 2021

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11301-21-SPOKE | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Client Service Contract Amendment between Peninsula Community Health Services and Clallam County Health and Human Services. This contract amendment will allow continue support to help assist HHS Care Navigator with the State Opioid Response. The contract adds funding in the amount of \$45,420.82.

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?)

Review and move to regular BOCC meeting for final approval.

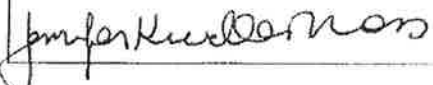
County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: January 27, 2021

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

 Peninsula Community Health Services		CLIENT SERVICE CONTRACT AMENDMENT HUB MAT Services State Opioid Response		PCHS Contract Number: 2020-013-CCHHS	
This Contract is between Peninsula Community Health Services (PCHS) and the Contractor identified below.				Program Contract Number: 30 Contract Number: 2020-013-CCHHS	
CONTRACTOR NAME Clallam County Health & Human Services			CONTRACTOR doing business as (DBA) Clallam County Health & Human Services		
CONTRACTOR ADDRESS 111 East 3 rd Street Port Angeles, WA 98362			WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 054004559		EMPLOYER INDEX NUMBER 91-6001298
CONTRACTOR CONTACT Kevin LoPiccolo	CONTRACTOR TELEPHONE 360-417-2523	CONTRACTOR FAX 360-452-9605	CONTRACTOR E-MAIL ADDRESS klopiccolo@co.clallam.wa.us		
PCHS DEPARTMENT Finance		PCHS CONTRACT CODE 2020-013-CCHHS		PCHS REVENUE SOURCE CODE 8033	
PCHS CONTACT NAME AND TITLE Joel Emery Chief Financial Officer		PCHS CONTACT ADDRESS PO Box 960 Bremerton, WA 98337			
PCHS CONTACT TELEPHONE 360-475-6710		PCHS CONTACT FAX 360-373-2096		PCHS CONTACT E-MAIL ADDRESS jaemery@pchswb.org	
IS THE CONTRACTOR A SUBRECEIPIENT FOR THE PURPOSES OF THIS CONTRACT? ☒ Yes ☐ No				CFDA NUMBER(S) 93.788	
CONTRACT START DATE 09/30/2020		CONTRACT END DATE 09/29/2021		CONTRACT MAXIMUM AMOUNT \$45,420.82	
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: ☒ Exhibits (specify): No Exhibits ☐ Exhibits (specify): Exhibit A – Data Security Requirements					
The terms and conditions of the Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract and have the authority to execute this Contract. This Contract shall be binding by PCHS only upon signature by PCHS.					
CONTRACTOR SIGNATURE 		PRINTED NAME AND TITLE Jennifer Kreidler-Moss, CEO		DATE SIGNED 12/24/2020	

Approved as to form only


 David Alvarez, Chief Civil DPA

PCHS Special Terms and Conditions

This Contract between Peninsula Community Health Services and the Contractor is hereby amended as follows:

1. Amend the Contract by adding \$45,420.82.
2. The following definitions are added Definitions Specific to Special Terms:
 - a. "GPRA" means Government Performance Results and Modernization Act. Grantees must comply with the GPRA Modernization Act of 2010
 - b. "HCA" mean the Washington State Health Care Authority and its employees and authorized agents
3. Performance Work Statement is amended by deleting subsection b. and replacing it with (a) below:
 - a. Monitoring and ensuring MOUD is initiated to a minimum of 216 unique or transfer patients no later than September 29, 2021
4. Data Collection Requirements include:
 - a. Spokes are required to have staff collect data on all individuals receiving services at the Initiation Site (and subsequent MOUD services received). The data collection consists of multiple individual interviews and a participant log.
 - b. Participant interviews are based on the GPRA Client Outcome Measures Tool. Spoke staff will conduct face-to-face interviews and compile answers. Spoke staff must collect survey data at four points for each individual served:
 - i. Intake: GPRA Baseline interview is to be completed within three days with every individual who begins MOUD at a facility in your network.
 - ii. Three-month follow-up: completed from one month before the two months after the scheduled follow-up date, regardless of the individual's discharge status. Spokes failing to complete 80 percent of follow-up surveys must submit corrective action plans and demonstrate improved performance.
 - iii. Six-month follow-up: completed one month before the two months after the scheduled follow-up date, regardless of the individual's discharge status. Spokes failing to complete 80 percent of follow-up surveys must submit corrective actions plans and demonstrate improved performance.
 - iv. Discharge: to be completed within 15 days for all individuals leaving treatment. Administrative discharges (without interviews) are required for those lost to follow-up.
 - c. GPRA Client Outcome Tool Implementation Delay: There will be a delay implementation of the GPRA tool. Spokes will not be considered out of compliance during the delay period.
5. Deliverables:

Deliverables Table 9/30/2020 – 9/29/2021		
	Deliverable	Due Date
1	Monthly reports to PCHS Hub & Spoke data coordinator including updates on progress and number of unique individuals served, and monthly reports to PCHS Medical Director, including compiled data of spoke referrals and services.	Due by the 10 th day of the month following the month in which the services were provided.
2	Provision of services such that the total Hub and all Spokes serve a minimum of 18 unique individuals per month (18 per month x 12 = 216 unique patients) through September 29, 2021.	Due by the last day of the service month.
3	If for any month the Hub & Spokes do not, in total, serve 18 unique individuals, the Contractor shall make every effort to, by the end of the contract period adjust for the month(s) of not achieving 18 individuals so that by the end of the grant contract the Hub & Spokes in total serve 216 unique patients.	Due by the last day of the grant contract, September 29, 2021.
4	Patient retention was maintained in treatment at ninety (90) days at a base rate of 41% or within a two percent (2%) variance from this base rate. Rate verified by RDA.	September 29, 2021

6. Amend the Contract Special Terms and Conditions:
 - a. Federal Award Identification for Subrecipients (reference 2 CFR 200.331)—WA-SOR addresses the Opiate Epidemic by increasing treatment and prevention activities

(i) Sub-recipient name (which must match the name associated with its unique entity identifier);	Clallam County Health & Human Services
(ii) Sub-recipient's unique entity identifier; (DUNS)	075739235

PCHS Special Terms and Conditions

(iii) Federal Identification Number (FIN);	91-6001298
(iv) Federal Award Date (see §200.39 Federal award date);	08/27/2020
(v) Sub-award Period of Performance Start and End Date;	09/30/2020 to 09/29/2021
(vi) Amount of Federal Funds Obligated by this action;	\$45,420.82
(vii) Total Amount of Federal Funds Obligated to the sub-recipient;	\$45,420.82
(viii) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	WA-SOR addresses the Opiate Epidemic by increasing treatment and prevention Activities
(ix) Federal award name and number	Washington State Opioid Response (SOR) Grant 1H79TI083286-01
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,	SAMHSA, PCHS, Joel Emery, CFO PO Box 960 Bremerton, WA 98337 jaemery@pchsweb.org
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	93.788
(xii) Identification of whether the award is R&D; and	☐ Yes ☒ No
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	de minimis (10%) ☒ Yes ☐ No

All other terms and conditions of this contract remain in full force and effect.

Washington State - SOR Hub and Spoke Budget
Clallam County Health and Human Services - Spoke
2020 - 2021 SPOKE Budget
09/30/2020 - 09/29/2021

[illegible]



AGENDA ITEM SUMMARY

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

5
2/1/21

Department:

Superior Court

WORK SESSION

☒ Meeting Date: 2/01/21

REGULAR AGENDA

☒ Meeting Date: 2/09/21

Required originals approved and attached? ☒

Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract #861.21.002 (Agreement IAA21635)

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Superior Court is asking for approval of an Interagency Agreement between the Washington State Administrative Office of the Courts (AOC) and Clallam County Superior Court for the purpose of reimbursement of attorney and court visitor appointments in accordance of the Uniform Guardianship Act implemented by the State as of January 1, 2021, in connection with minor guardianship cases.

The total amount of the contract reimbursement is \$16,000 for the time period of January 1, 2021, through June 30, 2021.

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

The court is asking for funds in the amount of \$16,000 be entered into our 2021 budget in support of the costs specifically associated with UGA appointments for court cases.

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

Please approve our request.

County Official signature & print name:

Brian Bank

Name of Employee/Stakeholder attending meeting:

Lacey Fors

Relevant Departments:

Superior Court

Date submitted:

1/22/21

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

Agenda Item Summary - UGA Interagency Agreement 2021.docx

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

Revised: 3-04-2019

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

INTERAGENCY AGREEMENT - IAA21635
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
CLALLAM COUNTY SUPERIOR COURT
(861.21.002)

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Clallam County Superior Court, for the purpose of reimbursing the Clallam County Superior Court (Court) for attorney appointments under RCW 11.130.200(5) and court visitor appointments under RCW 11.130.195(4).

1. DEFINITIONS

For purposes of this contract, the following definitions apply:

- a) "Attorney appointed for a parent" means an attorney appointed under RCW 11.130.200(5).
- b) "Court visitor" means a person appointed under RCW 11.130.195(4).
- c) "UGA appointment services" means attorneys appointed for a parent under RCW 11.130.200(5) and court visitors as appointed under RCW 11.130.195(4).

2. PURPOSE

The purpose of this Agreement is to partner with individual local courts in providing UGA appointment services.

3. DESCRIPTION OF SERVICES TO BE PROVIDED

- a) The Court will ensure that the funding under this contract is used only for reimbursement of costs paid to attorneys appointed for a parent or court visitors. Other costs are not eligible for reimbursement, including but not limited to: judicial officer time, administrative costs (overhead or indirect), court staff time, etc. No prepayment will be made under this Agreement.
- b) The Court agrees to provide a bimonthly report on UGA appointment services cost and usage data. At a minimum, this reporting will include:
 - 1) Case numbers.
 - 2) Purpose of appointment (attorney appointed for a parent or a court visitor), including to whom counsel was provided; and
 - 3) Amount billed per party.
- c) In addition, the Court agrees to report any expected surplus for revenue sharing to AOC by July 26, 2021, and to provide any request for revenue sharing by July 26, 2021 for prioritization by the SCJA.
- d) The Court may elect to pay for UGA appointment services that are not in accordance with the provisions of this agreement; however, such payments will not be reimbursed.

4. PERIOD OF PERFORMANCE

Performance under this Agreement begins **January 1, 2021**, regardless of the date of execution, and ends on **August 31, 2021**.

5. COMPENSATION

- a) The Court may be reimbursed a maximum of **\$16,000** for UGA appointment services costs incurred during the period of January 1, 2021 to June 30, 2021. No reimbursement will be made under this Agreement for UGA appointment services incurred after June 30, 2021, and any reimbursement beyond this amount will be denied.
- b) If this agreement is terminated, the Court will only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- c) The Court will submit its A-19 invoices monthly or bimonthly to:
ReimbursementProgram@courts.wa.gov. Forms A-19 submitted under this agreement must include:
 - 1) Billing reports from attorneys and visitors whose costs are being reimbursed, including hours billed and services provided; and
 - 2) Payment documents from the Court indicating case number; amount paid, and payee.
- d) Data required in 3b above must be submitted electronically to the AOC in conjunction with the bimonthly invoice.
- e) Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed data report.
- f) The Court must maintain sufficient backup documentation of expenses under this Agreement.
- g) The AOC, upon consultation with the SCJA and after May 1, 2021, may initiate revenue sharing and reallocate funding among courts as prioritized by the SCJA. If such adjustments are made, Court will be notified by letter and e-mail from AOC, and such a letter will be attached to this agreement as Addendum A.

6. TREATMENT OF ASSETS AND PROPERTY

The AOC is the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement are "works for hire" as defined by the U.S. Copyright Act of 1976 and are owned by the AOC. Data includes, but is not limited to: reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of "works for hire," the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, must be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license is limited to the extent which the Court has a right to grant such a license. The Court must advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC must receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC reserves the right to modify or remove any restrictive markings placed upon the data by the Court.

8. INDEPENDENT CAPACITY

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

9. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

10. RECORDS, DOCUMENTS, AND REPORTS

The Court must maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records are subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

11. RIGHT OF INSPECTION

The Court will provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

12. DISPUTES

Disputes arising under this Agreement will be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel will thereafter decide the dispute with the majority prevailing. Neither party has recourse to the courts unless there is a showing of noncompliance or waiver of this section.

13. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties are liable only for performance

rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

14. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

15. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent may not be unreasonably withheld.

16. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

17. SEVERABILITY

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

18. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Program Manager
Heidi Green Senior Policy Analyst PO Box 41170 Olympia, WA 98504-1170 Heidi.green@courts.wa.gov (360)704-1932	Lacey Fors Court Administrator 23 E 4th St Ste 8 ort Angeles, WA 98362-3015 fors@co.clallam.wa.us (360) 417-2386

19. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts

Court

Signature

Date

Signature

Date

Ramsey Radwan

Name

BRENT BASDEN

Name

Director, MSD

Title

Judge

Title

Signature

Commissioner

Date

Approved as to form only

David Alvarez

David Alvarez, Chief Civil DPA



AGENDA ITEM SUMMARY

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

6
2/1/21

Department: Public Works-Road Division

WORK SESSION ☒ **Meeting Date:** February 1, 2021

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Public Works-Road Division would like to apply for National Highway Performance Program (NHPP) federal funding thru the WA. State Dept. of Transportation for pavement rehabilitation (e.g., asphalt overlay) of Airport Road. Airport Road is an urban arterial located within the western Port Angeles Urban Growth Area (PAUGA). It is approximately 0.68 miles in length with the north 0.11 miles (from Duval Place to W. Edgewood Drive) located inside the city limits. The last significant resurfacing (chip seal) of this road was done 20-years ago. For more details, see the attached pre-grant application information form and project location map.

The NHPP federal funding is for preserving roadways that are part of the National Highway System (NHS). Airport Road is the only County managed road segment that is part of the NHS and eligible for the NHPP federal funding. This road provides a key direct connection between US 101 and the main entrance to William Fairchild International Airport and surrounding industrial lands and businesses.

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 match is required for the NHPP federal funding. Funds are available at 100%.

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

The Department recommends the Board authorize the County Administrator to sign the Clallam County Grant Pre-Application Questionnaire Form to support preparation and submittal of the NHPP grant application.

County Official signature & print name:

Mary Peterson for Ross Tyler
Mary Peterson

Name of Employee/Stakeholder attending meeting: Steve Gray

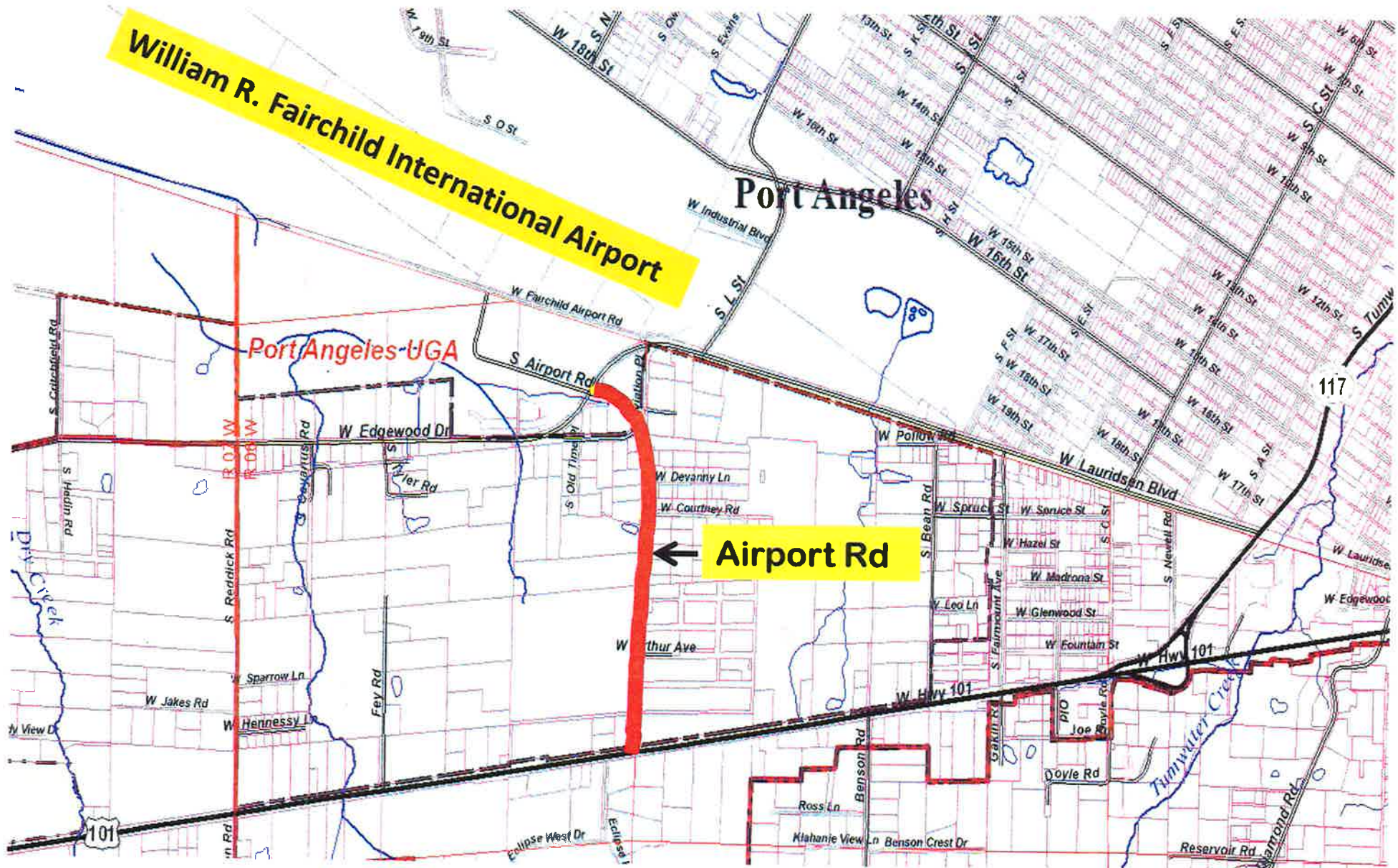
Relevant Departments: Public Works-Road Division

Date submitted: January 27, 2021

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

BOCCAagenda_Pre-App (2-1-21)
Revised: 3-04-2019

Airport Road



Clallam County

Grant Application Information

DEPARTMENT: **Public Works/Roads**

DATE SUBMITTED TO W/S: **2/01/21**

GRANT NAME: **NHPP Federal Funding**

APPLICATION DEADLINE: **2/08/21**

ISSUING AGENCY: **WSDOT**

IS THIS A RENEWAL? **No**

LENGTH OF GRANT: **2 years**

RENEWAL POSSIBLE? **No**

TOTAL AWARD: **Est. \$600 to 800K**

ANNUAL AMOUNT :

MATCH REQUIRED? **No**

MATCH AMOUNT: **N/A**

DESCRIPTION OF GRANT AND PURPOSE:

The grant source is the National Highway Performance Program (NHPP) federal funding through the Washington State Department of Transportation (WSDOT). This funding is for preserving roadways that are part of the National Highway System. The objective of the program is to highlight the importance of preserving the roadway system by incentivizing agencies to use asset management strategies that provide cost-effective solutions to maximize the life expectancy of a roadway. The NHPP is a competitive grant that provides 100% funding (no match required) for eligible roads and projects.

The NHPP federal funding is for preserving roadways that are part of the National Highway System (NHS). Airport Road located in the western Port Angeles Urban Growth Area is the only County-managed road segment that is part of the NHS and eligible for the NHPP federal funding. This road provides a key direct connection between US 101 and the main entrance to William Fairchild International Airport and surrounding industrial lands and businesses. This important linkage is why Airport Road is classified as part of the NHS.

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

The last major resurfacing of Airport Road was 20-years ago. Airport Road is an urban arterial that is approximately 0.68 miles in length with the north 0.11 miles (from Duval Place to W. Edgewood Drive) located inside the city limits. The proposed project is for the pavement resurfacing and rehabilitation of the full length of Airport Road. For the 0.57 mile County segment, the proposed project would entail pre-level work with hot mixed asphalt (HMA) to establish a desired crown for drainage followed by a 3-inch HMA overlay. The project also supports a similar HMA overlay for the 0.11 City segment, but also additional pavement rehabilitation due to more degraded pavement conditions in this road section. The proposed HMA overlay versus current chip seal surface is the preferred surface given the traffic volumes and significant truck traffic on Airport Road.

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

Preserving and maintaining public roads managed by Clallam County is a primary mission and a core function of the Public Works-Road Division.

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

The proposed project does not increase or add a new service. Preserving and maintaining Airport Road is a current responsibility of the Public Works – Road Division.

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

The desired project outcome and measure of success would be the resurfacing of the ~ 0.68 mile length of Airport Road.

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

No. The preservation and maintenance of County-managed roads such as Airport Road is a current responsibility of the Public Works - Roads Division.

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

No matching funds are required.

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

The proposed project will be fully managed by the Public Works - Road Division.

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

No new positions would need to be added for this project.

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

Yes

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

Airport Road will require re-paving in the future regardless if receive any grant funding is received to support preservation efforts. Grant funding reduces burden on limited local road funds available to support County road maintenance and preservation efforts.

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

It is not known at this time if indirect costs are allowed.

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

No

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

If selected for an award, a budget supplemental amendment for the grant revenue would be submitted.

OTHER COMMENTS

A short segment of Airport Road (~ 0.11 miles) between Duval Place and West Edgewood Road is located in the City of Port Angeles. The City Engineer supports this project and letter of support from the City is anticipated to be included in the application.

ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

Rich Sill, ADMINISTRATOR

APPROVAL

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



AGENDA ITEM SUMMARY

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

Department: Public Works/Road

WORK SESSION ☒ Meeting Date: 02/01/2021

REGULAR AGENDA ☒ Meeting Date: 02/09/2021

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 101-21-003 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Clallam County had an ODT Adventure Route license covering a portion of the Adventure Route on Green Crow lands. This license expired on 12/1/2020 and the geographic region this license was germane to has since been exchanged with the DNR. There is still one small area that was not part of the original license agreement from Green Crow that has a small portion of the Adventure Route upon it. Green Crow is willing to renew the license to 12/31/31 under mostly its original terms and at no cost to the County. The original agreement had the County placing motorcycle barriers and those are being removed from the Adventure Route due to safety concerns and that provision has been removed from the new agreement.

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

None

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

That the Commissioners review, approve and sign this agreement.

County Official signature & print name: Mary Peterson for Ross Tyler, P.E.

Name of Employee/Stakeholder attending meeting: Linda Capps

Relevant Departments: Road

Date submitted: 1/25/21

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

2021 Agenda IS ODT Adventure Rte Green Crow

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

Revised: 3-04-2019

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

101-21-003

OLYMPIC DISCOVERY TRAIL AGREEMENT

THIS OLYMPIC DISCOVERY TRAIL AGREEMENT (this "Agreement") is made and entered into on this 21st day of January, 2021 and between Green Crow Timber LLC, a Washington limited liability company ("Green Crow"), whose address is 703 East 8th St., PO Box 2469, Port Angeles, WA 98362-3676, and Clallam County, a municipal corporation ("County"), whose address is 223 East 4th Street, Suite 6, Port Angeles, WA 98362-3015.

Recitals

To assist it in completing the trail network for the Adventure Route Segment of the Olympic Discovery Trail (Trail), County wishes to obtain a license over and across real property owned by Green Crow located approximately as shown on the maps attached hereto as Exhibit A to allow members of the public to use the Trail for non-motorized, recreational trail purposes. The off-road portions of the Trail are constructed to a 3 foot wide tread, full bench trail standard with a brush clearing width of 8 feet in order to accommodate equestrians, hikers and mountain bikers. Green Crow wishes to grant such a license to the County in consideration of and subject to the covenants, conditions and agreements contained herein.

NOW, THEREFORE, Green Crow and the County agree as follows:

1. GRANT: RELEASE AGREEMENTS: USE OF TRAIL ON OTHER LAND:

Green Crow hereby grants to the County, upon the terms and conditions hereinafter set forth, a non-exclusive license to use the Trail for the duration of the Term, for the sole purpose of (i) allowing non-motorized, recreational trail use of the Trail by members of the public and (ii) allowing the County and its employees, agents and contractors, to enter upon the Trail as reasonably required to perform the County's obligations under this Agreement.

The County shall monitor the use of the Trail by members of the Trail Using Public ("Trail Using Public" is any member of the public that accesses the Trail or Roads used by the Trail from County controlled access points for the purpose of non-motorized recreation) and shall use appropriate enforcement methods with members of the Trail Using Public when need arises to encourage use of the Trail in a safe and orderly manner, in compliance with the terms and conditions of this Agreement and also encourage the Trail Using Public to follow all safety signs, and all laws, rules and regulations. The County shall make reasonable efforts to inform members of the Trail Using Public of the terms and conditions of this Agreement relating to the use of the Trail, including, without limitation, that use of the Trail by members of the public is for the sole purpose of non-motorized recreational trail use. The County will install "No Motorized Vehicles" signs on each end of the Trail where it crosses a road to limit motorized use of the trail. The County will use signage at Trail access points and along the Roads used by the Trail to discourage any members of the public from using motorized vehicles on the Trail or Roads used by the Trail, or interfering with Green Crow's use of the Roads for log hauling or other purposes, or otherwise violating the terms and conditions of this Agreement, or any traffic or safety signs, or any laws, rules and regulations. Green Crow shall have the right, in addition to any other remedy it may have under this Agreement or at law or in equity, after notifying the County and allowing the County 30 days to correct the problem, to close the Trail or such portions thereof as Green Crow determines is appropriate to use by members of the Trail Using Public if Green Crow finds that the County is not making diligent attempts to control motorized use of the Trail and Roads used by the Trail from access points under County control by use of mechanical barriers at County controlled access points, signage and appropriate enforcement methods with violators. In the event Green Crow closes the Trail or Roads used by the Trail or any portion thereof and so notifies the County, the County shall make reasonable efforts to so inform members of the public and to prevent such use by members of the public.

The Trail passes through land owned by Green Crow, and the County assumes the risk and accepts full responsibility for the use of the Trail by members of the Trail Using Public pursuant to this Agreement. Green Crow shall not have any duty to post warning signs along the Trail or to improve, maintain or repair the Trail or keep the Trail open. The term "Trail" as used herein pertains solely to those Trail segments shown on Exhibit A that

are located on Green Crow's property. Green Crow makes no representation or warranty whatsoever concerning the availability of the other portions of said Trail for use by the County in connection with the Olympic Discovery Trail. It is the County's sole responsibility and obligation to obtain the necessary permits, authorizations and/or rights-of-way from other land owners or third parties that may be necessary for the County to lawfully use any other portion of said Trail for the Olympic Discovery Trail. The County shall defend, indemnify and hold Green Crow and the other Indemnified Parties (defined below) harmless from and against all claims made by other land owners or third parties arising out of or relating to the use of the Trail by members of the Trail Using Public or otherwise in connection with the Olympic Discovery Trail.

2. TERM OF AGREEMENT: This Agreement shall expire on December 31, 2031, unless sooner terminated as provided below (the period from the date of this Agreement to December 31, 2031, being herein called the "Term").

3. NO FEES FOR PUBLIC USE: The County is not being assessed any fees or charges by Green Crow for the grant of this license. The County shall make the Trail available for use by members of the Trail Using Public, subject to and in accordance with the requirements and conditions contained in this Agreement, without requiring payment of any fee or other charge for such use. The County and/or Green Crow may impose such reasonable rules, restrictions, regulations and requirements on use of the Trail by members of the public as (i) are consistent with the requirements and conditions of this Agreement, or (ii) are determined by such party to be appropriate to ensure the safe and proper use of the Trail by members of the public so that members of the public do not create a danger to themselves or to others or damage Green Crow's property or interfere with Green Crow's activities.

4. AS IS Condition: Green Crow is making the land occupied by the Trail available pursuant to this Agreement on an "as is" basis. Green Crow makes no representations or warranties to the County or members of the public about the suitability or safety of the Trail for the permitted use or for any use whatsoever. Green Crow shall have no obligation to ascertain the safety of the Trail for the permitted uses or to make any improvements to or issue any warnings concerning safety issues related to the use of the Trail by members of the Trail Using Public. The County understands and assumes the risk, on its own behalf and on behalf of its employees, agents and contractors and members of the Trail Using Public, that the Trail crosses Roads that may be used by Green Crow and its permittees for commercial hauling of timber and other natural resources. The County shall make reasonable efforts to provide notice of such log hauling use of the Roads to members of the public. The County shall post signage along the Roads in locations acceptable to Green Crow warning that the Roads are primitive and used for commercial timber hauling purposes and notifying the members of the public that they enter upon such Roads at their own risk.

5. MAINTENANCE: The County acknowledges the condition of the land through which the trail will be constructed and accepts this condition "AS IS" with all inherent risks. The County acknowledges that the Trail area may be subject to unstable soil conditions on or in their vicinity. The County shall be responsible for the cost of repairing any damage to the Trail arising from the use of the Trail by the County or members of the Trail Using Public. Maintenance, repair, construction or widening of the Trail by the County shall be permitted by Green Crow's without prior written consent as long as it is consistent with maintaining the minimum width of Trail clearing and tread width/condition. The County shall, at its own cost and expense, routinely and regularly (and promptly on request by Green Crow) pick up and remove all trash, litter, and debris on or along the Trail resulting from the use thereof by members of the Trail Using Public.

The county is solely responsible for the safety of the Trail with respect to the use of the Trail by the County or members of the Trail Using Public. Except during periods when the County is conducting permitted maintenance and repair work on or along the Trail or in case of emergency, the County shall not park vehicles on or along the Roads near the Trail or on any portion of Green Crow's property in the vicinity of the Trail. The County shall not allow any members of the Trail Using Public to park vehicles on or along the Roads near the Trail or on any portion of Green Crow's property in the vicinity of the Trail. The County shall provide a towing service, at the County's expense, and promptly cause any unauthorized vehicles parked on or along the Roads or any other portion of Green Crow's

property to be towed off-site. The County shall not enter or permit any members of the public to enter onto any portion of Green Crow's property except the Roads for non-motorized recreational trail use in accordance with the terms of this Agreement.

The County shall post the Trail with the following signs: "NO SMOKING", "NO CAMPING", "NO FIRES", and "NO PARKING", "NO RECREATIONAL VEHICLE USE" and/or such other signs as Green Crow may reasonably require at intervals as designated by Green Crow in both directions along the major access points to the Trail, such signs to be of a size and in such form as Green Crow may approve. The County shall remove the signs erected pursuant to this paragraph on the request of Green Crow.

6. **COMPLIANCE:** The County is fully responsible for use of the Trail by members of the Trail Using Public in compliance with the terms of this Agreement. The County understands and agrees that the use of the Trail by the County, its employees, agents, and contractors, and members of the Trail Using Public (collectively, "County's Responsible Parties") shall be conducted in compliance with all the laws of the United States, the State of Washington and applicable laws, regulations, permits and approvals, including, without limitation, fire and environmental regulations. Use of the Trail by the County and County's Responsible Parties shall be in compliance with such reasonable traffic signs, rules, regulations and restrictions as Green Crow may impose, and shall not be exercised so as to unreasonably interfere with the use of the Trail by Green Crow or its permittees or any third party having the right to use the Trail.

7. **GREEN CROW'S RIGHT TO CLOSE TRAIL:** Green Crow and its permittees shall have the right to temporarily close the Trail or Roads near the Trail or designated portions thereof for the purpose of conducting commercial log hauling or repair/maintenance operations thereon by giving at least seven (7) days' prior written notice to the County; such temporary closures shall continue for the duration of such operations until such time as Green Crow notifies the County that such operations have been completed; provided, however, that in the case of an emergency repair, Green Crow may effect a closure on less than seven (7) days' notice.

If Green Crow, in its sole discretion, determines that the Trail or Roads near the Trail or any portion thereof is unsafe due to slides, floods, poor road conditions or inclement weather conditions or that there is an unacceptable risk of forest fire on any portion of the property on which the Trail and Roads near the Trail or any portion thereof is located due to humidity levels or other fire danger conditions, Green Crow may restrict, condition or suspend use thereof by the County and members of the public until such unsafe conditions are satisfactorily resolved. With respect to use of the Trail or Roads near the Trail by the County or members of the public, Green Crow shall not have any duty or obligation to monitor the Trail or Roads as to their safety or condition nor to maintain or repair the Roads.

8. **FIRE PREVENTION:** **The Trail is located in or adjacent to commercial forests and brush areas and there is a high level of risk of forest fire under certain weather conditions. If a forest fire occurs in connection with the use of the Trail by the County or County's Responsible Parties, the County shall be strictly liable for all damages, injuries, losses and expenses arising from or related thereto, including, without limitation, the cost of fighting and suppressing the fire, damage to timber and natural resources, other property damage, and claims for personal injuries and death, and the County shall defend, indemnify, and hold Green Crow and its partners, officers, employees, agents, representatives, licensees, permittees, contractors, successors and assigns (collectively, "Indemnified Parties") harmless from and against all such damages, injuries, losses, expenses and claims, provided that Green Crow is liable for claims, injuries or damages resulting from the sole negligence of Green Crow or its agents or its employees as provided for in Section 10 of this agreement.**

The County recognizes and shall cause County's Responsible Parties to recognize that fire prevention and fire safety are of paramount importance in connection with the use of the Trail and Roads near the Trail. The County shall use reasonable efforts to inform and emphasize to all members of the public using the Trail of the importance of fire prevention and the risk of open fires, matches and careless smoking practices. The County shall use and inform the County's Responsible Parties to use the utmost diligence and precaution to

prevent fires from starting on the Trail or adjacent property or from spreading on, onto or from the Trail or any adjacent property. The County and County's Responsible Parties shall comply with all relevant federal, state and local laws, permits and regulations and reasonable requirements of Green Crow with respect to fire prevention and control. In the event of any such fire of which the County is aware, the County shall promptly notify Green Crow's representative and its forestry headquarters office in Port Angeles, Washington, phone 360-452-3325, and the State of Washington Department of Natural Resources of any fires in the immediate area.

The County shall use reasonable efforts to prohibit County's Responsible Parties from building fires or using firearms, fireworks, explosives, or other incendiary devices on or along the Trail or adjacent property.

Notwithstanding anything in this Agreement to the contrary, at such time as the Washington State Department of Natural Resources issues an Industrial Fire Precaution Level 4 General Shutdown Designation ("Shut Down Designation") affecting all or any portion of the property on which the Trail or any portion thereof is located, (i) the license to use the Trail (or applicable portion thereof) granted herein shall automatically cease and be suspended for the duration of the Shut Down Designation, (ii) Green Crow shall be entitled to gate the Trail or Roads accessing the Trail or applicable portions thereof, lock any gates and otherwise close the Trail or applicable portions thereof in such manner as it shall determine in its sole discretion, (iii) the Trail or applicable portions thereof shall not thereafter be used by the County or members of the public for the duration of the Shut Down Designation, and (iv) the County shall immediately make reasonable efforts to notify members of the public of the closure of the Trail or applicable portions thereof and cause any members of the public currently using the Trail or applicable portions thereof to immediately remove themselves from the Trail or applicable portions thereof. At such time as the Shut Down Designation is lifted by the DNR to a Level 3 or better level prior to the expiration or termination of this Agreement, the license to use the Trail or applications portions thereof as set forth in this Agreement shall be reinstated for the balance of the Term, subject to the terms of this Agreement.

9. RESERVATIONS: Green Crow reserves, for itself, its permittees, contractors, invitees, visitors, assigns and successors, the right to go upon, to use, and to cross and re-cross the Trail at any time and at any place for all purposes deemed necessary or desirable to Green Crow.

10. INDEMNITY AND LIABILITY: Green Crow makes no warranty or representation as to the current or future condition of the Trail or their adequacy for their use by the County or members of the public, and the County for itself and the County's Responsible Parties assumes the risk of the use thereof and agrees that any use of the Trail by the County or County's Responsible Parties shall be at their sole risk. The County agrees to defend, indemnify and hold harmless Green Crow and the other Indemnified Parties, from and against any and all claims, costs, damages (including, without limitation, actual, incidental, and consequential damages), losses, obligations, demands, injuries, fines, penalties, liens, expenses and liabilities (including, without limitation, employee time and expense and attorneys' fees expended in defending against such claims) attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property and the loss of use thereof arising out of or occurring in connection with (i) the use of the Trail by the County, any member of the Trail Using Public or any other of County's Responsible Parties, (ii) entry onto any other portion of Green Crow's property by the County, any member of the Trail Using Public or any other of County's Responsible Parties, or (iii) any breach or violation of this Agreement. In any such suit, action or proceeding, the County shall defend Green Crow and the other Indemnified Parties with legal counsel drawn from the Prosecuting Attorney's staff that is found to be acceptable to Green Crow or Green Crow may elect to defend itself against any such claim, at the County's expense.

Notwithstanding the foregoing, (i) the County shall have no liability under this Paragraph 10 or the other indemnities contained in this Agreement for claims, injuries or damages caused by or resulting from the sole negligence of Green Crow or its agents or employees, and (ii) for any claims, injuries or damages that arise out of the concurrent negligence of Green Crow or its agents or employees and any County or any of County's

Responsible Parties, the County shall be liable under this Paragraph 10 and under the indemnities contained in this Agreement only to the extent of the negligence of the County and its County's Responsible Parties. Without limiting that generality of the foregoing, the County assumes potential liability for actions brought by any of County's Responsible Parties. The obligations of the County under this Paragraph 10 and under the indemnities and defense obligations of County contained in this Agreement arising or accruing during the term of this Agreement shall survive the expiration or earlier termination of this Agreement.

11. COVENANT OF NO HAZARDOUS WASTE: The County shall not dispose of or otherwise allow the release of any hazardous waste or materials in, on or under the Trail or any adjacent property. As used herein, the term "hazardous waste or materials" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous (or any similar term) by any federal, state or local statute, regulation, rule or ordinance now or hereafter in effect, including, without limitation, any petroleum or petroleum products and chemicals used to make illegal drugs such as methamphetamine. The County shall promptly comply with all laws, statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, treatment, disposal, storage, control, remediation, removal or cleanup of hazardous waste or materials in, on or under the Trail or adjacent property. The County shall immediately notify Green Crow if the County observes any oil sheen on any waters on the Trail or any adjacent property or otherwise becomes aware of the release of any hazardous waste or materials on the Trail or adjacent property or becomes aware of any other environmental problem on the Trail or adjacent property. The County shall be responsible for all costs and expenses relating to the remediation, cleanup, removal and disposal of hazardous waste or materials from the Trail or adjacent property for any contamination or release of any hazardous waste or materials arising out of the use of the Trail by or any other act or omission of the County, member of the Trail Using Public or any other County's Responsible Parties.

The obligations of the County under this Paragraph 11 shall survive the expiration or earlier termination of this Agreement until such a time as a County representative and a Green Crow representative shall examine the Trail and Road system for hazardous waste and after determining that no hazardous waste was deposited as a result of the County's use under this agreement, Green Crow shall certify and release the County from its obligation in writing.

12. ASSIGNMENT: The County's rights under this Agreement shall not be assignable in full or in part, either by operation of law or otherwise.

13. TERMINATION OF AGREEMENT: Green Crow reserves the right to terminate this Agreement at any time if the County breaches this Agreement or if use of the Trail by the County, any member of the Trail Using Public or other of County's Responsible Parties is not in compliance with the terms of this Agreement; provided, however, that except for breaches or non-compliance that result in or create the imminent risk of forest fire, personal injury or death to persons or blockage of the Trail or any portion thereof, Green Crow will not terminate this Agreement without giving the County notice and thirty (30) days to cure such breach or non-compliance to Green Crow's satisfaction; provided, further, that such notice of default and cure period shall not take place more than three times in a year, and Green Crow may terminate this Agreement without giving such notice or allowing such cure period for any breach or non-compliance after the third occurrence in one year. For purposes of giving the notice of default under this paragraph, Green Crow may give such notice by mailing, hand delivering, emailing or faxing such notice to the County.

Clallam County will not seek to have any portion of the Trail located on Green Crow property designated as a National Recreation Trail and Green Crow shall have the right to terminate this agreement if the County seeks to pursue a National Recreation Trail status for any portion of the Trail located on Green Crow property. The County recognizes Green Crow's right to harvest or perform other forest management activities on their property in the vicinity of the Trail even if such activity affects the County's use of the Trail and the County will make such accommodations as necessary to allow these forest management activities to take place whenever Green Crow deems them to be necessary.

14. NOTICE: Any notices or submittal required or permitted under this License may be delivered personally, sent, by facsimile machine or mailed first class, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, email or three days after being mailed, whichever is applicable.

To: Green Crow
P.O. Box 2469
Port Angeles, WA 98362

To: Clallam County Public Works
223 East 4th Street, Suite 6
Port Angeles, WA 98362-3015

15. MISCELLANEOUS : There are no agreements between the parties hereto which are not in writing and signed by them and this Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained. No waiver or change of any of the provisions of this Agreement shall be binding upon any party unless in writing and signed by the party to be charged thereby. The waiver by one party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby and shall remain in full force and effect. (The deleted provision is not legal for a County to enter into. All agreements made by the County become a part of the public record and are subject to the public disclosure laws.) If any payment obligation required hereunder is not made when due, such amount shall accrue interest at the rate of 18% per annum from the date such amount is due until paid. In addition to any other rights and remedies specified herein or otherwise available at law or in equity, each party shall have the right to obtain a court decree or order specifically enforcing the provisions of this Agreement and/or injunctive relief.

This Agreement shall be governed by the laws of the state where the Property is located. Venue of any action with respect to the enforcement of this Agreement shall be in the Superior Court in which the Property is located, and the parties hereby irrevocably agree to submit to the jurisdiction thereof. Subject to the restriction against the assignment of the County's rights hereunder without Green Crow's prior consent, this Agreement and the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their successors, heirs and assigns.

16. ATTORNEYS' FEES: In the event that this Agreement or any obligation owing hereunder is referred to an attorney for enforcement, the defaulting party agrees to pay the non-defaulting party's (or in the event of a court action, the substantially prevailing party's) reasonable attorneys' fees, including fees incurred both in trial and on appeal, and in any bankruptcy proceeding to obtain relief from stay or take other action to protect or enforce its rights and remedies hereunder, any fees incurred without suit, the expense of any title searches, and all court costs.

17. ARBITRATION: Any dispute, claim or controversy arising out of or relating to this Agreement, shall be determined by arbitration in Seattle, Washington (or other venue acceptable to the parties) before an arbitrator employed by JAMS (or other alternative dispute resolution provider acceptable to the parties). Such arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (or the arbitration rules of such other mutually acceptable alternative dispute resolution provider). Judgment on any arbitration award may be entered in any court having jurisdiction. The arbitrator may, in any arbitration award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. This Paragraph 17 shall not preclude a party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction, nor preclude Green Crow, from seeking a temporary restraining order, injunctive relief and/or other equitable remedies from a court of appropriate jurisdiction.

18. INTEGRATED AGREEMENT: This Agreement (i) constitutes and is intended as a final expression and the complete, exclusive and entire statement of the understanding and agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes all prior or simultaneous understandings, representations, promises, assurances, negotiations or agreements, whether oral or in writing, between the parties respecting the

subject matter hereof; and (iii) may not be modified, amended or otherwise changed in any manner except by a writing executed by the parties hereto.

This Agreement is hereby executed in quadruplicate as of the date and year first hereinabove written.

GREEN CROW TIMBER LLC

APPROVED BY BOARD OF
CLALLAM COUNTY COMMISSIONERS

BY John T. Cur
ITS Managing Member

Mark Ozias, Chair Date

Randy Johnson Date

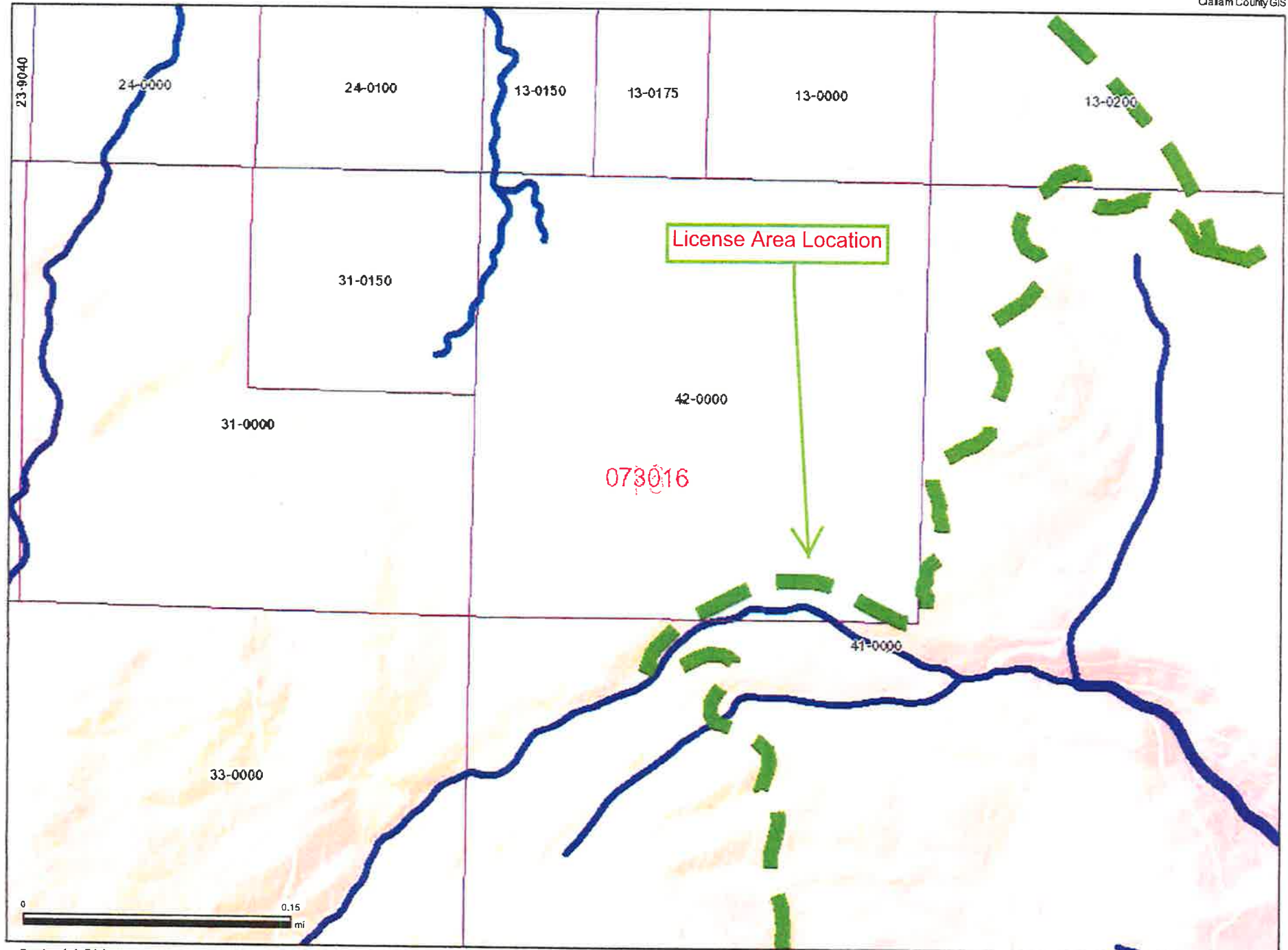
Bill Peach Date

Approved as to form only by:

Elizabeth Stanley
Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

ATTEST

Clerk of the Board





AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ Meeting Date: February 1, 2021

REGULAR AGENDA ☒ Meeting Date: February 9, 2021

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:

Proposed amendments to Clallam County Code, Title 21.01 – Building and Construction, to update references to appendices that were previously adopted into the 2015 International Model Codes to the current 2018 International Model Code year.

Clallam County currently utilizes the 2018 International Model Codes to review building construction throughout the County. The 2018 editions of the International Model Codes (Residential, Building, Fire, Mechanical, Existing Building, Fuel Gas Codes), 2018 Washington State Energy Code and the 2018 Uniform Plumbing Codes were reviewed, amended and adopted into Washington State Law by the Washington State Building Code Council pursuant to chapters 19.27 and 70.92 RCW. These new codes became effective on February 1, 2021. Clallam county must amend Title 21 to update references adopting model code appendices to the 2018 building code edition reference date.

The proposed text changes to Clallam County Code, Title 21.01 will update the previously adopted model code appendices from the 2015 code editions to the appropriate 2018 building code edition reference date. There are no proposed changes to the text of the appendices themselves.

Budgetary impact:

No budgetary impacts.

* 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)

Recommended action:

Call for hearing to adopt ordinance amending sections of Clallam County Code Title 21.01.

County Official signature & print name: Mary El H. Aiken

Name of Employee/Stakeholder attending meeting: Annette Warren

Relevant Departments: DCD

Date submitted:

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

PUBLIC HEARING

Proposed Clallam County Ordinance Amending Clallam County Code, Chapter 21.01 – Building and Construction Code

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, February 23, 2021 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website www.clallam.net or a free copy can be mailed to you upon request.

Public comments are encouraged. Submit written comments to the address below before the hearing or present comments in person at the public hearing.

In compliance with the Americans with Disabilities Act, reasonable accommodations are available upon request. The facility is considered "barrier free" and accessible to those with physical disabilities.

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2233

FORMAL IDENTIFICATION: Ordinance amending CCC 21.01 Building and Construction

SECTION-BY-SECTION SUMMARY OF PROPOSED CHANGES:

Section 21.01.010, Purpose. Adopts certain appendices of the 2018 International Building Code, 2018 International Fire Code, 2018 International Mechanical Code and 2015 Uniform Plumbing Code.

Section 21.01.040, International Building Code. Adopts Appendix C- Agricultural Buildings, Appendix G – Flood-Resistant Construction, and Appendix I – Patio Covers of the 2018 International Building Code.

Section 21.01.050, Uniform Plumbing Code. Adopt Appendix D – Sizing Storm Drainage Systems and Appendix E – Manufactured/Mobile Home and Recreational Vehicle Parks, of the 2018 Uniform Plumbing Code.

Section 21.01.060, International Mechanical Code. Adopt Appendix A – Combustion Air Openings and Chimney Connector Pass-Through of the 2018 International Mechanical Code.

Section 21.01.070, International Fire Code. Adopt Appendix # - Hazard Categories and Appendix F, Hazard Ranking of the 2018 International Fire Code.

Publish: February 12, 2021

Bill: Department of Community Development

Loni Gores, CMC, Clerk of the Board

Ordinance _____
Amending Clallam County Code Chapter 21.01,
Building and Construction Code, to update references to codes used

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section .010, Purpose, is amended to read as follows:

The purpose of this chapter is to adopt certain appendices of the ~~2015-2018~~ International Building Code, ~~2015-2018~~ International Residential Code, ~~2015-2018~~ International Fire Code, ~~2015-2018~~ International Mechanical Code, and ~~2015-2018~~ Uniform Plumbing Code, adopt the 1997 Abatement of Dangerous Buildings Code, and adopt certain bluff setback standards. This chapter provides for minimum construction standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within Clallam County and certain equipment specifically regulated herein.

Section .040, International Building Code, is amended to read as follows:

Appendix C, Agricultural Buildings, Appendix G, Flood-Resistant Construction, and Appendix I, Patio Covers, of the ~~2015-2018~~ International Building Code (IBC) are hereby adopted by reference. Appendix G, Flood-Resistant Construction, also applies to residential development and construction under the ~~2015-2018~~ International Residential Code.

Section .050, Uniform Plumbing Code, is amended to read as follows:

Appendix D, Sizing Stormwater Drainage Systems; and Appendix E, Manufactured/Mobile Home and Recreational Vehicle Parks, of the ~~2015-2018~~ Uniform Plumbing Code (UPC) as published by the International Association of Plumbing and Mechanical Officials are hereby adopted by reference.

Section .060, International Mechanical Code, is amended to read as follows:

Appendix A, Combustion Air Openings and Chimney Connector Pass-Throughs, of the ~~2015-2018~~ International Mechanical Code (IMC) as published by the International Code Council is hereby adopted by reference.

Section .070, International Fire Code, is amended to read as follows:

Appendix E, Hazard Categories, and Appendix F, Hazard Ranking, of the ~~2015-2018~~ International Fire Code (IFC) as published by the International Code Council (ICC) are hereby adopted by reference.

ADOPTED this _____ day of _____ 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach



AGENDA ITEM SUMMARY

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

9
2/1/21

Department: BOCC

WORK SESSION ☒ **Meeting Date: 2-1-21**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Conservation Futures Advisory Committee Applicants:
The application window for the Conservation Futures Advisory has closed and a number of applications have been received. The purpose of today's discussion will be to set a process and timeline for making formal appointments.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: January 27, 2021

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



AGENDA ITEM SUMMARY

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

10
2/1/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 02-01-21

REGULAR AGENDA ☒ Meeting Date: 02-09-21

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 and the creation of new positions. A press release was issued during November 2020 soliciting applications from interested citizens. Three applications were received.

The City of Port Angeles notified staff that their representative will be LaTrisha Suggs. The Jamestown S'Klallam Tribe notified the staff that their alternate representative will be Christopher Burns.

The Director of the Department of Community Development endorses the appointments of LaTrisha Suggs, Christopher Burns and Lisa Law.

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

None

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

Approve and sign resolution appointing LaTrisha Suggs, Christopher Burns and Lisa Law to the Marine Resources Committee.

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

Name of Employee/Stakeholder attending meeting: Mary Ellen Winborn

Relevant Departments: DCD/BOCC

Date submitted: 01/27/21

* Work Session Meeting - Submit 1 single sided/not stapled copy Appointing LaTrisha Suggs, Christopher Burns and Lisa Law 02-09-21
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019



RESOLUTION _____, 2021

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 and the creation of new positions.
2. A press release was issued during November 2020 soliciting applications from interested citizens. Three applications were received.
3. The City of Port Angeles notified staff that their representative will be LaTrisha Suggs.
4. The Jamestown S'Klallam Tribe staff that their alternate representative will be Christopher Burns.
5. The Director of the Department of Community Development endorses the appointments of LaTrisha Suggs, Christopher Burns and Lisa Law.

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

1. **LaTrisha Suggs** is appointed to serve as the Port Angeles City Council representative for a standing term.
2. **Christopher Burns** is appointed to serve as the Jamestown S'Klallam Tribal Council representative for a standing term.
3. **Lisa Law** is appointed to serve as the Development Community Alternate for a term ending December 31, 2024.

PASSED AND ADOPTED this ninth day of February 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Bill Peach

ATTEST:

Loni Gores, Clerk of the Board

A22.164
Appointee
DCD



AGENDA ITEM SUMMARY

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

11
2/1/21

Department: BOCC

WORK SESSION ☒ Meeting Date: 02-01-21

REGULAR AGENDA ☒ Meeting Date: 02-09-21

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:

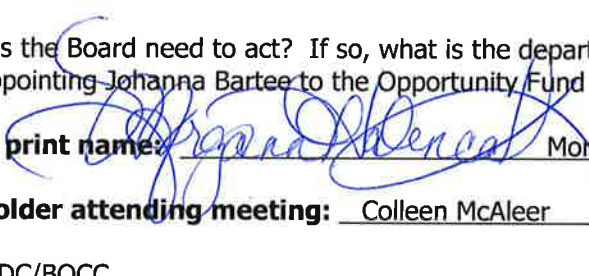
A vacancy for a representative of the City of Port Angeles exists on the Opportunity Fund Board due to the expiration of a term. A press release was issued during the month of November 2020 soliciting applications from interested citizens, and the current member with the expiring term was notified.

On January 11, 2021 the Clerk of the Board was notified that the Port Angeles City Council approved the appointment of Johanna Bartee.

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

None

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

County Official signature & print name:  Morgan Halencak, Deputy Clerk

Name of Employee/Stakeholder attending meeting: Colleen McAleer

Relevant Departments: EDC/BOCC

Date submitted: 01/27/21

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

Appointing Johanna Bartee 02-09-21
Revised: 3-04-2019



RESOLUTION _____, 2021

APPOINTING A MEMBER TO THE OPPORTUNITY FUND BOARD

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. A vacancy for a representative of the City of Port Angeles exists on the Opportunity Fund Board due to the expiration of a term.
2. A press release was issued during the month of November 2020 soliciting applications from interested citizens, and the current member with the expiring term was notified.
3. On January 11, 2021 the Clerk of the Board was notified that the Port Angeles City Council approved the appointment of Johanna Bartee.

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

1. **Johanna Bartee** is appointed as the City of Port Angeles representative on the Opportunity Fund Board for a term expiring December 31, 2023.

PASSED AND ADOPTED this ninth day of February 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach

c: A22.27
Appointee (s)
EDC
City of Port Angeles



12
2/1/21

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 02-01-21

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

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 due to the resignation of the representative for the City of Port Angeles Alternate position. A notice of the vacancy was issued in November 2020 to solicit applications.

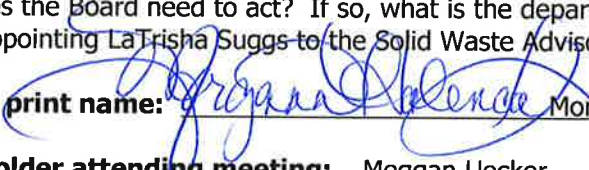
The City of Port Angeles notified the Board of Commissioners of the appointment of their new representative.

The Solid Waste Advisory Committee unanimously approved the appointment of LaTrisha Suggs as the City of Port Angeles 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 resolution appointing LaTrisha Suggs to the Solid Waste Advisory Committee.

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

Name of Employee/Stakeholder attending meeting: Meggan Uecker

Relevant Departments: Public Works/BOCC

Date submitted: 01/27/21

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

Appointing LaTrisha Suggs 02-09-21
Revised: 3-04-2019



RESOLUTION _____, 2021

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 due to the resignation of the representative for the City of Port Angeles Alternate position.
2. A notice of the vacancy was issued in November 2020 to solicit applications.
3. The City of Port Angeles notified the Board of Commissioners of the appointment of their new representative.
4. The Solid Waste Advisory Committee unanimously approved the appointment of LaTrisha Suggs as the City of Port Angeles Alternate representative.

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

1. **LaTrisha Suggs** is appointed to serve as the City of Port Angeles Alternate representative for a standing term.

PASSED AND ADOPTED this ninth day of February 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

A22.177
Appointee
Public Works

13
2/1/21



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 02-01-21

REGULAR AGENDA ☒ Meeting Date: 02-09-21

Item summary:

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

Documents exempt from public disclosure attached: ☐

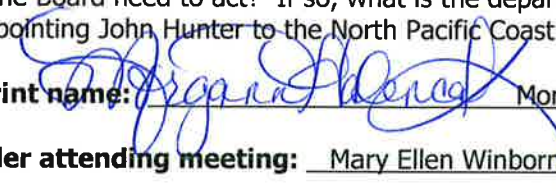
Executive summary:

A vacancy exists on the Committee due to an expired term. A press release was issued in November 2020 soliciting applications from interested citizens, and the current member whose term is expiring was notified. No applications were received. The current member with the expiring term advised the Commissioner's Office in writing that he is interested in continuing service and asked to be considered for another term.

The North Pacific Coast Marine Resources Committee, and the Director of Community Development supports the reappointment of John Hunter to the position of Citizen of Clallam County Citizen (Conservation/Environmental Groups).

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 John Hunter to the North Pacific Coast Marine Resources Committee.

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

Name of Employee/Stakeholder attending meeting: Mary Ellen Winborn

Relevant Departments: DCD/BOCC

Date submitted: 01/27/21

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

Reappointing John Hunter 02-09-21
Revised: 3-04-2019



RESOLUTION _____, 2021

REAPPOINTING A MEMBER TO THE NORTH PACIFIC COAST MARINE RESOURCES
COMMITTEE FOR WESTERN CLALLAM AND JEFFERSON COUNTIES

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Resolution 78 adopted by the Board of Commissioners on September 15, 2009 created the North Pacific Coast Marine Resources Committee.
2. A vacancy exists on the Committee due to an expired term.
3. A press release was issued in November 2020 soliciting applications from interested citizens, and the current member whose term is expiring was notified. No applications were received.
4. The current member with the expiring term advised the Commissioner's Office in writing that he is interested in continuing service and asked to be considered for another term.
5. The North Pacific Coast Marine Resources Committee, and the Director of Community Development supports the reappointment of John Hunter to the position of Citizen of Clallam County Citizen (Conservation/Environmental Groups).

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

1. **John Hunter** is reappointed to fill the Clallam County Citizen (Conservation/Environmental Groups) category for a term ending December 31, 2022.

PASSED AND ADOPTED this ninth day of February 2021

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Bill Peach

c: A22.164
Appointee
Cathy Lear
Tami Pokorny

MEMORANDUM

LONI GORES
Clerk of the Board

January 29, 2021



TO: Board of Commissioners, Administrator Sill

RE: Work Session and Regular Agenda Modification(s)

FILE: A14.09.18

- Item 14 is added to the February 1 work session agenda:

BOARD OF COMMISSIONERS

- 14 Discussion and next steps on Outreach Regarding Regional State Re-Opening Plan and Proposed Regional Health District Legislation

- Item 1d is added to the February 2 regular agenda:

CONSENT AGENDA

- 1d Letter on Outreach Regarding Regional State Re-Opening Plan and Proposed Regional Health District Legislation
(Copy of letter will be drafted and uploaded Monday, February 1 if BOCC decides at work session to move forward with sending a letter)



AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 2/1/21

REGULAR AGENDA ☒ **Meeting Date:** 2/2/21

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The BOCC will discuss strategies for communicating with the Governor's Office, Washington Department of Health and the State Legislature on two similar but distinct topics:

1. The BOCC wishes to request that Clallam County (or Clallam and Jefferson Counties) be decoupled from Kitsap and Mason Counties for the purpose of the re-opening plan. Clallam County is being held back from advancement because of the inclusion of these counties in our region and this has a detrimental effect on our residents and business community every day.
2. The BOCC does not favor proposed legislation that would regionalize public health in Washington State and believe that maintaining a local Board of Health is of vital importance to our county.

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

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

County Official signature & print name:  Loni Gores, Clerk

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners and Health and Human Services

Date submitted: January 29, 2021

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