



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, January 30, 2024 – 10:00 a.m.

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

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

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA ? Any Commissioner may remove items for discussion

- 1a. Approval of vouchers for the week of January 22

Approval of vouchers 

- 1b. Approval of payroll for the period ending January 15

Approval of payroll 

- 1c. Approval of minutes for the week of January 22

Approval of minutes 

- 1d. Notice to call for hearing to be held on Tuesday, February 13, 2024 at 10:30 a.m. regarding a proposed Ordinance titled Recreational Park Trailer Placement

Notice of hearing 

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

Notice 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

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

Agreement 

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

Agreement 

ADMINISTRATION

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

Resolution 

- 3b. Resolution canceling uncollectible personal property taxes

Resolution 

- 3c. Approve of amended Parks Advisory Board Bylaws

Approval 

PUBLIC WORKS

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

Resolution 

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

Notice of call for bids 

BUDGET

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

Resolution 

- 5b. Resolution adopting the following Budget Revisions:
DCD Planning, DCD Building, District Court I - Following adoption of the 2024 General Fund Budget, unanticipated staffing developments were identified within the General Fund's Department of DCD Planning and Building divisions which are expected to result in identified cost savings to the 2024 budget. These savings have been identified as a source of funding to potentially re-establish funding to District Court I to fill a vacant, deferred Court Clerk III position in the District Court I budget beginning April 1, 2024, a position identified as one that is contributor to the collection of legal financial obligation revenue for the County. This budget revision between General Fund departments is needed to transition sufficient funding from the DCD Planning and Building divisions based on these identified cost savings to the District Court I personnel budget to enable refilling of the vacant Court Clerk III position/\$65,891

Budget revisions

5c. Resolution adopting the following Supplemental Appropriations:

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

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

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

Supplemental appropriations

HEARING(S) ? Beginning at 10:30 a.m.

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

Ordinance

PUBLIC COMMENT ? Please limit comments to three minutes

EXECUTIVE SESSION

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

The following meetings are scheduled for the Board of Commissioners

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

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

Note: Written testimony presented by members of the public during the Board meeting is considered a public document and must be submitted to the Clerk of the Board. Copies of

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



19
JAN 30 2024

Date of report: January 24, 2024

General	\$208,254.23
Other	\$876,887.07
Total	\$1,085,141.30

STATE OF WASHINGTON

County of Clallam

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

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

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MIKE FRENCH, Chair

RANDY JOHNSON

MARK OZIAS

TODD MIELKE, County Administrator

Weekly Expenditures

January 22 - 26, 2024

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.221	Auditor	9,542.69			
00100.241/291/831	Commissioners (BOCC)	77,396.74			
19914.291	BOCC - Veterans Relief		2,918.63		
19925.291	BOCC - Hotel/Motel		75,833.33		
19951.291	BOCC - Affordable Housing Sales Tax		52.36		
00100.331-334	Dept. of Community Develop't (DCD)	1,473.00			
30301.331	DCD - Lower Dungeness Floodplain		51.70		
11301.511	Health & Human Services (HHS)		11,191.79		
00100.511	HHS - Environmental Health	5,452.46			
00100.513	HHS - Admin	697.61			
11322.511	HHS - Homeless Task Force		7,646.58		
11323.511	HHS - Chem Dep/Mental Hlth		109,738.87		
11331.511	HHS - Developmental Disabilities		11,963.67		
00100.461	Human Resources (HR)	685.81			
50401.461	HR - Risk Management		5,127.35		
50501.461	HR - Workers Compensation		33,707.83		
00100.411	Information Technology (IT)	13,998.95			
00100.851	Juvenile Services	18,033.87			
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		1,166.24		
00100.911/912	Parks Fair Facilities (PFF)	121.63			
00100.841-843	Prosecuting Attorney	2,309.18			
	Public Works (PW)				
10101.611	PW - Roads		138,046.96		
42401.611	PW - Carlsborg Sewer		483.82		
43401.611	PW - Bullman Beach Water System		931.67		
50301.611	PW - ER&R (Equip't Rental & Revolving)		467,893.15		
00100.811-815,817	Sheriff	60,853.06		144.86	
00100.816	Sheriff - Jail Medical	2,480.39			
11008.811	Sheriff - OPNET Drug		16.84		
11065.811	Sheriff - OPSCAN Operations		7,472.82		
11080.811	Sheriff - Inmate Commissary		641.14		2.82
	Superior Court				
12905.861	Superior Court - Dispute Resolution		1,275.00		
12911.861	Superior Court - Courthouse Facilitator		420.00		
00100.231	Treasurer	14,658.98			
12201.231	Treasurer - O&M (Operation & Maintenance)		304.50		
00100.931	WSU Extension	405.00			
Total		208,109.37	876,884.25	144.86	2.82

VISA statement balance:	
Statement date:	

Report Reconciliation		Totals			
Total	1,084,993.62	General Fund	208,254.23		
Final Check Lists	1,084,993.62	Non-GF	876,887.07		
Difference	-	VISA charges	-		
		Total	1,085,141.30	Use Tax	147.68

COPY

Prepared by:

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
1/30/2024	ENDUR ID INC	20-22341	jkoon	1,077.08	95.86	1,077.08
1/30/2024	SWANSONS SERVICES CORP.	1799480	jkoon	31.63	2.82	31.63
1/30/2024	TEDDER INDUSTRIES LLC	#INV264062	jkoon	550.53	49.00	550.53
Totals:				1,659.24	147.68	1,659.24

Auditor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/30/2024	0000546	EXPRESS SERVICES, INC	30156692	1/3/2024	SAVANAH WISE	207.36	207.36
1/30/2024	0001792	WILLIAMS, SANDY	Williams 1-11-24	1/11/2024	REIMBURSEMENT OF BATTE	29.30	29.30
1/30/2024	0019068	K & H PRINTERS INC	303082	1/16/2024	POSTAGE DEPOSIT 2024 MAI	9,156.84	9,156.84
1/30/2024	0020849	U S BANK	114-8965618-18;	1/3/2024	TAB STICKERS FOR CONFIRI	139.71	
			4819522S185	12/1/2023	DOCUMENT SHREDDING	9.48	149.19
Sub total for U S BANK:							9,542.69

0.00
1,084,993.62*+
0.00
2,918.63+
14,963.48+
1,695.00+
2,480.39+
48,967.89+
20,015.97+
14,462.45+
467,893.15+
125,000.00+
6.60+
2,302.58+
121.63+
1,057.41+
108.83+
18,033.87+
33,998.95+
33,707.83+
2,605.81+
82,752.53+
63,938.45+
1,524.70+
153,282.43+
9,542.69+
3,207.35+
0.00

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Final Check List
CLALLAM COUNTY

BOCC

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/30/2024	0000716	HAYDEN, JOHN F	Feb-24	1/17/2024	SUPERIOR COURT CONFLIC	2,333.00	2,333.00
1/30/2024	0000842	IMAGINE IT FRAMED	30879	1/17/2024	BUD LUND	119.92	119.92
1/30/2024	0001083	OLYMPIC PEN VISITOR BURE	2424	1/17/2024	DECEMBER 2023 SERVICES I	62,500.00	
			2423	1/17/2024	STRATEGIC PLAN DECEMBEI	13,333.33	75,833.33
1/30/2024	0001126	OLYMPIC REGION CLEAN AIR	25744	1/17/2024	PER CAPITA ASSESSMENT F	42,365.40	42,365.40
1/30/2024	0001149	OLYMPIC STATIONERS INC	97276	1/17/2024	CMF SIGNATURE STAMP	35.03	35.03
1/30/2024	0001179	PACIFIC OFFICE EQUIPMENT	1133793	1/17/2024	MAINTENANCE & USAGE - 10	52.75	
			1133792	1/17/2024	MAINTENANCE & USAGE - 91	0.03	52.78
1/30/2024	0001607	KAREN L UNGER, P.S.	Feb-24	1/17/2024	SUPERIOR COURT CONFLIC	4,000.00	4,000.00
1/30/2024	0001632	U S POSTMASTER	BRM 1/17/2024	1/17/2024	BRM ANNUAL MAINTENANCE	910.00	
			P13 Permit 2024	1/17/2024	1ST CLASS & USPS MARKETI	620.00	
			BRM Permit 202	1/17/2024	BRM PERMIT #197000 2/4/202	310.00	-1,840.00
1/30/2024	0001632	U S POSTMASTER	Jurry 1/17/2024	1/17/2024	1,000 SUMMONS @ .493	493.00	493.00
1/30/2024	0001641	VERIZON WIRELESS	9952601547	1/17/2024	CELL PHONE - TIMOTHY DAL	52.36	52.36
1/30/2024	0001674	WACO	24-A-036	1/17/2024	2024 ANNUAL ASSESSMENT	14,777.00	14,777.00
1/30/2024	0021617	WOLFLEY LAW OFFICE P.S.	Feb-24	1/17/2024	SUPERIOR COURT CONFLIC	4,000.00	
			Feb-24 JW	1/17/2024	SUPERIOR COURT CONFLIC	1,050.00	5,050.00
1/30/2024	0023383	PAYNE LAW, PS	Feb-24	1/17/2024	SUPERIOR COURT CONFLIC	4,000.00	4,000.00
1/30/2024	0033510	OZIAS, MARK	CMO 1/3/2024	1/17/2024	CMO WSAC BOARD MTG & L	330.61	330.61
1/30/2024	0045724	THOMAS GARVEY LAW PLLC	Feb-24	1/17/2024	DISTRICT COURT I CONFLIC	2,000.00	2,000.00
Sub total for U S BANK:							153,282.43

DCD

Vendor Totals

<u>Vendor</u>	<u>Number of Invoices</u>	<u>Amount</u>	<u>Retained/Withheld Amount</u>	<u>Total</u>
0000360 CLALLAM COUNTY ER&R	2	1,524.70	0.00	1,524.70
Grand Total:	<u>2</u>	<u>1,524.70</u>	<u>0.00</u>	<u>1,524.70</u>

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Final Check List
CLALLAM COUNTY

HHS(1) Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/30/2024	0042889	PORT ANGELES FINE ARTS C 44		12/28/2023	ADMIN - FACILITY RENTAL	637.50	637.50
1/30/2024	0002639	GOODMAN SEPTIC SERVICES	61016	11/20/2023	ONSITE - PSA CONTRACT #10	526.71	526.71
1/30/2024	0001368	RJ SERVICES INC	4195	11/14/2023	ONSITE - PSA CONTRACT #10	250.00	
			4218	12/6/2023	ONSITE - PSA CONTRACT #10	250.00	
			4217	12/6/2023	ONSITE - PSA CONTRACT #10	211.77	711.77
1/30/2024	0020849	U S BANK	4878 1-8-24 1	1/8/2024	ONSITE - WASHINGTON ON-S	880.00	
			7298 1-8-24 3	1/8/2024	ONSITE - ASC SCIENCE TALK	360.00	
			4878 1-8-24 2	1/8/2024	ONSITE - QR.IO GENERATOR	35.00	
			7298 1-8-24 2	1/8/2024	ONSITE - PORT BOOK AND N	24.97	
			7298 1-8-24 1	1/8/2024	ONSITE - SWAIN'S GENERAL	10.74	1,310.71
1/30/2024	0020849	U S BANK	5502-3 12-13-23	1/8/2024	HADM - GLOBAL INDUSTRIES	490.62	
			5502-1 12-06-23	1/8/2024	HADM - AMAZON - KEYBOAR	119.67	
			5502-4 12-28-23	1/8/2024	HADM - WALMART - WINDOW	48.80	
			5502-5 01-02-24	1/8/2024	HADM - WALMART - CURTAIN	38.52	697.61
1/30/2024	0041598	AMAZON CAPITAL SERVICES	196W-RYRT-XD	1/1/2024	HOPS - WARMTH & HYGIENE	286.53	
			1MDX-DK99-93C	9/1/2023	HOPS - CREDIT MEMO - SPO	-3.73	
			1RKX-KXFH-LD	10/13/2023	HOPS - CREDIT MEMO - GLO	-5.78	
			19GD-W3VN-99	9/1/2023	HOPS - CREDIT MEMO - CUP	-7.95	
			1CCQ-LHLT-9YF	9/1/2023	HOPS - CREDIT MEMO - CUP	-7.96	
			1FTH-HJHP-9C	9/1/2023	HOPS - CREDIT MEMO - CUP	-7.96	
			11LX-1PJR-CHV	9/1/2023	HOPS - CREDIT MEMO - CUP	-7.96	
			1W3H-FPL3-9Q	9/1/2023	HOPS - CREDIT MEMO - CUP	-7.96	
			13KN-VJMK-HK	7/6/2023	HOPS - CREDIT MEMO - HEA	-10.72	
			1LJP-1JJG-9KM	9/1/2023	HOPS - CREDIT MEMO - PAPE	-31.61	
			1RDH-PYH4-L7C	10/13/2023	HOPS - CREDIT MEMO - CLE	-59.83	135.07
1/30/2024	0049345	SALESFORCE INC	27246998	9/25/2023	HOPS - TABLEAU CLOUD - 1	2,924.54	
			1002000024875	1/9/2024	HOPS - TABLEAU CLOUD, PR	-2,120.29	804.25
1/30/2024	0049218	SQUEAKY CLEAN SERVICES	321	1/15/2024	HOPS - JANITORIAL - 3RD ST	750.00	
			320	1/15/2024	HOPS - JANITORIAL - HRHC	300.00	1,050.00

Bank : apbank U S BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1/30/2024	0020849	U S BANK	4951-1 12-29-23	1/8/2024	HOPS - COSTCO - WARMING	5,000.00		
			4902-1 12-29-23	1/8/2024	HOPS - COSTCO - WARMING	999.02		
			5178-10 12-27-2	1/8/2024	HOPS - AMAZON - FLOOR MA	907.09		
			5178-6 12-20-23	1/8/2024	HOPS - AMAZON - WIRE RAC	813.72		
			5178-3 12-16-23	1/8/2024	HOPS - AMAZON - MONITOR\$	369.90		
			5178-2 12-12-23	1/8/2024	HOPS - AMAZON - STORAGE	252.79		
			5178-9 12-21-23	1/8/2024	HOPS - HOME DEPOT - PAINT	245.41		
			5178-8 12-21-23	1/8/2024	HOPS - SHERWIN-WILLIAMS	173.98		
			5178-4 12-17-23	1/8/2024	HOPS - AMAZON - CLIPS BOA	150.55		
			5178-7 12-20-23	1/8/2024	HOPS - AMAZON - POSTER F	111.17		
			5502-2 12-10-23	1/8/2024	HOPS - AMAZON - CELL PHOI	39.06		
			5178-5 12-18-23	1/8/2024	HOPS - AMAZON - SHOVEL	38.07		
			9705-1 12-27-23	1/8/2024	HOPS - SAFEWAY - LYSOL SF	34.79		
			5178-1 12-07-23	1/8/2024	HOPS - AMAZON - TRASH BA	34.60		
			9705-2 01-04-24	1/8/2024	HOPS - WALMART - PAPER P	32.32	9,202.47	
1/30/2024	0000224	BOYS & GIRLS CLUB OF OLYM	11322-23-BOGC	1/4/2024	HTF - LIFE SKILLS TRAINING	3,215.14	3,215.14	
1/30/2024	0000591	FORKS ABUSE PROGRAM	11322-23-FAB 1	12/19/2023	HTF - WEST END HOPE - NO	4,431.44	4,431.44	
1/30/2024	0001509	CORDANT HEALTH SOLUTION	TC-9901211231	12/31/2023	CD/MH - LIFT COURT - DECEI	92.60	92.60	
1/30/2024	0000577	FIRST STEP FAMILY SUPPOR	113232223FSFS	1/16/2024	CD/MH - PARENTS AS TEACH	19,578.66	19,578.66	
1/30/2024	0001209	PENINSULA BEHAVIORAL HEA	113232223PBHF	1/5/2024	CD/MH - PATH OUTREACH SE	1,541.27	1,541.27	
1/30/2024	0022463	SEQUIM HIGH SCHOOL	11323-22-23-SH	1/9/2024	CD/MH - EDUCATION AND EA	8,039.58	8,039.58	
1/30/2024	0001462	CLALLAM MOSAIC	11331-22-CMP2I	1/11/2024	DDD - CLALLAM PARENT TO I	900.00	900.00	
1/30/2024	0046494	PAVE	11331-22-PAVEF	1/17/2024	DDD - FAMILY NAVIGATION AI	2,203.67	2,203.67	
1/30/2024	0017530	PIERCE JONES & ASSOCIATE	PJA PASD 12-23	1/8/2024	DDD - PASD - DECEMBER 202	3,280.00		
			PJA SSD 12-23	1/8/2024	DDD - SSD - DECEMBER 2023	3,080.00		
			PJA QVSD 12-23	1/8/2024	DDD - QVSD - DECEMBER 20	2,500.00	8,860.00	
Sub total for U S BANK:							63,938.45	

Vendor Totals				
Vendor	Number of Invoices	Amount	Retained/Withheld Amount	Total
0000335 CLALLAM COUNTY DEPT OF, COMMUNITY DEVELOPMENT	1	897.77	0.00	897.77
0000353 CLALLAM COUNTY DEPT OF, JUVENILE SERVICES	1	63,709.00	0.00	63,709.00
0000360 CLALLAM COUNTY ER&R	1	1,368.00	0.00	1,368.00
0000365 CLALLAM COUNTY SUPERIOR COURT	1	16,699.77	0.00	16,699.77
0000333 CLALLAM COUNTY SUPERIOR COURT, CLERK	1	77.99	0.00	77.99
Grand Total:	5	82,752.53	0.00	82,752.53

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01/24/2024 10:07:22AM

Final Check List
CLALLAM COUNTY

HR (1) Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/30/2024	0001009	MONARCH ACCOUNTING	SUF1008767	1/18/2024	SHIPPING CHARGES FOR OF	21.73	21.73
1/30/2024	0001297	PUBLIC SAFETY TESTING INC	2024-59	1/18/2024	INV 2024-59	78.00	78.00
1/30/2024	0037692	SEBRIS BUSTO JAMES	80475	1/18/2024	INV 80475	406.50	406.50
1/30/2024	0044480	MINERT & ASSOCIATES	328388	1/18/2024	INV 328388	570.00	570.00
1/30/2024	0046683	ODP BUSINESS SOLUTIONS	L344870609001	1/18/2024	INV 344870609001	40.08	40.08
1/30/2024	0048855	PUBLIC SAFETY PSYCHOLOG	4205	1/18/2024	INV 4205	1,350.00	1,350.00
1/30/2024	0049145	HARLOWE & FALK LLP	64013	1/18/2024	STATEMENT 64013	139.50	139.50
Sub total for U S BANK:							2,605.81

Invoice #	Description	Doc #	Inv Date	Tran Date	Due Date	Orig	Group	Status	Total Amount	Type
482 11/30/23	ACCT 482 CLALLAM COUNTY 11/30/23	1941051	1/4/2024	1/30/2024	2/3/2024	ap	tsulleng	Active	3,207.35	in
Vendor #: 0048504		MENKE JACKSON BEYER LLP		Net 30 Days						
1 Invoice Totaling									3,207.35	

apChkLst
01/24/2024 10:04:13AM

Final Check List
CLALLAM COUNTY

HR Payroll

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/30/2024	0001707	WA ST DEPT OF, LABOR & INI4Q2023L&I	1/12/2024	4TH QTR 2023 L&I (WORKER:	33,707.83	33,707.83
Sub total for U S BANK:							33,707.83

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/30/2024	0000268	WAVE BUSINESS	103951201-001C	1/18/2024	CPI FIBER COMBINED	4,773.49	4,773.49
	1/30/2024	0000296	CENTURYLINK	406389122-0117	1/18/2024	FORKS SHERIFF #2	314.01	
				300511193-0117	1/18/2024	FORKS COURTROOM FAX	71.49	
				406493163-0117	1/18/2024	PENCOM RINGDOWN	70.60	
				300561295-0117	1/18/2024	CLALLAM BAY DISPATCH	66.77	522.87
	1/30/2024	0001641	VERIZON WIRELESS	9952601542	1/18/2024	CELL PHONES & DATA	1,496.37	1,496.37
	1/30/2024	0004211	CENTURYLINK	3604527831-011	1/18/2024	MAIN COURTHOUSE	1,448.38	
				206T222202-011	1/18/2024	COURTHOUSE T-1 (#2)	490.14	
				206T313735-011	1/18/2024	COURTHOUSE T-1	490.14	
				2504172850-011	1/18/2024	DID ROLLOVER	451.71	
				3604529079-011	1/18/2024	PUBLIC HEALTH	347.09	
				3604574863-011	1/18/2024	JUVIE FAX LINES	316.65	
				3605651032-011	1/18/2024	MODEM POOL (JAN)	157.06	
				3605651032-011	1/18/2024	MODEM POOL	144.94	
				3606832263-011	1/18/2024	SEQUIM SHERIFF #2 (JAN)	112.44	
				3606832263-011	1/18/2024	SEQUIM SHERIFF #2	106.60	
				3606832192-011	1/18/2024	SEQUIM SHERIFF #1	75.18	
				3604574397-011	1/18/2024	JUVIE COURTROOM FAX	72.17	
				3606832192-011	1/18/2024	SEQUIM SHERIFF #1	69.34	
				3604521625-011	1/18/2024	TELEPHONE SWITCH MAINT	65.94	
				3604570323-011	1/18/2024	PA SHOP PHONE SWITCH	65.81	
				3604576843144	1/18/2024	JUVIE PHONE SWITCH	65.81	
				206T414008-011	1/18/2024	SHERIFF COURTHOUSE LINE	56.84	
				206T413216-011	1/18/2024	JUVIE COURT	41.17	
				206T415684-011	1/18/2024	ALARMS	4.38	4,581.79
	1/30/2024	0020849	U S BANK	00848330	1/18/2024	IT20240103	409.59	409.59
	1/30/2024	0023718	AT&T	3604574863LD-(	1/18/2024	JUVIE FAX LINES (3) LONG DI	72.86	
				0510413532001-	1/18/2024	JUVIE COURTROOM FAX LOI	49.72	
				3604574397LD-(	1/18/2024	JUVIE COURTROOM FAX LOI	49.69	
				0306024016001-	1/18/2024	WEST-END TOLLFREE	30.81	203.08
	1/30/2024	0045293	LUMEN	672017810-0117	1/18/2024	LEVEL 3 COMM TRUNK	2,011.76	2,011.76
Sub total for U S BANK:								13,998.95

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/30/2024	0000628	GALLS LLC	026656705	12/29/2023	UNIFORMS & CLOTHING	768.13	768.13
1/30/2024	0001252	PORT ANGELES, CITY OF	72927-155134.1	12/30/2023	UTILITIES-CITY OF PA	6,379.18	6,379.18
1/30/2024	0001547	SYSCO FOOD SERVICES OF	555425908	1/10/2024	DET FOOD & SUPPLIES	1,070.79	1,070.79
1/30/2024	0014681	PROFORCE LAW ENFORCEM	538744	1/2/2024	EQUIP-REPAIR/MAINT	1,358.26	1,358.26
1/30/2024	0017787	DAIRY FRESH FARMS INC	8122401609	1/16/2024	DET FOOD	105.54	
			8122400914	1/9/2024	DET FOOD	57.52	163.06
1/30/2024	0028699	SOUND PUBLISHING INC	PDN988989	12/20/2023	ADVERTISING-LEGAL NOTIC	174.30	174.30
1/30/2024	0041605	HOME DEPOT PRO	784156515	1/11/2024	DET SUPPLIES	404.03	
			784558405	1/15/2024	DET SUPPLIES	300.79	704.82
1/30/2024	0042355	BRILEY, JUDITH	123123JB	1/8/2024	CAP VOL-MILEAGE	15.20	15.20
1/30/2024	0045712	RAUCH, NANCY	122323NR	12/23/2023	AWARDS AND RECOGNITION	125.00	125.00
1/30/2024	0047164	SILKE COMMUNICATIONS SO	SO-32000510	12/20/2023	SMALL TOOL & MINOR EQUIF	275.13	275.13
1/30/2024	0048357	SANDERS, AMANDA	CPWIDEC23	1/11/2024	PRO SVCS	7,000.00	7,000.00
Sub total for U S BANK:							18,033.87

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Final Check List
CLALLAM COUNTY

Nox Weeds⁽¹⁾ Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/30/2024	0004968	WASHINGTON STATE, WEED	2024WSWCAME	1/16/2024	2024 MEMBERSHIP DUES FO	50.00	50.00
1/30/2024	0028699	SOUND PUBLISHING INC	PDN989591	1/9/2024	WEED LIST HEARING ACCOL	42.18	
			SEQ989593	1/10/2024	WEED LIST HEARING ANNOL	16.65	58.83
Sub total for U S BANK:							108.83

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01/24/2024 7:38AM

Invoice Edit Listing
CLALLAM COUNTY

Nox Weeds⁽²⁾ Page: 3

Vendor Totals				
Vendor	Number of Invoices	Amount	Retained/Withheld Amount	Total
0000360 CLALLAM COUNTY ER&R	1	1,057.41	0.00	1,057.41
Grand Total:	1	1,057.41	0.00	1,057.41

InvEdPst
01/24/2024 7:58AM

Invoice Edit Listing
CLALLAM COUNTY

Parks Fair Facilities Page: 3

Vendor Totals

Vendor	Number of Invoices	Amount	Retained/Withheld Amount	Total
0000359 CLALLAM COUNTY PUBLIC WORKS	1	121.63	0.00	121.63
Grand Total:	1	121.63	0.00	121.63

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Final Check List
CLALLAM COUNTY

Prosecutor (1) Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/30/2024	0000890	LANGUAGE LINE SERVICES,	1111839787	1/17/2024	LANGUAGE LINE	78.87	78.87
1/30/2024	0004368	NICHOLS, MARK	NICHOLS1/17/2	1/17/2024	TRAVEL/TRAINING REIMBUR	166.69	166.69
1/30/2024	0020849	U S BANK	37987	1/17/2024	MARK NICHOLS TRAINING	572.61	
			47575	1/17/2024	LABELS	390.81	
			3529803	1/17/2024	OFFICE SUPPLIES	235.35	
			4688213	1/17/2024	OFFICE SUPPLIES	118.70	
			5027400	1/17/2024	OFFICE SUPPLIES	114.71	
			19640	1/17/2024	PARKING CHARGE	70.00	
			0980222	1/17/2024	OFFICE SUPPLIES	65.24	
			1659969	1/17/2024	LEMAY SHREDDING	63.36	
			5380264	1/17/2024	OFFICE SUPPLIES	53.57	
			3481856	1/17/2024	OFFICE SUPPLIES	41.22	
			9538631	1/17/2024	OFFICE SUPPLIES	38.62	
			8533838	1/17/2024	OFFICE SUPPLIES	26.71	
			0101532063157	1/17/2024	FERRY COST FOR TRAINING	17.90	
			0200306701774	1/17/2024	FERRY COST	17.90	
			7022241000315	1/17/2024	USPS POSTAGE	9.73	
			147818130	1/17/2024	REF#372501	4.24	
			148913679	1/17/2024	DOCUMENT COPIES	4.24	1,844.91
1/30/2024	0046683	ODP BUSINESS SOLUTIONS	L34698048001	1/17/2024	OFFICE SUPPLIES	212.11	212.11
Sub total for U S BANK:							2,302.58

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01/24/2024 7:52AM

Invoice Edit Listing
CLALLAM COUNTY

Prosecutor (2) Page: 3

Vendor Totals				
Vendor	Number of Invoices	Amount	Retained/Withheld Amount	Total
0000360 CLALLAM COUNTY ER&R	1	6.60	0.00	6.60
Grand Total:	1	6.60	0.00	6.60

Vendor Totals				
Vendor	Number of Invoices	Amount	Retained/Withheld Amount	Total
0000363 CLALLAM COUNTY SHERIFF	1	125,000.00	0.00	125,000.00
Grand Total:	1	125,000.00	0.00	125,000.00

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/30/2024	0000091	ANGELES MILLWORK & LUMB	346112	1/13/2024	Propane - PA 830	28.84	
			346108	1/12/2024	Allthread - PA 1776	10.87	39.71
1/30/2024	0000099	A-1 AUTO PARTS	1466853	1/9/2024	Rubber Grommet - SQ 748	7.38	
			1466852	1/9/2024	Amp Type 1 - SQ 243	7.18	14.56
1/30/2024	0000658	GLASS ACTION INC	66770	10/27/2023	Windshield - PA 203	622.88	622.88
1/30/2024	0000709	HARBOR SAW & SUPPLY	782570	1/11/2024	Depth Guage Tool - LC	5.39	5.39
1/30/2024	0000772	INDUSTRIAL HYDRAULICS INC	A346339	1/12/2024	Adapters, Hoeses - PA	239.56	
			A346338	1/12/2024	Port Relief ADJ - PA 202	217.88	457.44
1/30/2024	0000848	PAPE KENWORTH NORTHWE	14383240	1/8/2024	MHLE-4x6LO Gen 2 - LC 208, 2	515.81	
			14386139	1/6/2024	Hose ASSY, Heat Shield, Supp	440.54	
			14372057	1/2/2024	Air Filter - LC	115.03	1,071.38
1/30/2024	0000971	MCMASTER CARR SUPPLY C	20298770	1/12/2024	Heavy Duty Pulley - PA 1776	121.26	121.26
1/30/2024	0001187	PAPE MACHINERY INC	325660	11/21/2023	Motor Grader - PA 370	450,811.85	
			14988776	1/10/2024	Diesel PARTICUL, Sensors - LC	3,244.89	
			14996541	1/8/2024	Square FLO - PA 844	134.67	454,191.41
1/30/2024	0001252	PORT ANGELES, CITY OF	934-358/011324	1/13/2024	Utility Charges - PA	4,245.89	4,245.89
1/30/2024	0001255	PRICE FORD LINCOLN MERCI	5051995	1/11/2024	Wheel Hub ASY - PA 111	485.66	485.66
1/30/2024	0001258	PORT ANGELES POWER EQU	98027168	1/13/2024	Pan ASSY, Gasket, Seal, Beari	249.53	249.53
1/30/2024	0001781	WHITEHEADS AUTO PARTS IN	275353-24	12/26/2023	Bearing ASSY, Caliper, Pads - I	1,623.27	
			275003-24	12/20/2023	Ball Joint, Tie Rod, Control Arm	329.73	
			275087-24	12/21/2023	Knuckle, Fluid Dot 3 - LC 119	231.49	
			276263-24	1/8/2024	Sprak Plugs - LC 738	25.72	
			275548	12/28/2023	Core Deposit Return Credit - LC	-144.81	2,065.40
1/30/2024	0004211	CENTURYLINK	4766812B/01052	1/5/2024	Phone Services 812B - CH 20-f	98.61	98.61
1/30/2024	0004448	DAREN'S POINT S TIRE & AUT	0095691	1/17/2024	Tires - PA S357	639.39	
			0095902	1/17/2024	Tires - PA S354	159.85	799.24
1/30/2024	0005032	OWEN EQUIPMENT COMPAN	00113460	1/8/2024	Dirt Shoe Assembly - PA 417	2,410.38	2,410.38
1/30/2024	0017663	ARAMARK UNIFORM SVCS IN	5120393065	1/16/2024	Laundry Services - PA	22.18	
			5120390621	1/11/2024	Laundry Services - SQ	16.34	
			5120394855	1/18/2024	Laundry Services - SQ	16.34	
			5120393051	1/16/2024	Laundry Services - WE	16.30	71.16

Bank : apbank U S BANK

(Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
	1/30/2024	0022435	RACE STREET AUTO PARTS	658589-24	1/8/2024	Filters: Fuel, Air - PA 846	152.76	
				658277-24	1/5/2024	Window Regulator - PA S261	109.78	
				658946-24	1/10/2024	Fleet Pads - PA 111	99.20	
				659452-24	1/16/2024	Wiper Blades - PA 130	38.29	
				659411-23	1/16/2024	Gasekt Sealer - PA	33.62	433.65
1/30/2024	0030295	WESTERN PETERBILT INC	025P170660	1/17/2024	LED Amber Signal - PA 202, 90	348.48		348.48
1/30/2024	0042561	ALL BATTERY SALES & SERVI	22078830	1/10/2024	Battery - SQ Stores	161.12		161.12
Sub total for U S BANK:								467,893.15

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/30/2024	0017663	ARAMARK UNIFORM SVCS IN 5120393064	1/16/2024	LAUNDRY SERVICE - PA	16.34	
			5120390622	1/11/2024	LAUNDRY SERVICE - SQ	16.30	
			5120393052	1/16/2024	LAUNDRY SERVICE - LC	16.29	
			5120394856	1/18/2024	LAUNDRY SERVICE - SQ	16.29	65.22
	1/30/2024	0004211	CENTURYLINK 6812667-010724	1/7/2024	360-681-2667 726B	216.17	
			6835282-010824	1/8/2024	360-683-5282 747B	150.39	366.56
	1/30/2024	0000594	DECKER CITY HARDWARE, TI808131	1/8/2024	MAINTENANCE SUPPLIES - L	28.32	
			807640	1/6/2024	MAINTENANCE SUPPLIES - L	4.88	33.20
	1/30/2024	0000546	EXPRESS SERVICES, INC 30156684-10101	1/3/2024	12/25/23~12/31/23 ROADS	2,589.80	2,589.80
	1/30/2024	0000599	FORKS OUTFITTERS CO973-010524	1/5/2024	MAINTENANCE SUPPLIES - L	17.78	17.78
	1/30/2024	0000709	HARBOR SAW & SUPPLY 783251	1/18/2024	MAINTENANCE SUPPLIES - S	359.37	
			782571	1/11/2024	MAINTENANCE SUPPLIES - L	34.27	393.64
	1/30/2024	0038374	IRONCLAD COMPANY 27428	1/11/2024	MAINTENANCE SUPPLIES - S	1,796.29	
			27426	1/11/2024	MAINTENANCE SUPPLIES - S	108.15	1,904.44
	1/30/2024	0001300	PUBLIC UTILITY DISTRICT 30702-010424	1/4/2024	12/02/23~12/31/23 66 LOWER	50.34	50.34
	1/30/2024	0022435	RACE STREET AUTO PARTS 658778	1/9/2024	MAINTENANCE SUPPLIES - S	222.09	222.09
	1/30/2024	0021386	STAPLES ADVANTAGE 3557046806	1/13/2024	ENGINEER SUPPLIES	63.75	63.75
	1/30/2024	0001540	SWAIN'S GENERAL STORE IN 3222239	1/9/2024	ENGINEER SUPPLIES	293.75	293.75
	1/30/2024	0001551	TACOMA SCREW PRODUCTS 140098237-00	12/11/2023	MAINTENANCE SUPPLIES - P	157.70	157.70
	1/30/2024	0001573	THOMAS BUILDING CENTER I31012270	1/12/2024	MAINTENANCE SUPPLIES - S	1,448.36	
			31008044	12/8/2023	MAINTENANCE SUPPLIES - S	228.67	1,677.03
	1/30/2024	0002632	TRIGG INDUSTRIES INTERNA4885 - 14773	9/15/2023	ENGINEER SUPPLIES - TRAF	405.33	
			4893 - 14775	9/21/2023	ENGINEER SUPPLIES - TRAF	405.33	810.66
	1/30/2024	0001688	WA ST ASSOC OF COUNTIES TRAN2024-44	1/1/2024	2024 TRANSPORTATION DUE	4,401.00	4,401.00
	1/30/2024	0001300	PUBLIC UTILITY DISTRICT 119587-011624	1/16/2024	12/11/23~01/09/24 971 CARLSI	483.82	483.82
	1/30/2024	0000546	EXPRESS SERVICES, INC 30156684-43401	1/3/2024	12/18/23~12/31/23 BBWA	812.38	812.38
	1/30/2024	0046324	WALTER E NELSON CO, OF W965761	1/19/2024	MAINTENANCE SUPPLIES - B	119.29	119.29
Sub total for U S BANK:							14,462.45

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/30/2024	0000159	BOB BARKER CO INC	#INV1977697	1/9/2024	INMATE COMMISSARY ITEMS	416.44	416.44
1/30/2024	0000296	CENTURYLINK	406092135-Jan2	1/6/2024	DATA CONNECTION	1,236.30	1,236.30
1/30/2024	0000296	CENTURYLINK	300421654-Jan2	1/6/2024	TELEPHONE SERVICE	227.93	227.93
1/30/2024	0000332	CLALLAM CO AUDITORS TAX	Jan-Dec2023	1/18/2024	INMATE COMMISSARY FUND	193.07	193.07
1/30/2024	0000459	DAY WIRELESS SYSTEMS INC	#INV808906	1/11/2024	RECAP OF ELTEK BATTERY S	5,638.51	5,638.51
1/30/2024	0000812	JIFFY CLEANERS	011624	1/16/2024	UNIFORM CLEANINGS & TABI	266.75	266.75
1/30/2024	0001140	OLYMPIC PRINTERS INC	33786	1/4/2024	7,000 #10 ENVELOPES	882.37	882.37
1/30/2024	0001252	PORT ANGELES, CITY OF	82917	12/20/2023	STOP GRANT TRAVEL & TRAI	2,635.65	
			82495-151160-J;	1/16/2024	UTILITIES - FRONT ST.	507.38	
			82841	12/19/2023	1/2 ROOM RENTAL - OPLEAA	128.75	3,271.78
1/30/2024	0001298	PUBLIC UTILITY DISTRICT NO14741000-Jan24	14741000-Jan24	1/4/2024	UTILITIES - OPSCAN TOWER	73.01	73.01
1/30/2024	0001428	SEQUIM GAZETTE	SG-521672-Jan2	1/11/2024	52 WEEKS SUBSCRIPTION	70.00	70.00
1/30/2024	0001543	SWANSONS SERVICES CORP	1799480	1/4/2024	INDIGENT PACKS	31.63	31.63
1/30/2024	0001735	WASHINGTON ST SHERIFFS	/2024-00500	1/10/2024	ACTIVE DUES - BRIAN KING	1,360.00	1,360.00
1/30/2024	0003410	LEMAY MOBILE SHREDDING	4823326S-085	1/1/2024	SHREDDING	16.84	16.84
1/30/2024	0026586	EASTMAN, GEORGE	122823	12/28/2023	MILEAGE FOR CHAPLAIN DU	104.80	104.80
1/30/2024	0033486	LN CURTIS & SONS INC	INV782416	1/12/2024	GAS MASKS FOR ESTEP, BRI	2,083.10	2,083.10
1/30/2024	0037246	MITCHELL, KAREN	010824	1/8/2024	PROJECT LIFESAVER MILEAC	18.76	18.76
1/30/2024	0040672	ENDUR ID INC	20-22341	12/21/2023	WRISTBANDS FOR PRISONE	1,077.08	1,077.08
1/30/2024	0041605	HOME DEPOT PRO	782658561	1/3/2024	JAIL & KITCHEN SUPPLIES	1,949.31	1,949.31
1/30/2024	0046683	ODP BUSINESS SOLUTIONS	L348726760001	12/29/2023	OFFICE SUPPLIES	59.93	59.93
1/30/2024	0047572	GEIGER	5386068	1/10/2024	HEAT SEAL BACKING	487.83	487.83
1/30/2024	0049351	TEDDER INDUSTRIES LLC	#INV264062	4/7/2023	DUTY HOLSTERS	550.53	550.53

Sub total for U S BANK: 20,015.97

Sheriff (2)

Vendor Totals

Vendor	Number of Invoices	Amount	Retained/Withheld Amount	Total
0000360 CLALLAM COUNTY ER&R	5	48,911.39	0.00	48,911.39
0000354 CLALLAM COUNTY SEWER DIVISION	1	56.50	0.00	56.50
Grand Total:	6	48,967.89	0.00	48,967.89

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Final Check List
CLALLAM COUNTY

Sheriff Jail Med

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/30/2024	0001136	OLYMPIC MEDICAL CENTER	460176-Jan24	10/7/2024	INMATE MEDICAL	240.00	240.00
1/30/2024	0025115	RADIA INC PS	ZBJYHIT	10/30/2023	INMATE MEDICAL	50.49	
			ZBKXZLD	12/8/2023	INMATE MEDICAL	50.49	
			ZBKXZJX	12/30/2023	INMATE MEDICAL	27.14	
			ZBKXZKH	12/30/2023	INMATE MEDICAL	23.35	
			ZBKXZLL	12/29/2023	INMATE MEDICAL	5.12	
			ZBKXZKH	12/8/2023	INMATE MEDICAL	5.12	
			ZBKXZKH	12/30/2023	INMATE MEDICAL	4.93	
			ZBKXZLL	12/30/2023	INMATE MEDICAL	4.93	171.57
1/30/2024	0041537	MCKESSON MEDICAL-SURGI	21566374	1/10/2024	CLINIC SUPPLIES	575.52	
			21524476	12/29/2023	CLINIC SUPPLIES	407.51	
			21526787	12/29/2023	CLINIC SUPPLIES	160.04	
			21523616	12/9/2023	CLINIC SUPPLIES	123.99	
			21543167	1/4/2024	CLINIC SUPPLIES	107.30	
			21550582	1/5/2024	CLINIC SUPPLIES	30.49	
			21527556	12/30/2023	CLINIC SUPPLIES	29.03	
			21528039	12/31/2023	CLINIC SUPPLIES	15.64	
			21523178	12/28/2023	CLINIC SUPPLIES	9.42	
			21523148	12/28/2023	CLINIC SUPPLIES	7.30	
			21574678	1/11/2024	CLINIC SUPPLIES	4.53	1,470.77
1/30/2024	0048022	SOUND INPATIENT PHYSICIAN	ZBJVBH0	11/26/2023	INMATE MEDICAL	114.16	
			ZBJYWNR	12/19/2023	INMATE MEDICAL	114.16	
			ZBKPAH6	12/26/2023	INMATE MEDICAL	85.22	
			ZBJVBHL	12/17/2023	INMATE MEDICAL	78.58	
			ZBKPAH5	12/26/2023	INMATE MEDICAL	78.58	
			ZBJVBH6	11/5/2023	INMATE MEDICAL	46.71	
			ZBJVBHB	11/3/2023	INMATE MEDICAL	46.71	
			ZBJYWNO	12/21/2023	INMATE MEDICAL	33.93	598.05
Sub total for U S BANK:							2,480.39

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Final Check List
CLALLAM COUNTY

Superior Court

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/30/2024	0000357	CLALLAM-JEFFERSON CO PR12-23 CF		1/12/2024	DECEMBER 2023 - CF SURCH	420.00	420.00
1/30/2024	0001212	PENINSULA DISPUTE RESOL12-23 PDRC		1/12/2024	DECEMBER 2023 - PDRC SUF	1,275.00	1,275.00
Sub total for U S BANK:							1,695.00

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Final Check List
CLALLAM COUNTY

Treasurer

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/30/2024	0000331	CLALLAM COUNTY AUDITOR	24-159656	1/17/2024	CURRENT USE REMOVAL RE	304.50	304.50
1/30/2024	0021407	MASTER'S TOUCH, LLC, THE	E89172	1/17/2024	STATEMENT POSTAGE ESTIM	14,500.00	14,500.00
1/30/2024	0040381	ACI PAYMENTS INC	1000108050	1/17/2024	ACH RETURNED PAYMENTS	4.00	4.00
1/30/2024	0046683	ODP BUSINESS SOLUTIONS	L347033447001	1/17/2024	OFFICE SUPPLIES	154.98	154.98
Sub total for U S BANK:							14,963.48

apChkLst
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Final Check List
CLALLAM COUNTY

Veterans

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/18/2024	0001252	PORT ANGELES, CITY OF	PH9023 1/17/24	1/17/2024	UTILITIES	108.71	108.71
1/18/2024	0001300	PUBLIC UTILITY DISTRICT.	WD6825 1/17/24	1/17/2024	UTILITIES	229.92	229.92
1/18/2024	0019262	PARTNERS IN WELL-BEING, I	IJJ1141 1/17/24	1/17/2024	COUSELING	1,260.00	1,260.00
1/18/2024	0020849	U S BANK	GW3594 1/17/24	1/17/2024	FOOD	150.00	
			LP2044 1/17/24	1/17/2024	FUEL	150.00	
			MA8469 1/17/24	1/17/2024	FOOD	150.00	
			SD0379 1/17/24	1/17/2024	FOOD	150.00	
			AT4817 1/17/24	1/17/2024	FOOD	100.00	
			MC2576 1/17/24	1/17/2024	FOOD	100.00	
			MJ0264 1/17/24	1/17/2024	FOOD	100.00	
			RM4929 1/17/24	1/17/2024	FUEL	100.00	1,000.00
1/18/2024	0033838	GLAVIN MOVING COMPANY	LD0070 1/17/24	1/17/2024	OTHER	320.00	320.00
Sub total for U S BANK:							2,918.63

Vendor Totals				
Vendor	Number of Invoices	Amount	Retained/Withheld Amount	Total
0000360 CLALLAM COUNTY ER&R	1	405.00	0.00	405.00
Grand Total:	1	405.00	0.00	405.00



16
JAN 30 2024

Payroll Ending: 1/15/2024

Gross Earnings:	\$937,826.82
Benefits Paid:	\$202,227.50
Total Expenditures:	\$1,140,054.32

STATE OF WASHINGTON)
)
COUNTY OF CLALLAM)

This is to certify that the foregoing 'Labor Distribution Totals by Fund' Report for the period herein indicated is a full, true, and correct representation of the earnings and benefits paid to all Clallam County employees as recorded in the books of original entry maintained by this office.

WITNESS MY HAND THIS 24th DAY OF January 2024


SANDRA L. WILLIAMS, CHIEF DEPUTY FOR
SHOONA RIGGS, CLALLAM COUNTY AUDITOR

CLALLAM COUNTY BOARD OF COMMISSIONERS does hereby certify that the payroll herein specified has been disbursed and that the earnings and benefits listed above are approved for payment:

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

RANDY JOHNSON

MARK OZIAS

MIKE FRENCH

(County Administrator)

COPY

Payroll and Benefits Paid for semi-monthly payroll: January 25, 2024

Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employee s Paid by Fund #	Total Expenditures
COUNTY (Semi-Monthly)					
General Fund	00100	680,358.81	144,730.54	210	825,089.35
HHS	11301	24,911.27	4,732.16	10	29,643.43
Prosecutor-Local Crime Victim	11701	2,653.86	476.37	1	3,130.23
Auditor-Doc Preservation	12401	2,124.00	428.24	2	2,552.24
Noxious Weed Control	13001	2,884.86	658.89	1	3,543.75
Veterans Relief	19914	4,690.68	941.01	2	5,631.69
Affordable Housing Sales Tax	19951	4,452.60	865.98	1	5,318.58
HR-Risk Management	50401	14,313.13	3,084.97	4	17,398.10
HR-Workers Compensation	50501	1,788.18	379.31	2	2,167.49
		738,177.39	156,297.47	894,474.86	
ROADS					
PW - Roads	10101	159,002.43	37,022.95	59	196,025.38
PW - Flood Control	10135	4,205.86	865.00	4	5,070.86
PW - Broadband Infrastructure	30805	395.94	91.8	1	487.74
PW - Solid Waste	40201	960.62	215.88	3	1,176.50
Clallam Bay/Sekiu Sewer	41401	14,129.39	3,162.06	8	17,291.45
PW - Carlsborg Sewer M&O	42401	819.83	179.38	5	999.21
ER&R	50301	20,135.36	4,392.96	10	24,528.32
TOTALS		199,649.43	45,930.03	245,579.46	
		937,826.82	202,227.50	1,140,054.32	

Prepared by:



Sherry Price, Deputy Auditor

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/15/2024-2 Cycle sc

Page: 1

Fund Worked : 00100
Emps : 210

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	487,478.24	14,079.37	h	HOLIDAY	95,423.98	2,717.40
s	SICK	22,177.65	639.03	v	VACATION	19,887.83	529.39
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	17,906.41	212.75	fh	FLOATING HOLIDAY	8,830.10	250.00
o15s	OVERTIME X 1.5 - SHERIFF DEPT	5,923.55	111.75	sc15	HHS SCANNING PROJ OT X 1.5	4,135.72	90.75
ohjd	OT HOLIDAY - JUV DETENTION	4,067.38	108.50	vp	VACATION PAYOFF	3,632.31	96.36
fl	FUNERAL LEAVE	2,223.29	24.00	o20m	OT X 2.0 - CORR MANDATORY/SHRF	1,218.60	20.00
accred	ACCREDITATION PAY	1,196.03		adml	ADMINISTRATIVE LEAVE PAID	1,159.08	48.00
auto	AUTO ALLOWANCE CONTRACTUAL	1,020.00		stby	STANDBY PAY	972.24	25.00
aute	AUTO ALLOWANCE ELECTED	680.00		bsba	BS/BA EDUCATION INCENTIVE	544.70	
oth	OVERTIME X 1.5 - HOURLY	454.19	30.25	mil	MILITARY LEAVE	254.17	8.00
o15j	OVERTIME x 1.5 - JUV DETENTION	208.51	5.50	phsm	PHONE STIPEND SMART PHONE	180.00	
fhp	FLOATING HOLIDAY PAID	156.78	4.00	uapr	URINE ANALYSIS PREMIUM	134.00	
aspj	ACTING SUPERVISOR PAY JUVENILE	120.72	95.50	detpay	DETECTIVE PAY	103.44	
dont	DONATED TIME USED	86.45	3.58	cu	COMP USED	76.55	1.50
aaas	AA/AS EDUCATION INCENTIVE	64.39		spt	SICK PAYOFF - TERMINATION 10%	23.21	9.61
asp	SHERIFF ACTING SUPERVISOR PAY	19.29	12.00				
				Totals:		680,358.81	19,122.24

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	58,095.41	socsec	SOCIAL SECURITY	41,908.62
pers2	PERS 2 RETIREMENT	30,060.00	401a	401A DEFERRED COMPENSATION	14,859.79
icm457	ICMA DEFERRED COMP	12,212.32	medtx	MEDICARE TAX	9,801.30
psers	PSERS RETIREMENT	5,612.52	leoff2	LEOFF 2 RETIREMENT	5,341.40
rth457	ROTH-ICMA DEFERRED COMP	3,840.84	fmlatx	WA Paid Family & Medical Leave	3,572.43
wacare	WA Long-Term Care	3,431.42	udteam	UNION DUES - TEAMSTERS	3,384.59
pers3	PERS 3 RETIREMENT	3,112.54	n457	NATIONWIDE 457	1,487.50
dshs	DSHS CHILD SUPPORT	1,287.47	l&i	L&I - SELF INSURED	1,269.38
h457	MASSMUTUAL 457	1,181.89	adv	ADVANCE REPAYMENT	1,067.68
dshsca	DSHS CHILD SUPPORT CALIFORNIA	750.00	udpd	UNION DUES - 1619 D	535.22
pers1	PERS 1 RETIREMENT	430.60	udcd	UNION DUES - 1619 CD C	422.76
udmp	UNION DUES - 1619 MP	383.76	udlc	UNION DUES - 1619 LC	380.47
evggar	EVERGREEN FIN GARNISHMENT	345.57	udcs	UNION DUES - 1619 CS	63.96
genpre	SUN LIFE PRE TAX	50.59	udtint	TEAMSTERS INIT FEE or ADJ	50.00
udps	UNION DUES - 1619 S	37.73	garufe	GARNISHMENT FEE	12.00
			Totals:		204,989.76

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/15/2024-2 Cycle sc

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Fund Worked : 00100
Emps : 210

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	44,301.22
I&i L&I - SELF INSURED	14,697.30
medtx MEDICARE TAX	9,801.30
pers3 PERS 3 RETIREMENT	4,481.15
medpre HEALTH INSURANCE PRE TAX	1,487.90
unemp UNEMPLOYMENT	1,285.96
vebahr HRA VEBA	182.83

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	41,908.62
401a 401A DEFERRED COMPENSATION	12,840.93
psers PSERS RETIREMENT	8,256.17
leoff2 LEOFF 2 RETIREMENT	3,331.34
fmlatx WA Paid Family & Medical Leave	1,428.89
pers1 PERS 1 RETIREMENT	683.93
genpre SUN LIFE PRE TAX	43.00

Totals: 144,730.54

Gross Earnings by Fund: 680,358.81 19,122.24

Total Fund Deductions: 204,989.76

Fund Net: 475,369.05

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/15/2024-2 Cycle sc

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Fund Worked : 11301
Emps : 10

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		13,715.35	462.00	sc15	HHS SCANNING PROJ OT X 1.5		5,182.24	106.75
h	HOLIDAY		3,323.07	112.00	vp	VACATION PAYOFF		2,038.76	58.44
v	VACATION		214.09	6.50	s	SICK		188.68	8.50
adml	ADMINISTRATIVE LEAVE PAID		179.23	5.00	spt	SICK PAYOFF - TERMINATION 10%		60.89	18.55
cp	COMP TIME PAID - COUNTY		8.96	0.25					
					Totals:			24,911.27	777.99
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		2,247.15	garnfe	GARNISHMENT FEE		2,235.55		
socsec	SOCIAL SECURITY		1,544.51	pers2	PERS 2 RETIREMENT		1,450.82		
401a	401A DEFERRED COMPENSATION		565.28	udteam	UNION DUES - TEAMSTERS		373.28		
medtx	MEDICARE TAX		361.23	icm457	ICMA DEFERRED COMP		185.76		
fmlatx	WA Paid Family & Medical Leave		131.69	wacare	WA Long-Term Care		125.59		
rth457	ROTH-ICMA DEFERRED COMP		57.35	l&i	L&I - SELF INSURED		48.42		
h457	MASSMUTUAL 457		42.90						
				Totals:			9,369.53		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		2,173.95	socsec	SOCIAL SECURITY		1,544.51		
medtx	MEDICARE TAX		361.23	401a	401A DEFERRED COMPENSATION		284.61		
l&i	L&I - SELF INSURED		269.55	fmlatx	WA Paid Family & Medical Leave		52.67		
unemp	UNEMPLOYMENT		45.64						
				Totals:			4,732.16		
				Gross Earnings by Fund:			24,911.27	777.99	
				Total Fund Deductions:			9,369.53		
				Fund Net:			15,541.74		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/15/2024-2 Cycle sc

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Fund Worked : 11701
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,688.82	56.00	s	SICK		482.52	16.00
h	HOLIDAY		482.52	16.00					
					Totals:			2,653.86	88.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		168.79	socsec	SOCIAL SECURITY		164.54		
fedtx	FEDERAL WITHHOLDING TAX		91.58	medtx	MEDICARE TAX		38.48		
udteam	UNION DUES - TEAMSTERS		34.00	wacare	WA Long-Term Care		15.39		
fmlatx	WA Paid Family & Medical Leave		14.03	l&i	L&I - SELF INSURED		4.72		
				Totals:			531.53		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		252.91	socsec	SOCIAL SECURITY		164.54		
medtx	MEDICARE TAX		38.48	l&i	L&I - SELF INSURED		9.52		
fmlatx	WA Paid Family & Medical Leave		5.61	unemp	UNEMPLOYMENT		5.31		
				Totals:			476.37		
				Gross Earnings by Fund:			2,653.86	88.00	
				Total Fund Deductions:			531.53		
				Fund Net:			2,122.33		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/15/2024-2 Cycle sc

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Fund Worked : 12401
Emps : 2

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	1,718.50	71.38	h	HOLIDAY	386.18	16.00
cu	COMP USED	19.32	0.63				
Totals:						2,124.00	88.01

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	143.26
socsec	SOCIAL SECURITY	131.69
medtx	MEDICARE TAX	30.80
icm457	ICMA DEFERRED COMP	25.00
fmlatx	WA Paid Family & Medical Leave	11.23

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	135.08
401a	401A DEFERRED COMPENSATION	43.32
udteam	UNION DUES - TEAMSTERS	27.13
wacare	WA Long-Term Care	12.31
l&i	L&I - SELF INSURED	5.99
Totals:		565.81

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	202.42
401a	401A DEFERRED COMPENSATION	42.47
l&i	L&I - SELF INSURED	12.13
unemp	UNEMPLOYMENT	4.24

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	131.69
medtx	MEDICARE TAX	30.80
fmlatx	WA Paid Family & Medical Leave	4.49
Totals:		428.24

Gross Earnings by Fund:	2,124.00	88.01
Total Fund Deductions:	565.81	
Fund Net:	1,558.19	

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/15/2024-2 Cycle sc

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Fund Worked : 13001
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		2,147.26	65.50	h	HOLIDAY		524.51	16.00
v	VACATION		213.09	6.50					
					Totals:			2,884.86	88.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		224.19	pers2	PERS 2 RETIREMENT		183.48		
socsec	SOCIAL SECURITY		178.86	401a	401A DEFERRED COMPENSATION		144.24		
medtx	MEDICARE TAX		41.83	udmp	UNION DUES - 1619 MP		31.98		
wacare	WA Long-Term Care		16.73	fmlatx	WA Paid Family & Medical Leave		15.25		
l&i	L&I - SELF INSURED		6.74						
				Totals:			843.30		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		274.93	socsec	SOCIAL SECURITY		178.86		
l&i	L&I - SELF INSURED		93.70	401a	401A DEFERRED COMPENSATION		57.70		
medtx	MEDICARE TAX		41.83	fmlatx	WA Paid Family & Medical Leave		6.10		
unemp	UNEMPLOYMENT		5.77						
				Totals:			658.89		
				Gross Earnings by Fund:			2,884.86	88.00	
				Total Fund Deductions:			843.30		
				Fund Net:			2,041.56		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/15/2024-2 Cycle sc

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Fund Worked : 19914
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		3,837.82	129.60	h	HOLIDAY		852.86	28.80
					Totals:			4,690.68	158.40
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		298.33	socsec	SOCIAL SECURITY		290.82		
fedtx	FEDERAL WITHHOLDING TAX		274.18	401a	401A DEFERRED COMPENSATION		188.76		
medtx	MEDICARE TAX		68.01	udteam	UNION DUES - TEAMSTERS		68.00		
wacare	WA Long-Term Care		27.20	fmlatx	WA Paid Family & Medical Leave		24.80		
l&i	L&I - SELF INSURED		10.91	Totals:			1,251.01		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		447.02	socsec	SOCIAL SECURITY		290.82		
401a	401A DEFERRED COMPENSATION		93.82	medtx	MEDICARE TAX		68.01		
l&i	L&I - SELF INSURED		22.03	fmlatx	WA Paid Family & Medical Leave		9.92		
unemp	UNEMPLOYMENT		9.39	Totals:			941.01		
				Gross Earnings by Fund:			4,690.68	158.40	
				Total Fund Deductions:			1,251.01		
				Fund Net:			3,439.67		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
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Fund Worked : 19951
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		2,725.31	56.00	s	SICK		778.66	16.00
h	HOLIDAY		778.63	16.00	auto	AUTO ALLOWANCE CONTRACTUAL		170.00	
					Totals:			4,452.60	88.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		582.58	socsec	SOCIAL SECURITY		276.06		
pers2	PERS 2 RETIREMENT		272.37	401a	401A DEFERRED COMPENSATION		214.13		
medtx	MEDICARE TAX		64.56	wacare	WA Long-Term Care		25.83		
fmlatx	WA Paid Family & Medical Leave		23.54	l&i	L&I - SELF INSURED		6.74		
				Totals:			1,465.81		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		408.13	socsec	SOCIAL SECURITY		276.06		
401a	401A DEFERRED COMPENSATION		85.65	medtx	MEDICARE TAX		64.56		
l&i	L&I - SELF INSURED		13.60	fmlatx	WA Paid Family & Medical Leave		9.41		
unemp	UNEMPLOYMENT		8.57						
				Totals:			865.98		
				Gross Earnings by Fund:			4,452.60	88.00	
				Total Fund Deductions:			1,465.81		
				Fund Net:			2,986.79		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
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Fund Worked : 50401
Emps : 4

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		11,397.38	240.31	h	HOLIDAY		2,445.03	52.00
s	SICK		187.95	5.00	auto	AUTO ALLOWANCE CONTRACTUAL		170.00	
v	VACATION		112.77	3.00					
					Totals:			14,313.13	300.31
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		1,828.77	socsec	SOCIAL SECURITY		928.90		
h457	MASSMUTUAL 457		621.26	pers2	PERS 2 RETIREMENT		464.07		
medtx	MEDICARE TAX		217.24	icm457	ICMA DEFERRED COMP		179.03		
401a	401A DEFERRED COMPENSATION		167.28	wacare	WA Long-Term Care		83.02		
fmlatx	WA Paid Family & Medical Leave		75.66	l&i	L&I - SELF INSURED		21.90		
				Totals:			4,587.13		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
socsec	SOCIAL SECURITY		928.90	pers2	PERS 2 RETIREMENT		695.38		
h457	MASSMUTUAL 457		652.46	401a	401A DEFERRED COMPENSATION		488.26		
medtx	MEDICARE TAX		217.24	l&i	L&I - SELF INSURED		44.20		
fmlatx	WA Paid Family & Medical Leave		30.25	unemp	UNEMPLOYMENT		28.28		
				Totals:			3,084.97		
				Gross Earnings by Fund:			14,313.13		300.31
				Total Fund Deductions:			4,587.13		
				Fund Net:			9,726.00		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/15/2024-2 Cycle sc

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Fund Worked : 50501
Emps : 2

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	1,409.28	29.96	h	HOLIDAY	288.16	5.60
v	VACATION	72.59	0.80	s	SICK	18.15	0.20
				Totals:		1,788.18	36.56
Deduction Code and Description		Amount	Deduction Code and Description		Amount		
fedtx	FEDERAL WITHHOLDING TAX	215.02	icm457	ICMA DEFERRED COMP	142.27		
rth457	ROTH-ICMA DEFERRED COMP	122.39	401a	401A DEFERRED COMPENSATION	116.60		
pers2	PERS 2 RETIREMENT	112.67	socsec	SOCIAL SECURITY	111.17		
medtx	MEDICARE TAX	26.01	fmlatx	WA Paid Family & Medical Leave	9.45		
wacare	WA Long-Term Care	5.76	l&i	L&I - SELF INSURED	2.34		
			Totals:		863.68		
Benefit Code and Description		Amount	Benefit Code and Description		Amount		
pers2	PERS 2 RETIREMENT	170.42	socsec	SOCIAL SECURITY	111.17		
401a	401A DEFERRED COMPENSATION	59.58	medtx	MEDICARE TAX	26.01		
l&i	L&I - SELF INSURED	4.76	fmlatx	WA Paid Family & Medical Leave	3.78		
unemp	UNEMPLOYMENT	3.59					
			Totals:		379.31		
			Gross Earnings by Fund:		1,788.18		36.56
			Total Fund Deductions:		863.68		
			Fund Net:		924.50		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/15/2024-2 Cycle sc

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Fund Worked : - Totals -
Emps : 226

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		526,117.96	15,190.12	h	HOLIDAY		104,504.94	2,979.80
s	SICK		23,833.61	684.73	v	VACATION		20,500.37	546.19
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF		17,906.41	212.75	sc15	HHS SCANNING PROJ OT X 1.5		9,317.96	197.50
fh	FLOATING HOLIDAY		8,830.10	250.00	o15s	OVERTIME X 1.5 - SHERIFF DEPT		5,923.55	111.75
vp	VACATION PAYOFF		5,671.07	154.80	ohjd	OT HOLIDAY - JUV DETENTION		4,067.38	108.50
fl	FUNERAL LEAVE		2,223.29	24.00	auto	AUTO ALLOWANCE CONTRACTUAL		1,360.00	
adml	ADMINISTRATIVE LEAVE PAID		1,338.31	53.00	o20m	OT X 2.0 - CORR MANDATORY/SHRF		1,218.60	20.00
accred	ACCREDITATION PAY		1,196.03		stby	STANDBY PAY		972.24	25.00
aute	AUTO ALLOWANCE ELECTED		680.00		bsba	BS/BA EDUCATION INCENTIVE		544.70	
oth	OVERTIME X 1.5 - HOURLY		454.19	30.25	mil	MILITARY LEAVE		254.17	8.00
o15j	OVERTIME x 1.5 - JUV DETENTION		208.51	5.50	phsm	PHONE STIPEND SMART PHONE		180.00	
fhp	FLOATING HOLIDAY PAID		156.78	4.00	uapr	URINE ANALYSIS PREMIUM		134.00	
aspj	ACTING SUPERVISOR PAY JUVENILE		120.72	95.50	detpay	DETECTIVE PAY		103.44	
cu	COMP USED		95.87	2.13	dont	DONATED TIME USED		86.45	3.58
spt	SICK PAYOFF - TERMINATION 10%		84.10	28.16	aaas	AA/AS EDUCATION INCENTIVE		64.39	
asp	SHERIFF ACTING SUPERVISOR PAY		19.29	12.00	cp	COMP TIME PAID - COUNTY		8.96	0.25
					Totals:			738,177.39	20,747.51

Deduction Code and Description			Amount	Deduction Code and Description			Amount
fedtx	FEDERAL WITHHOLDING TAX		63,702.14	socsec	SOCIAL SECURITY		45,535.17
pers2	PERS 2 RETIREMENT		33,145.61	401a	401A DEFERRED COMPENSATION		16,299.40
icm457	ICMA DEFERRED COMP		12,744.38	medtx	MEDICARE TAX		10,649.46
psers	PSERS RETIREMENT		5,612.52	leoff2	LEOFF 2 RETIREMENT		5,341.40
rth457	ROTH-ICMA DEFERRED COMP		4,020.58	udteam	UNION DUES - TEAMSTERS		3,887.00
fmlatx	WA Paid Family & Medical Leave		3,878.08	wacare	WA Long-Term Care		3,743.25
pers3	PERS 3 RETIREMENT		3,112.54	garnfe	GARNISHMENT FEE		2,247.55
h457	MASSMUTUAL 457		1,846.05	n457	NATIONWIDE 457		1,487.50
l&i	L&I - SELF INSURED		1,377.14	dshs	DSHS CHILD SUPPORT		1,287.47
adv	ADVANCE REPAYMENT		1,067.68	dshsca	DSHS CHILD SUPPORT CALIFORNIA		750.00
udpd	UNION DUES - 1619 D		535.22	pers1	PERS 1 RETIREMENT		430.60
udcd	UNION DUES - 1619 CD C		422.76	udmp	UNION DUES - 1619 MP		415.74
udlc	UNION DUES - 1619 LC		380.47	evggar	EVERGREEN FIN GARNISHMENT		345.57
udcs	UNION DUES - 1619 CS		63.96	genpre	SUN LIFE PRE TAX		50.59
udtint	TEAMSTERS INIT FEE or ADJ		50.00	udps	UNION DUES - 1619 S		37.73
				Totals:			224,467.56

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Labor Distribution Totals By Fund
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Fund Worked : - Totals -
Emps : 226

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	48,926.38
l&i L&I - SELF INSURED	15,166.79
medtx MEDICARE TAX	10,649.46
pers3 PERS 3 RETIREMENT	4,481.15
fmlatx WA Paid Family & Medical Leave	1,551.12
unemp UNEMPLOYMENT	1,396.75
h457 MASSMUTUAL 457	652.46
genpre SUN LIFE PRE TAX	43.00

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	45,535.17
401a 401A DEFERRED COMPENSATION	13,953.02
psers PSERS RETIREMENT	8,256.17
leoff2 LEOFF 2 RETIREMENT	3,331.34
medpre HEALTH INSURANCE PRE TAX	1,487.90
pers1 PERS 1 RETIREMENT	683.93
vebahr HRA VEBA	182.83

Totals: 156,297.47

Grand Total Gross Earnings: 738,177.39 20,747.51

Grand Total Deductions: 224,467.56

Grand Total Net: 513,709.83

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/15/2024-2 Cycle s

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Fund Worked : 10101
Emps : 59

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		106,083.92	3,311.70	h	HOLIDAY		28,025.93	860.80
o15r	OVERTIME X 1.5 - ROADS DEPT		18,516.25	411.00	s	SICK		7,961.81	232.36
v	VACATION		6,261.36	178.64	fh	FLOATING HOLIDAY		1,118.11	26.00
auto	AUTO ALLOWANCE CONTRACTUAL		340.00		cu	COMP USED		262.72	9.50
c15r	COMP EARNED X 1.5 ROADS		-9,567.67	-215.00					
					Totals:			159,002.43	4,815.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		13,422.70	socsec	SOCIAL SECURITY		9,966.68		
pers2	PERS 2 RETIREMENT		9,843.82	icm457	ICMA DEFERRED COMP		3,379.27		
401a	401A DEFERRED COMPENSATION		2,607.78	medtx	MEDICARE TAX		2,330.89		
udteam	UNION DUES - TEAMSTERS		1,634.68	fmlatx	WA Paid Family & Medical Leave		849.34		
wacare	WA Long-Term Care		822.64	h457	MASSMUTUAL 457		570.17		
c13gar	CHAPTER 13 GARNISHMENT		538.00	l&i	L&I - SELF INSURED		325.71		
pers3	PERS 3 RETIREMENT		281.20	udmp	UNION DUES - 1619 MP		148.09		
garufe	GARNISHMENT FEE		0.50						
					Totals:		46,721.47		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		14,590.08	socsec	SOCIAL SECURITY		9,862.65		
l&i	L&I - SELF INSURED		6,166.91	401a	401A DEFERRED COMPENSATION		2,912.64		
medtx	MEDICARE TAX		2,306.55	pers3	PERS 3 RETIREMENT		530.48		
fmlatx	WA Paid Family & Medical Leave		336.15	unemp	UNEMPLOYMENT		317.49		
					Totals:		37,022.95		
					Gross Earnings by Fund:		159,002.43	4,815.00	
					Total Fund Deductions:		46,721.47		
					Fund Net:		112,280.96		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
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Fund Worked : 10135
Emps : 4

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		3,612.42	90.50	h	HOLIDAY		593.44	16.00
					Totals:			4,205.86	106.50
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		346.27		401a	401A DEFERRED COMPENSATION		332.00	
socsec	SOCIAL SECURITY		260.91		pers2	PERS 2 RETIREMENT		227.69	
medtx	MEDICARE TAX		61.02		udmp	UNION DUES - 1619 MP		33.98	
pers3	PERS 3 RETIREMENT		30.10		wacare	WA Long-Term Care		24.39	
fmlatx	WA Paid Family & Medical Leave		22.23		icm457	ICMA DEFERRED COMP		22.14	
l&i	L&I - SELF INSURED		8.11		h457	MASSMUTUAL 457		6.60	
					Totals:			1,375.44	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		341.53		socsec	SOCIAL SECURITY		260.91	
401a	401A DEFERRED COMPENSATION		91.50		medtx	MEDICARE TAX		61.02	
pers3	PERS 3 RETIREMENT		59.30		l&i	L&I - SELF INSURED		33.43	
fmlatx	WA Paid Family & Medical Leave		8.90		unemp	UNEMPLOYMENT		8.41	
					Totals:			865.00	
					Gross Earnings by Fund:			4,205.86	106.50
					Total Fund Deductions:			1,375.44	
					Fund Net:			2,830.42	

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/15/2024-2 Cycle s

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Fund Worked : 30805
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		395.94	7.00					
					Totals:			395.94	7.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		31.54		socsec	SOCIAL SECURITY		24.63	
pers3	PERS 3 RETIREMENT		19.16		icm457	ICMA DEFERRED COMP		11.49	
medtx	MEDICARE TAX		5.76		wacare	WA Long-Term Care		2.30	
fmlatx	WA Paid Family & Medical Leave		2.09		l&i	L&I - SELF INSURED		0.51	
					Totals:			97.48	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers3	PERS 3 RETIREMENT		37.73		socsec	SOCIAL SECURITY		24.63	
401a	401A DEFERRED COMPENSATION		11.88		l&i	L&I - SELF INSURED		10.17	
medtx	MEDICARE TAX		5.76		fmlatx	WA Paid Family & Medical Leave		0.84	
unemp	UNEMPLOYMENT		0.79						
					Totals:			91.80	
					Gross Earnings by Fund:			395.94	7.00
					Total Fund Deductions:			97.48	
					Fund Net:			298.46	

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/15/2024-2 Cycle s

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Fund Worked : 40201
Emps : 3

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		960.62	23.00					
					Totals:			960.62	23.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		79.98		socsec	SOCIAL SECURITY		59.57	
pers2	PERS 2 RETIREMENT		59.30		401a	401A DEFERRED COMPENSATION		25.19	
medtx	MEDICARE TAX		13.94		udmp	UNION DUES - 1619 MP		8.18	
wacare	WA Long-Term Care		5.57		fmlatx	WA Paid Family & Medical Leave		5.08	
icm457	ICMA DEFERRED COMP		2.68		l&i	L&I - SELF INSURED		1.77	
pers3	PERS 3 RETIREMENT		1.37						
					Totals:			262.63	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		88.85		socsec	SOCIAL SECURITY		59.57	
l&i	L&I - SELF INSURED		27.34		401a	401A DEFERRED COMPENSATION		19.51	
medtx	MEDICARE TAX		13.94		pers3	PERS 3 RETIREMENT		2.70	
fmlatx	WA Paid Family & Medical Leave		2.04		unemp	UNEMPLOYMENT		1.93	
					Totals:			215.88	
					Gross Earnings by Fund:			960.62	23.00
					Total Fund Deductions:			262.63	
					Fund Net:			697.99	

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/15/2024-2 Cycle s

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Fund Worked : 41401
Emps : 8

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		9,073.02	255.75	h	HOLIDAY		2,202.56	64.00
o15r	OVERTIME X 1.5 - ROADS DEPT		1,985.00	35.00	v	VACATION		444.48	12.00
s	SICK		424.33	17.50					
					Totals:			14,129.39	384.25
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
socsec	SOCIAL SECURITY		876.13	pers2	PERS 2 RETIREMENT		862.67		
fedtx	FEDERAL WITHHOLDING TAX		824.41	medtx	MEDICARE TAX		204.92		
401a	401A DEFERRED COMPENSATION		134.92	udteam	UNION DUES - TEAMSTERS		113.63		
icm457	ICMA DEFERRED COMP		102.12	wacare	WA Long-Term Care		81.96		
fmlatx	WA Paid Family & Medical Leave		74.67	pers3	PERS 3 RETIREMENT		27.37		
udmp	UNION DUES - 1619 MP		25.71	l&i	L&I - SELF INSURED		24.76		
				Totals:			3,353.27		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		1,292.64	socsec	SOCIAL SECURITY		876.13		
l&i	L&I - SELF INSURED		483.68	medtx	MEDICARE TAX		204.92		
401a	401A DEFERRED COMPENSATION		192.62	pers3	PERS 3 RETIREMENT		53.91		
fmlatx	WA Paid Family & Medical Leave		29.89	unemp	UNEMPLOYMENT		28.27		
				Totals:			3,162.06		
				Gross Earnings by Fund:			14,129.39	384.25	
				Total Fund Deductions:			3,353.27		
				Fund Net:			10,776.12		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
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Fund Worked : 42401
Emps : 5

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		819.83	20.05					
					Totals:			819.83	20.05
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		71.66		socsec	SOCIAL SECURITY		50.85	
pers2	PERS 2 RETIREMENT		41.35		401a	401A DEFERRED COMPENSATION		15.44	
medtx	MEDICARE TAX		11.90		pers3	PERS 3 RETIREMENT		8.21	
icm457	ICMA DEFERRED COMP		7.34		wacare	WA Long-Term Care		4.76	
fmlatx	WA Paid Family & Medical Leave		4.35		udmp	UNION DUES - 1619 MP		4.27	
udteam	UNION DUES - TEAMSTERS		2.02		l&i	L&I - SELF INSURED		1.39	
					Totals:			223.54	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
pers2	PERS 2 RETIREMENT		61.96		socsec	SOCIAL SECURITY		50.85	
401a	401A DEFERRED COMPENSATION		18.09		l&i	L&I - SELF INSURED		17.03	
pers3	PERS 3 RETIREMENT		16.17		medtx	MEDICARE TAX		11.90	
fmlatx	WA Paid Family & Medical Leave		1.74		unemp	UNEMPLOYMENT		1.64	
					Totals:			179.38	
					Gross Earnings by Fund:			819.83	20.05
					Total Fund Deductions:			223.54	
					Fund Net:			596.29	

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Labor Distribution Totals By Fund
CLALLAM COUNTY
01/01/2024 to 01/15/2024-2 Cycle s

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Fund Worked : 50301
Emps : 10

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		15,395.83	490.00	h	HOLIDAY		3,266.70	104.00
o15r	OVERTIME X 1.5 - ROADS DEPT		658.51	13.50	s	SICK		488.98	16.00
v	VACATION		325.34	10.00					
					Totals:			20,135.36	633.50
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		1,173.90	socsec	SOCIAL SECURITY		1,144.37		
fedtx	FEDERAL WITHHOLDING TAX		1,030.37	401a	401A DEFERRED COMPENSATION		290.73		
medtx	MEDICARE TAX		267.64	udteam	UNION DUES - TEAMSTERS		165.67		
icm457	ICMA DEFERRED COMP		122.76	wacare	WA Long-Term Care		107.05		
dshs	DSHS CHILD SUPPORT		102.00	fmlatx	WA Paid Family & Medical Leave		97.58		
l&i	L&I - SELF INSURED		39.13	udmp	UNION DUES - 1619 MP		35.61		
garnfe	GARNISHMENT FEE		0.50	Totals:			4,577.31		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		1,918.91	socsec	SOCIAL SECURITY		1,248.40		
l&i	L&I - SELF INSURED		510.58	401a	401A DEFERRED COMPENSATION		340.23		
medtx	MEDICARE TAX		291.98	fmlatx	WA Paid Family & Medical Leave		42.59		
unemp	UNEMPLOYMENT		40.27	Totals:			4,392.96		
				Gross Earnings by Fund:			20,135.36		633.50
				Total Fund Deductions:			4,577.31		
				Fund Net:			15,558.05		

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Labor Distribution Totals By Fund
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01/01/2024 to 01/15/2024-2 Cycle s

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Fund Worked : - Totals -
Emps : 66

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		136,341.58	4,198.00	h	HOLIDAY		34,088.63	1,044.80
o15r	OVERTIME X 1.5 - ROADS DEPT		21,159.76	459.50	s	SICK		8,875.12	265.86
v	VACATION		7,031.18	200.64	fh	FLOATING HOLIDAY		1,118.11	26.00
auto	AUTO ALLOWANCE CONTRACTUAL		340.00		cu	COMP USED		262.72	9.50
c15r	COMP EARNED X 1.5 ROADS		-9,567.67	-215.00					
					Totals:			199,649.43	5,989.30
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		15,806.93	socsec	SOCIAL SECURITY		12,383.14		
pers2	PERS 2 RETIREMENT		12,208.73	icm457	ICMA DEFERRED COMP		3,647.80		
401a	401A DEFERRED COMPENSATION		3,406.06	medtx	MEDICARE TAX		2,896.07		
udteam	UNION DUES - TEAMSTERS		1,916.00	fmlatx	WA Paid Family & Medical Leave		1,055.34		
wacare	WA Long-Term Care		1,048.67	h457	MASSMUTUAL 457		576.77		
c13gar	CHAPTER 13 GARNISHMENT		538.00	l&i	L&I - SELF INSURED		401.38		
pers3	PERS 3 RETIREMENT		367.41	udmp	UNION DUES - 1619 MP		255.84		
dshs	DSHS CHILD SUPPORT		102.00	garnfe	GARNISHMENT FEE		1.00		
				Totals:			56,611.14		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
pers2	PERS 2 RETIREMENT		18,293.97	socsec	SOCIAL SECURITY		12,383.14		
l&i	L&I - SELF INSURED		7,249.14	401a	401A DEFERRED COMPENSATION		3,586.47		
medtx	MEDICARE TAX		2,896.07	pers3	PERS 3 RETIREMENT		700.29		
fmlatx	WA Paid Family & Medical Leave		422.15	unemp	UNEMPLOYMENT		398.80		
				Totals:			45,930.03		
				Grand Total Gross Earnings:			199,649.43		5,989.30
				Grand Total Deductions:			56,611.14		
				Grand Total Net:			143,038.29		



JAN 30 2024

BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of January 22 – 26, 2024

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, January 22, 2024. Present were Commissioners Ozias, Johnson and French, and Administrator Mielke.

Items of discussion per the agenda published January 18 were:

- Calendar/Correspondence
- Discuss and next steps on a Resolution establishing a Timber Revenue Advisory Committee
- Briefing and call for hearing to be held on Tuesday, February 13, 2024 regarding an Ordinance amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule – Fairgrounds Division Services 215-A
- Review and approve of amended Parks Advisory Board Bylaws
- Resolution canceling uncollectible personal property taxes
- Discussion on 2023 refunds and 2024 refund levy
- Agreement with Recreation and Conservation Office for Local Parks Maintenance Grant
- Agreement with Public Utility District No. 1 of Clallam County to remove/replace a water main in conjunction with the Sekiu Sewer Project
- Notice to call for bids to be received no later than Tuesday, February 20, 2024 at 10 a.m. regarding Carlsborg Repaving Project
- Resolution initiating a County Road Project designated as CRP C1261, Traffic Control Devices
- Briefing and notice to call for hearing to be held on Tuesday, February 13, 2024 at 10:30 a.m. regarding a proposed Ordinance titled Recreational Park Trailer Placement
- Code Enforcement Program update
- Discuss and next steps on Hearing Examiner request for proposal
- Legislative session update
- Resolution creating a Board of Commissioners Recompete Grant Department within the General Fund

Meeting concluded at 11:58 a.m. and continued to an executive session to be held at 1 p.m.

EXECUTIVE SESSION

The Board convened in open session at 1 p.m. to discuss potential/pending litigation. Present were Commissioners Ozias, French and Johnson, Chief Civil Prosecuting Attorney Boughton, Deputy Administrator/Risk Reyes, Administrator Mielke, Sheriff's Office King and Wenzl, and Chief Financial Officer Lane.

The Board of Commissioners will discuss with the Prosecuting Attorney's Office potential/pending litigation.

Per RCW 42.30.110(i), the Board may recess into executive session "to discuss with legal counsel representing the agency litigation . . . to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency."

ACTION TAKEN: CRJm to recess to executive session for 30 minutes, CMOs, mc

The Board recessed into executive session at 1:02 p.m.

The Board convened in open session at 1:31 p.m.

ACTION TAKEN: CRJm to recess to move the case to the Federal Court, CMOs, mc

Meeting concluded at 1:31 p.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair French called the meeting to order at 10 a.m., Tuesday, January 22, 2024. Also present were Commissioners Johnson and Ozias and Administrator Mielke.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

PUBLIC COMMENT

- Ed Bowen, Clallam Bay, commented on Taxing Advisory Committee
- Ron Richards, Port Angeles, commented on short term rentals – affordable housing
- James Taylor, Port Angeles, commented on short term rentals – affordable housing

CONSENT AGENDA

- 1a Approval of vouchers for the week of January 15
- 1b Approval of minutes for the week of January 15

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

REPORTS AND PRESENTATIONS

- CMF recognized Layton Bud Lund for his service to Clallam County
 - Pam Rushton, Assessor's Office recognized Lund
- CRJ commented on Olympic Workforce Consortium Board, Healthy Youth Coalition
- CMO commented on Olympic Coast National Marine Sanctuary Meeting, North Olympic Development Council meeting, Department of Natural Resources
- CMF commented on Clallam Bay Fire District 5 meeting, Recompete, Clallam Bay Meeting January 26

CONTRACTS AND AGREEMENTS

- 2a Agreement with Jefferson County Public Health Department for Nurse-Family partnership

ACTION TAKEN: CRJm to approve, CMOs, mc

- 2b Agreement with Washington State Department of Military and U.S. Department of Homeland Security for Emergency Management Preparedness Grant

ACTION TAKEN: CRJm to approve, CMOs, mc

- 2c Agreement with First Step Family Support Center for Developmental Disability Funds/\$88,782

ACTION TAKEN: CRJm to approve, CMOs, mc

- 2d Agreement with Morningside for Developmental Disability Funds/\$38,175

ACTION TAKEN: CRJm to approve, CMOs, mc

- 2e Agreement with Pierce, Jones & Associates LLC Developmental Disability Funds/\$44,647

ACTION TAKEN: CRJm to approve, CMOs, mc

- 2f Agreement with Concerned Citizens Developmental Disability Funds/\$45,420

ACTION TAKEN: CRJm to approve, CMOs, mc

- 2g Agreement with Concerned Citizens Developmental Disability Funds/\$24,188

ACTION TAKEN: CRJm to approve, CMOs, mc

- 2h Agreement with Concerned Citizens Developmental Disability Funds/\$66,250

ACTION TAKEN: CRJm to approve, CMOs, mc

ADMINISTRATION

3a Purchase order for CrowdStrike and Falcon security monitoring and mitigating application suite

ACTION TAKEN: CRJm to issue notice, CMOs, mc

PUBLIC COMMENT

- John Joseph, commented on Jail issues for the public to speak with those in custody (see attached)
- Ron Richard, Port Angeles, commented on Department of Natural Resources, Climate Change
- Ed Telenick, Sequim, commented on Code Enforcement
- Kenneth Reandeau, Port Angeles, commented on Taxing Advisory Committee, Trust Lands Advisory Committee
- Ed Bowen, Clallam Bay, commented on Clallam Bay Fire District 5 Meeting, City of Port Angeles, taxing funds
- Karin Cummins, Sequim, commented on piping, landscape, Towne Road, Noise Ordinance
- Derrick Eberle, Sequim, commented on Towne Road
- Pepai Whipple, Sequim, commented on Towne Road
- Kathleen Keen, Sequim, commented on Clallam County voter research project
- Deidre Unknow last name, Port Angeles, commented on Towne Road
- Blackman, Sequim, showed a sign
- Jeff Tozzer, Sequim, commented on Towne Road
- Virginia Shogren, Sequim, commented on piping project
- Rob White, Sequim, commented on Clallam County Conservation District, piping project
- Denise Lapio, Sequim, commented on Bills

Meeting concluded at 11:20 a.m. and continued to 9 a.m., Monday, January 29, 2024.

The Board of Commissioners attended WSAC Virtual Update, Williams Shore Memorial Pools District Meeting, Coffee with Colleen, and WSAC Legislative Update during the week of January 22.

PASSED AND ADOPTED this 30th day of January 2024.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

KEY TO ABBREVIATIONS:

ATM Administrator Todd Mielke
CMO Commissioner Mark Ozias
CRJ Commissioner Randy Johnson
CMF Commissioner Mike French

m moved
mc motion carried
s seconded

John Joseph RN. ARNP, MSN`
3265 Obrien Rd. Port Angeles, WA. 98362
Phone: 360-460-6707

John Joseph
Public Comment
1/23/24

January 14, 2024

To: County Commissioners of Clallam County, WA.

Re: Inmate Contact while in Clallam County Jail.

Around Thanksgiving time my son Jonathan was arrested for unlawful trespass. He was released from jail the day before Thanksgiving. He missed his first court date and then was re-arrested for trespass again and the warrant for the first no show to court. I don't know all the particulars but was told there are assault charges with the second arrest.

Jonathan is a client at Peninsula Behavior Health. A full Forensic Psychological evaluation was done on July 4, 2023. He is diagnosed with :

Schizophrenia, Bipolar, Depression,

Anti-Social personality and he fits into an Autism Spectrum,

He is in the low spectrum of intelligence in many areas,

Addiction to alcohol and drugs.

He was born an addict; his biological mother was an addict and did not quit drugs when she was pregnant with Jonathan or his sister. My Wife and I adopted Jonathan at 6 years old. Jonathan is now 25.

Our Story is not unlike many other parents and grandparents today raising grandchildren and great grandchildren.

I have been working with Tamara Vanove Family Therapeutic Court Coordinator for the Superior Court of Clallam County, to see if we can get a competency evaluation on Jonathan. He has agreed to an evaluation.

Why am I before you? I have not been able to speak to my son since he has been in jail. He called and it was a collect call from an area code outside of Washington.

I went to the jail to try and speak to my son. Each of the 5 different times I made the trip to the jail, I talked to a different jailer and most of them were not helpful. All they would tell me was go on line and sign up. I asked for help and was told to go to the library. I was told I could write a letter and mail it to my grandson but I am NOT ALLOWED to ask a jailer to give him a note.

The agency that handles the inmate calls are long distance and all calls are collect from anywhere in the states.

There are fee stations in the hall of the jail entrance that I can use. I signed into one of the hall stations. I had to wait 48 hours to see if I am worthy of speaking to my son. I was told I could use the hall computers for visiting. On the third trip to the jail, I was told the hall stations were for SATURDAY VISITS. I went back to the jail on Saturday and was told I could not have a visit that I had to make an appointment.

My son has been in jail from the end of December to present, and I still have not been allowed to contact my disabled son.

This could all have been averted with a clear large print handout explaining the process of visiting inmates. A local person or phone number of someone we can understand to help us through the How, When and Where to contact family who may be in jail.

I believe the Americans with Disability Act is not being met for either the incarcerated or the families of handicap inmates in Clallam County Jail.

Respectfully:

John Joseph RN, ARNP, MSN

INMATE VISITING

WEB ADDRESS: VISITEL.US

PHONE #: 1.800.583.9683

John Joseph
Public comment
1/23/24

CREATING NEW ACCOUNT:

1. SELECT "CREATE A NEW ACCOUNT NOW" OR SIGN-IN WITH USERNAME AND PASSWORD

The screenshot shows the VisiTel website. At the top, there is a navigation bar with links: Home, Make Payment, Visitation, E-mail, Rates, and Help. To the right of the navigation bar, there is a language selector dropdown menu set to "Para Español" and a "Select Language" button. Further right, there are links for "Login" and "New Account". Below the navigation bar, there is a large banner image of a family (a man, a woman, and a young girl) smiling. To the right of the banner, there is a login form with the following fields: "User Name / Email:" and "Password:". Below these fields is a "Submit" button. Above the login form, there is a red error message: "• Invalid account information". Below the login form, there are links for "Lost Password?" and "New Account". Below the banner image, there is a "Welcome!" section with the text: "Welcome to the VisiTel Customer Portal. With a VisiTel account you can schedule Video Visitation calls from your home or at the Detention Center. Once registered you can:" followed by a list of services: "• Schedule and place Video Visitation calls", "• Manage your account online", "• Make payments online", and "• Create a new account now". At the bottom of the page, there is a footer with the text: "VisiTel Copyright © 2015".

VisiTel

Para Español
Select Language

Login | New Account

Home | Make Payment | Visitation | E-mail | Rates | Help

• Invalid account information

User Name / Email:
Password:
Submit
Lost Password? | New Account

Welcome!

Welcome to the VisiTel Customer Portal

With a VisiTel account you can schedule Video Visitation calls from your home or at the Detention Center

Once registered you can:

- Schedule and place Video Visitation calls
- Manage your account online
- Make payments online
- Create a new account now

Home | Help
VisiTel Copyright © 2015

2. FILL OUT REQUIRED BOXES AND REVIEW THE TERMS LISTED BELOW THE FIELDS

New Account

* Instructions: Complete the form below and agree to the terms below. Please use a correct email address and phone number.

If you already have a user account please login [here](#)

Login Information

First Name
Last Name
Email Address

Account Information

Company Name
Address
City
State
Zip
Phone
Fax
Website

Submit

VisiTel

Para Español
Select Language ▼

6/28/2023 9:00:15 AM

[My Account](#) | [Log Out](#) | [Help](#)

[Home](#) | [Make Payment](#) | [Visitation](#) | [E-mail](#) | [Rates](#) | [Help](#)

New Account Complete

Your account has been created. Please click the continue button

[Continue >>](#)

[Home](#) | [Help](#)

VisiTel Copyright © 2018

3. REVIEW EACH TAB FOR INSTRUCTIONS

Home Policies My Schedules **Request Access** Schedule Visit

Visitation Approval Status

Inmate Outmate All Home

24 records to display

Page size: 25 0 items in 1 page

Remote Video Visitation Guide

What is video visitation? Video visitation allows you to video conference with a friend or family member in jail from your computer or mobile device.

To start:

1. Click on the Request Access above. Once approved by the jail, you will receive an email confirmation.
2. Click on Schedule Visit, to schedule a video conference with the inmate.
3. Make sure you purchase minutes on your account.
4. At the time of your visitation, log online and start the video conference.

What are the policies regarding video visitation?

Please see the policies menu above. All visits are monitored and recording. Please follow the policies guide for your facility. Breaking the policies can result in having the visitation privilege revoked.

How much does it cost?

Please see the rates from the menu above. Please make payment prior to your Video Visitation. Minutes are deducted from your account as they are used. You may use your minutes for multiple visits. Minutes are not refundable.

How do I join a video visitation?

Once your video visitation has been approved by the Detention Center, Click on "Start Visitation" under My Approval Status from above. If you do not see the button, your approval has not been processed.

How long does it take to get approved for visits?

The Correctional Facility approves all visitations for on-site and remote visits. If you have not been approved within 24 hours, please contact the Correctional Facility.

Supported Devices

4. SELECT "REQUEST ACCESS"

Home Policies My Schedules **Request Access** Schedule Visit

Step 1 of 6 - Select Inmate

Inmate Search

* Facility: Clallam County WA

* Last Name: Search

<< Previous Next >> Cancel

[Home](#) | [Help](#)

VisiTel Copyright © 2015

- SELECT "CLALLAM COUNTY WA" AS THE FACILITY
- ENTER LAST NAME OF INMATE AND PRESS THE "SEARCH" BUTTON
- READ THE VISITATION POLICY AND "AGREE" TO THE TERMS AND CONDITIONS

Step 2 of 6 - Visitation Policy

Inmate Visitation Policy

- * Only visitors listed on the inmate's pre-approved list will be allowed to visit. Inmates must make prior application for each visitor, providing the prospective visitor's full name and date of birth.
- * After the inmate establishes his or her approved visitor's list, changes (dropping and adding new visitors) can be made on the 1st and 3rd Monday of the month.
- * Inmate's sentenced to ten (10) days or less are not allowed visitors
- * Visitors are allowed to be on one (1) inmate's visiting list only
- * Visitors must be eighteen (18) years or older and provide current valid governmental photo identification to enter OR:
Visitors under eighteen (18) years of age must provide birth certificates or proof of age and must be accompanied by a parent or legal guardian who is on the inmate's pre-approved list
- * Legal guardians and emancipated juveniles must present papers signed by a judge showing guardianship or emancipation at the time of admittance.
- * Visitors will not be admitted in the final fifteen (15) minutes of the visiting period.
- * Visitors and their property are subject to search prior to entry.
- * Visitors under the influence of intoxicants will be denied entry.
- * Visitors are not allowed to bring any property to visiting except proper identification.
- * Lockers are provided in the Jail Lobby for your convenience. It takes a quarter to use the property locker but the locker returns the quarter to the user when the user finishes using the locker.

☐ I agree to the terms and conditions above

5. FOLLOW INSTRUCTION TO UPLOAD PHOTO OF YOURSELF

Step 3 of 6 - Take photo of your self

Photo of you required. *** Make sure the image is CLEAR, or your visit will get declined

INSTRUCTIONS

- * On the Flash Popup box, select your webcam and "click close"
- * Click Allow
- * Center your face on the "Live Webcam" image
- * Click "Take Photo"
- * Click "Save Photo"
- * When done, click on Next >>

File Upload

Browse... No file selected.

6. FOLLOW INSTRUCTIONS TO UPLOAD COPY OF DRIVERS LICENSE

Step 4 of 6 - Take photo of your ID

Government Issued Id with Photo Required *** Make sure the image is CLEAR and READABLE or your visit will get declined

INSTRUCTIONS

- On the Flash Popup box, select your webcam and "click close"
- Click Allow
- Center your ID in front of the camera
- Click "Take Photo"
- Click "Save Photo"
- When done, click on Next >>



File Upload

Browse No file selected.

7. VERIFY INFORMATION AND PRESS NEXT IF CORRECT



Step 5 of 6 - Confirm

Visitation Request Confirm

Please confirm your approval request. Click on the Next Button to request an approval from the detention facility

Request ID: 28535

Type: VideoVisitation

Requestor:

Image:

Status: PendingUserCompletion

<< Previous

Next >>

Cancel

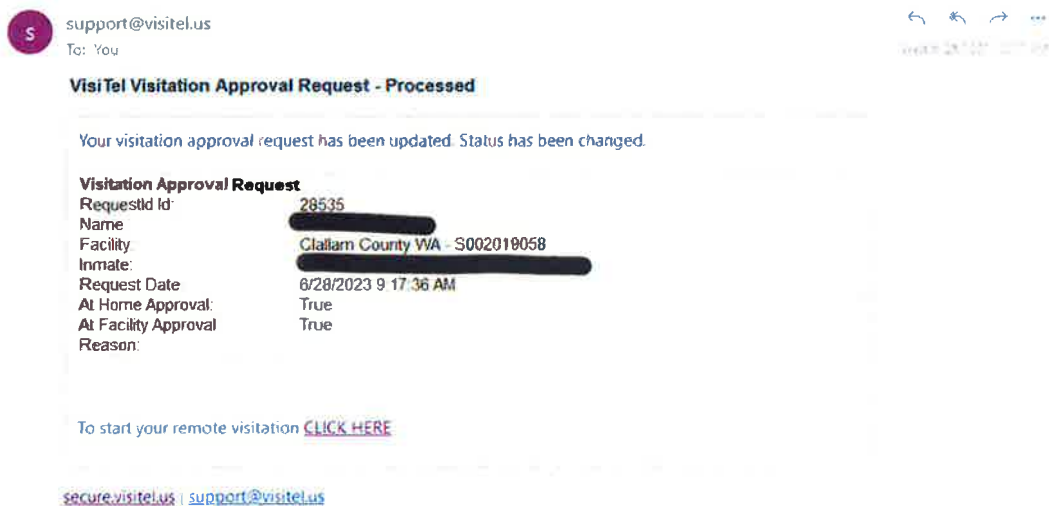
8. YOU WILL RECEIVE AN EMAIL STATING YOUR REQUEST IS "PENDING APPROVAL"

Visitation Approval Request - PendingApproval



****PLEASE ALLOW FOR UP TO 24 HOURS FOR REQUEST TO BE REVIEWED****

9. ONCE REQUEST HAS BEEN REVIEWED, YOU WILL RECEIVE A FOLLOW UP EMAIL



10. SIGN INTO VISITEL.US AND SELECT "MAKE PAYMENT"

VisiTel

Para Español
Select Language

6/28/2023 9:20:18 AM
brendan.27@live.com | [My Account](#) | [Log Off](#) | [Help](#)

Home **Make Payment** Visitation E-mail Rates Help

Step 1 of 3 - Enter Billing Information

Facility

- FILL OUT FORM AND MAKE PAYMENT FOR VISITATION AND/OR EMAILS

11. TO SCHEDULE VISIT, SELECT VISITATION AND THEN "SCHEDULE VISIT"

Home Make Payment Visitation E-mail Rates Help

Home Policies My Schedules Request Access Schedule Visit

Step 1 of 6 - Select Inmate

If you do not see the inmate's name below, please click on the "Request Access" tab above

Inmates on My Account

	InmateId	Name	Facility	Video Visit at Facility Approval	Video Visit at Home Approval	Email Approval
select	92807	[REDACTED]	Clallam County WA			
Page size: 25				1 items in 1 pages		

- SELECT PERSON TO VISIT

12. AGREE TO POLICY

Step 2 of 6 - Visitation Policy

Inmate Visitation Policy

- Only visitors listed on the inmate's pre-approved list will be allowed to visit. Inmates must make prior application for each visitor, providing the prospective visitor's full name and date of birth.
- After the inmate establishes his or her approved visitor's list, changes (dropping and adding new visitors) can be made on the 1st and 3rd Monday of the month.
- Inmate's sentenced to ten (10) days or less are not allowed visitors.
- Visitors are allowed to be on one (1) inmate's visiting list only.
- Visitors must be eighteen (18) years or older and provide current valid governmental photo identification to enter OR... Visitors under eighteen (18) years of age must provide birth certificates or proof of age and must be accompanied by a parent or legal guardian who is on the inmate's pre-approved list.
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- Visitors will not be admitted in the final fifteen (15) minutes of the visiting period.
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- Visitors under the influence of intoxicants will be denied entry.
- Visitors are not allowed to bring any property to visiting except proper identification.
- Lockers are provided in the Jail Lobby for your convenience. It takes a quarter to use the property locker but the locker returns the quarter to the user when the user finishes using the locker.

☐ I agree to the terms and conditions above

<< Previous

Next >>

Cancel

13. SELECT "AT HOME" OR "ON SITE" VISIT OPTIONS

Step 3 of 6 - On-site or at home

Is this visit for an On-site or Internet visit?

☒ At home internet visit ☐ On-site at the Facility

<< Previous

Next >>

Cancel

- PLEASE NOT THAT "AT HOME" VISITS WILL BE CHARGED TO YOUR VISITEL ACCOUNT
- "ON SITE" VISITS ARE FREE BUT NEED TO BE MADE 24 HRS IN ADVANCE
 - o "ON SITE" AND "AT HOME" VISITATION HOURS ARE AS FOLLOWS:

Onsite Visitation Schedule - Clallam County Jail

First Letter of Last Name	Day(s)	Time(s)
A to K	Saturday	8 am to 11 am and 1 pm to 3 pm
L to Z	Sunday	8 am to 11 am and 1 pm to 3 pm

Remote Visitation Schedule - Clallam County Jail

First Letter of Last Name	Day(s)	Time(s)
All Inmates	Monday to Friday	10 am to 1 pm
All Inmates	Saturday to Sunday	4 pm to 10 pm

14. SELECT VISIT DATE AND TIME

Home	Policies	My Schedules	Request Access	Schedule Visit
------	----------	--------------	----------------	----------------

Step 4 of 6 - Select Date and Time

Visitation Id: 706254

Requestor: [REDACTED]

Balance: 0 minutes

Inmate: [REDACTED]

Is this visit for an On-site or Inmate visit? onsite

* Facility Date: 07/02/2023

* Facility Time: 08:00:00 AM - 08:30:00 AM

Status: PendingUserCompletion

<< Previous Next >> Cancel

15. CONFIRM INFORMATION IS CORRECT

Step 5 of 6 - Confirm

Visitation Request Confirm

Please confirm your visitation schedule. Click on the Next Button to request an approval from the detention facility.

Visitation Id: 706254

Requestor: [REDACTED]

Balance: 0 minutes

Inmate: [REDACTED]

Is this visit for an On-site or Inmate visit? onsite

* Facility Date: 07/02/2023

* Facility Time: 08:00:00 AM - 08:30:00 AM

Status: PendingUserCompletion

<< Previous Next >> Cancel

16. SELECT "MY SCHEDULE" FOR VISITATION SCHEDULE AND TO LOG IN FOR AT HOME VISIT

Home | Make Payment | Visitation | E-mail | Rates | Help

Home | Policies | **My Schedules** | Request Access | Schedule visit

Refreshing in 54seconds refresh now

ID	Inmate	Date Scheduled	Duration	Status	Type	
706254	[REDACTED]	7/2/2023 9:00:00 AM	00:30:00	Approved	On site at the Detention Center	Cancel
706255	[REDACTED]	6/30/2023 1:00:00 PM	00:30:00	Approved	Internet Visit	Cancel

Page size: 5 2 items in 1 pages

Home | Help

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PLEASE CHECK YOUR EMAIL AS WELL FOR CONFIRMATION

Public comment
JEFF TOZZER
V23/24

Jeff Tozzer, Jamestown Road, Sequim

Constituents have ongoing concerns regarding the transparency and accountability of their commissioners. These concerns stem from a series of events that have recently been discovered.

When the Jamestown Tribe breached the old river dike ahead of schedule, it resulted in the unplanned and avoidable closure of Towne Road. There was no public announcement explaining the cause -- instead, Commissioner Mark Ozias agreed to manipulate the language of a resolution that absolved his campaign's top donor of any blame. The true cause of the road's closure was concealed from the public.

Less than a year ago Commissioner Ozias halted the completion of Towne Road and told the public that "hundreds of signatures" from "several petitions" had been received calling for the road's closure. In truth, it was only 98 signatures from two petitions. Commissioner Ozias misinformed the public and withheld that 140 signatures *supporting* the road's opening had been received.

Commissioner Ozias stood before his community during an informational meeting last September and presented three options that would open Towne Road, but he had already privately promised a fourth option to a landowner that would install tax-funded, automatic, electric gates and close the road to the public. This was also the option favored by his campaign's top donor. The commissioner withheld that insurance rates would spike in Dungeness if the road were to remain closed and that first responders had warned the commissioners of the detrimental effects to public safety. This informational meeting was seemingly a show because the constituents had already been left out of the process.

What's on the horizon? The Dungeness River Off Channel Reservoir. This massive infrastructure project makes the Towne Road Levee Setback Project seem small in comparison, but it has all the same hallmarks: it is a multi-agency effort, decades in the making, with tens of millions in grant funding, and it must strike a balance between recreation and public safety. The county will once again be collaborating with Ozias' top donor, the Tribe, and it is all happening in Commissioner Ozias' district.

Will we, the residents, have a seat at the table after seeing how we were shut out of the Towne Road project? What information has already been withheld from the public? What backroom deals have already been made? What promises have been made to friends, neighbors, and campaign donors?

I'll close with a quote that Commissioner Ozias gave when plans for Sequim's MAT clinic were first unveiled and he had the monumental task of reassuring a divided community. He said:

"Many have expressed belief that this work has taken place in private, without informing the public. One core belief I have as an elected official is that local government only works when citizens participate. It troubles me greatly to think that so many feel they have been left out of the process."

Commissioner Ozias, does it still trouble you greatly when your constituents feel they have been left out of the process?

Public Comment – Clallam County Board of Commissioners, January 23, 2024

Public Comment
Virginia Shogren
1/23/24

Virginia Shogren, 961 W. Oak Court, Sequim WA.

Last week, I notified this Board of serious issues with piping projects in the Sequim and Agnew regions. The vast majority of the projects have been overseen and managed by the Conservation District.

I have asked for the County's piping permits for the reported 66 miles of piping laid thus far.

I also alerted Public Works to a current piping project on Barr Road reportedly under investigation by the State for lack of engineering.

I was told that this County has issued NO permits for any of the piping work done to date on these projects.

And I've received no response to multiple emails sent to the County Right of Way agent raising concerns with the current piping project on Barr Road.

The apparent lack of oversight by the County for these extensive piping projects raises many questions, and could pose a liability concern for the County.

I highly recommend a county-wide piping moratorium to allow for an investigation into the County's apparent lack of oversight and potential level of culpability for the extensive damage being caused by these projects.

Switching to another topic. Members of this Board sit on the Clallam county Canvassing Board. You have received extensive oral and written public comment over the past 18 months documenting the potential problems with using programmable electronics to conduct signature verification and vote tabulation for Clallam County elections.

Today, I am submitting to the Clerk a copy of the Declaration of Terpshore P. Maras which was provided to the Canvassing Board for its public meetings dated August 3, 2022 and November 27, 2023.

The Maras Declaration was filed in the federal court case of *Feehan v. Wisconsin Elections Commission*, Case No. 2:20-cv-01771.

In her capacity as a former contractor for intelligence agencies tasked with election operations, Ms. Maras describes in her declaration the methods used to manipulate election outcomes both domestically and overseas.

Members of this Board are on actual notice that our federal intelligence community engages in election operations both domestically and overseas that rely, in significant part, on trap door access to the software used in voting systems.

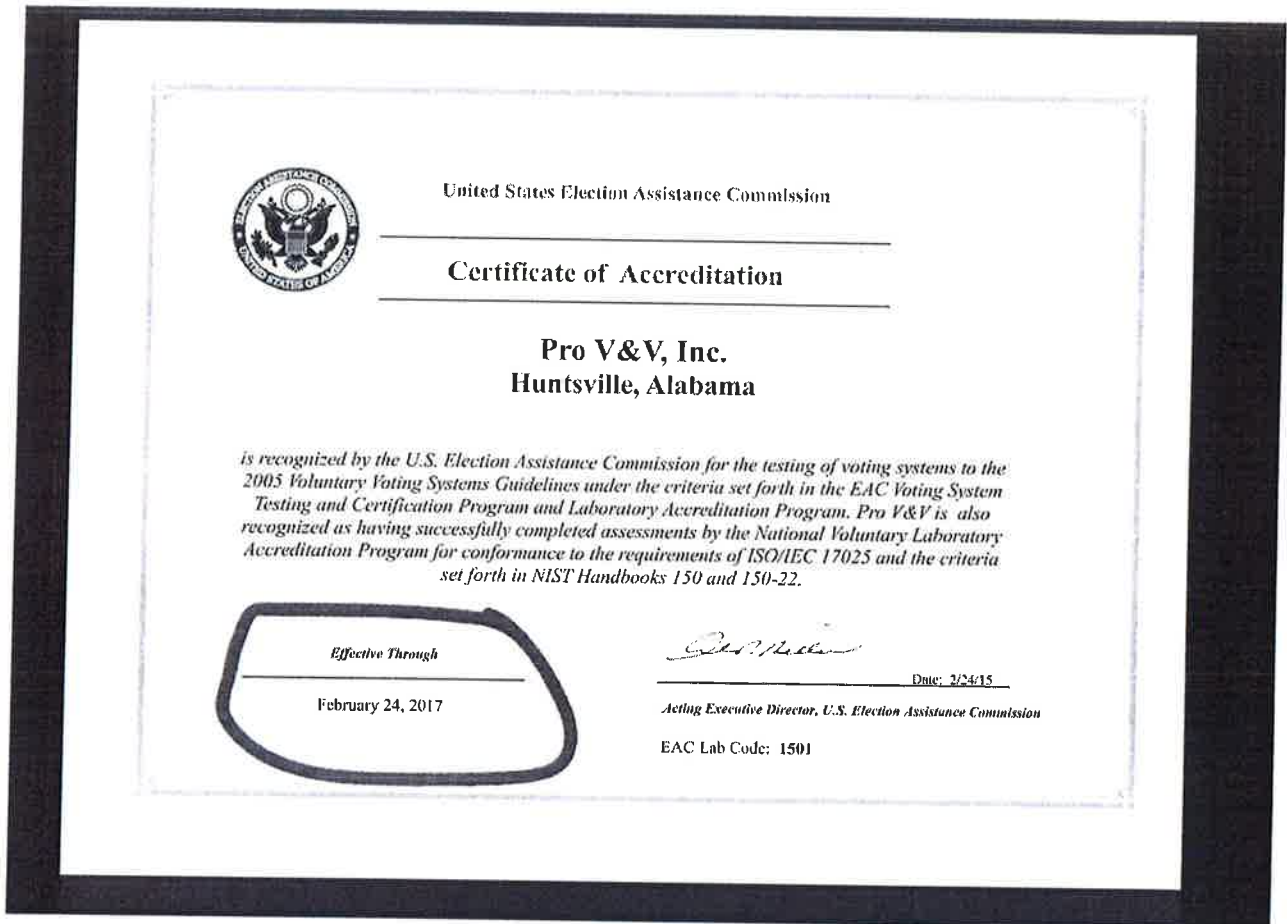
Clallam County should have no involvement with this activity. I highly recommend that this Board take immediate action to secure Clallam County elections.

Declaration of Terpsehore P Maras

Pursuant to 28 U.S.C Section 1746, I, Terpsehore P Maras, make the following declaration.

1. I am over the age of 21 years and I am under no legal disability, which would prevent me from giving this declaration.
2. I have been a private contractor with experience gathering and analyzing foreign intelligence and acted as a LOCALIZER during the deployment of projects and operations both OCONUS and CONUS. I am a trained Cryptolinguist, hold a completed degree in Molecular and Cellular Physiology and have FORMAL training in other sciences such as Computational Linguistics, Game Theory, Algorithmic Aspects of Machine Learning, Predictive Analytics among others.
3. I have operational experience in sources and methods of implementing operations during elections both CONUS and OCONUS
4. I am an amateur network tracer and cryptographer and have over two decades of mathematical modeling and pattern analysis.
5. In my position from 1999-2014 I was responsible for delegating implementation via other contractors sub-contracting with US or 9 EYES agencies identifying connectivity, networking and subcontractors that would manage the micro operations.
6. My information is my personal knowledge and ability to detect relationships between the companies and validate that with the cryptographic knowledge I know and attest to as well as evidence of these relationships.
7. In addition, I am WELL versed due to my assignments during my time as a private contractor of how elections OCONUS (for countries I have had an assignment at) and CONUS (well versed in HAVA ACT) and more.
8. On or about October 2017 I had reached out to the US Senate Majority Leader with an affidavit claiming that our elections in 2017 may be null and void due to lack of EAC certifications. In fact Sen. Wyden sent a letter to Jack Cobb on 31 OCT 2017 advising discreetly pointing out the importance of being CERTIFIED EAC had issued a certificate to

Pro V & V and that expired on Feb 24, 2017. No other certification has been located.



9. Section 231(b) of the Help America Vote Act (HAVA) of 2002 (42 U.S.C. §15371(b)) requires that the EAC provide for the accreditation and revocation of accreditation of independent, non-federal laboratories qualified to test voting systems to Federal standards. Generally, the EAC considers for accreditation those laboratories evaluated and recommended by the National Institute of Standards and Technology (NIST) pursuant to HAVA Section 231(b)(1). However, consistent with HAVA Section 231(b)(2)(B), the Commission may also vote to accredit laboratories outside of those recommended by NIST upon publication of an explanation of the reason for any such accreditation.

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200978-0

Pro V&V
Huntsville, AL

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Voting System Testing

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2020-03-26 through 2021-03-31
Effective Dates



[Signature]
For the National Voluntary Laboratory Accreditation Program

10.

11. VSTL's are VERY important because equipment vulnerabilities allow for deployment of algorithms and scripts to intercept, alter and adjust voting tallies.
12. There are only TWO accredited VSTLs (VOTING SYSTEM TEST LABORATORIES). In order to meet its statutory requirements under HAVA §15371(b), the EAC has developed the EAC's Voting System Test Laboratory Accreditation Program. The procedural requirements of the program are established in the proposed information collection, the EAC Voting System Test Laboratory Accreditation Program Manual. Although participation in the program is voluntary, adherence to the program's procedural requirements is mandatory for participants. The procedural requirements of this Manual will supersede any prior laboratory accreditation requirements issued by the EAC. This manual shall be read in conjunction with the EAC's Voting System Testing and Certification Program Manual (OMB 3265-0019).



MICHIGAN

State Participation:

Requires Testing by an Independent Testing Authority. MI requires that voting systems are certified by an independent testing authority accredited by NASED and the board of state canvassers.

Applicable Statute(s):

"An electronic voting system shall not be used in an election unless it is approved by the board of state canvassers ... and unless it meets 1 of the following conditions: (a) Is certified by an independent testing authority accredited by the national association of state election directors and by the board of state canvassers. (b) In the absence of an accredited independent testing authority, is certified by the manufacturer of the voting system as meeting or exceeding the performance and test standards referenced in subdivision (a) in a manner prescribed by the board of state canvassers." MICH. COMP. LAWS ANN § 168.795a (2009).

Applicable Regulations:

MI does not have a regulation regarding the federal certification process.

State Certification Process:

The Secretary of State accepts requests from persons/corporations wishing to have their voting system examined. The requestor must pay the Secretary of State an application fee of \$1,500.00, file a report listing all of the states in which the voting system has been approved and any reports that these states have made regarding the performance of the voting system. The Board of State Canvassers conducts a field test involving Michigan electors and election officials in simulated election day conditions. The Board of State Canvassers shall approve the voting system if it meets all of the state requirements. MICH. COMP. LAWS ANN § 168.795a (2009).

Fielded Voting Systems:

[After the EAC completes and issues the 2008 Election Administration and Voting Survey, information about fielded voting systems will be added to this document. In the meantime, readers may find information on the voting systems at the following website (if available)].
http://www.michigan.gov/sos/0,1607,7-127-1633_8716_45458---,00.html



WISCONSIN

State Participation:

Requires Testing by a Federally Accredited Laboratory. WI requires that its voting systems receive approval from an independent testing authority accredited by NASED verifying that the voting systems meet all of the recommended FEC standards.

Applicable Statute(s):

"No ballot, voting device, automatic tabulating equipment or relating equipment and materials to be used in an electronic voting system may be utilized in this state unless it is approved by the board [of election commissioners]." WIS. STAT. ANN. § 5.91 (West 2009).

Applicable Regulation(s):

"An application for approval of an electronic voting system shall be accompanied by all of the following ... [r]eports from an independent testing authority accredited by the national association of state election directors (NASED) demonstrating that the voting system conforms to all the standards recommended by the federal elections commission." WIS. ADMIN. CODE GAB § 7.01 (2009).

State Certification Process:

The Board of Election Commissioners accepts applications for the approval of electronic voting systems. Once the application is completed, the vendor must set up the voting system for three mock elections using: (1) offices, (2) referenda questions and (3) candidates. A panel of local election officials can assist the Board in the review of the voting system. The Board conducts the test using a mock election for the partisan primary, general election, and nonpartisan election. The Board may also require that the voting system be used in an actual election as a condition of the approval. WIS. ADMIN. CODE GAB §§ 7.01, 7.02 (2009).

Fielded Voting Systems:

[After the EAC completes and issues the 2008 Election Administration and Voting Survey, information about fielded voting systems will be added to this document. In the meantime, readers may find information on the voting systems at the following website (if available)].
<http://elections.state.wi.us/section.asp?linkid=643&locid=47>



State Participation:

Requires Federal Certification. GA requires that its voting systems are tested to EAC standards by EAC accredited labs and certified by the EAC.

Applicable Statute(s):

"Any person or organization owning, manufacturing, or selling, or being interested in the manufacture or sale of, any voting machine may request the Secretary of State to examine the machine. Any ten or more electors of this state may, at any time, request the Secretary of State to reexamine any voting machine previously examined and approved by him or her. Before any such examination or reexamination, the person, persons, or organization requesting such examination or reexamination shall pay to the Secretary of State the reasonable expenses of such examination; provided, however, that in the case of a request by ten or more electors the examination fee shall be \$ 250.00. The Secretary of State may, at any time, in his or her discretion, reexamine any voting machine." GA CODE ANN. § 21-2-324 (2008).

Applicable Regulation(s):

"Prior to submitting a voting system for certification by the State of Georgia, the proposed voting system's hardware, firmware, and software must have been issued Qualification Certificates from the EAC. These EAC Qualification Certificates must indicate that the proposed voting system has successfully completed the EAC Qualification testing administered by EAC approved ITAs. If for any reason, this level of testing is not available, the Qualification tests shall be conducted by an agency designated by the Secretary of State. In either event, the Qualification tests shall comply with the specifications of the *Voting Systems Standards* published by the EAC." GA. COMP. R. & RES. 590-8-1-.01 (2009).

State Certification Process:

After the voting system has passed EAC Qualification testing, the vendor of the voting system submits a letter to the Office of the Secretary of State requesting certification for the voting system along with a technical data package to the certification agent. An evaluation proposal is created by the certification agent after a preliminary view of the Technical Data Package and sent to the vendor. Any additional EAC ITA testing identified in the evaluation proposal is arranged by the vendor and the certification agent will perform all other tests identified in the evaluation proposal. The certification agent submits a report of their findings to the Secretary of State. Based on these findings the Secretary of State will make a final determination on whether to certify the voting system. GA. COMP. R. & RES. 590-8-1-.01 (2009).

Fielded Voting Systems:

[After the EAC completes and issues the 2008 Election Administration and Voting Survey, information about fielded voting systems will be added to this document. In the meantime, readers may find information on the voting systems at the following website (if available)].
<http://www.sos.georgia.gov/Elections/>



PENNSYLVANIA

State Participation:

Requires Testing by a Federally Accredited Laboratory. PA requires that its voting systems are approved by a federally recognized independent testing laboratory as meeting federal voting system standards.

Applicable Statute(s):

"Any person or corporation owning, manufacturing or selling, or being interested in the manufacture or sale of, any electronic voting system, may request the Secretary of the Commonwealth to examine such system if the voting system has been examined and approved by a federally recognized independent testing authority and if it meets any voting system performance and test standards established by the Federal Government." 25 PA. CONS. STAT. ANN. Code § 3031.5 (West 2008).

Applicable Regulation(s):

PA does not have a regulation regarding the federal certification process.

State Certification Process:

The Secretary of State examines voting systems, upon request, once the voting systems have received approval by a federally recognized independent testing authority. The person(s) requesting the examination of the voting system are responsible for the cost of the examination. After the examination, the Secretary of State issues a report stating whether or not the voting systems are safe and compliant with state and federal requirements. If the voting systems are deemed safe and compliant by the Secretary of State then the systems may be adopted and approved for use in elections by each county through a majority vote of its qualified electors. 25 PA. CONS. STAT. ANN. Code §§ 3031.5, 3031.2 (West 2008).

Fielded Voting Systems:

[After the EAC completes and issues the 2008 Election Administration and Voting Survey, information about fielded voting systems will be added to this document. In the meantime, readers may find information on the voting systems at the following website (if available)].
<http://www.votespa.com/HowtoVote/tabid/74/language/en-US/Default.aspx>

U.S. Election Assistance Commission



ARIZONA

<i>State Participation:</i>	Requires Testing by a Federally Accredited Laboratory. AZ requires that its voting systems are HAVA compliant and approved by a laboratory that is accredited pursuant to HAVA.
<i>Applicable Statute(s):</i>	"On completion of acquisition of machines or devices that comply with HAVA, machines or devices used at any election for federal, state or county offices may only be certified for use in this state and may only be used in this state if they comply with HAVA and if those machines or devices have been tested and approved by a laboratory that is accredited pursuant to HAVA." <u>ARIZ. REV. STAT. § 16-442(B)</u> (2008).
<i>Applicable Regulation(s):</i>	AZ does not have a regulation regarding the federal certification process.
<i>State Certification Process:</i>	The Secretary of State appoints a committee of three people that test different voting systems. This committee is required to submit their recommendations to the Secretary of State who then makes the final decision on which voting system(s) to adopt. <u>ARIZ. REV. STAT. § 16-442(A) and (C)</u> (2008).
<i>Fielded Voting Systems:</i>	<i>[After the EAC completes and issues the 2008 Election Administration and Voting Survey, information about fielded voting systems will be added to this document. In the meantime, readers may find information on the voting systems at the following website (if available)].</i> <u>http://www.azsos.gov/election/equipment/default.htm</u>

17.

18. **Pro V& V** and **SLI Gaming** both lack evidence of EAC Accreditation as per the Voting System Testing and Certification Manual.

19. Pro V& V is owned and Operated by Jack Cobb. Real name is Ryan Jackson Cobb. The company ProV&V was founded and run by Jack Cobb who formerly worked under the entity of Wyle Laboratories which is an AEROSPACE DEFENSE CONTRACTING ENTITY. The address information on the EAC, NIST and other entities for Pro V& V are different than that of what is on ProV&V website. The EAC and NIST (ISO CERT) issuers all have another address.

The screenshot shows a web browser window with the URL <https://eac-legacy-admin.com/voting-eligibility/voting-system-test-laboratory-vttv>. The page has a dark theme. At the top, there are buttons for 'SEARCH' and 'CLEAR'. Below them is the heading 'Accredited Labs'. A message states '2 results found, Page 1 of 1'. Two results are listed:

- Pro V&V**
700 Boulevard South
Suite 102
Huntsville, AL 35802
Status: Accredited
Program Manager: Jack Cobb, President
Phone: 256-713-1111
[Learn More >](#)
- SLI Compliance, a Division of Gaming Laboratories International, LLC**
4720 Independence Street
Wheat Ridge, CO 80033
Status: Accredited
Program Manager: Traci Mapps, Director of Operations
Phone: 303-422-1566
[Learn More >](#)

On the right side of the page, there is a sidebar with links: 'Frequently Asked Questions', 'Manuals and Forms', and 'Test and Certification Blogs'. Below these links is a section titled 'DO YOU HAVE QUESTIONS?' with a 'Contact Us' button. Further down is a 'REGISTER TO VOTE!' section with a 'Register Today' button. The bottom of the page features a footer with copyright information: '© 2020 Pro V&V, Inc. All rights reserved.' and a 'Theme by FreePress' credit.

The screenshot shows a web browser window with the URL www.provandy.com/contact/. The page has a dark theme. It contains a contact form with the following fields:

- Your Name (required)
- Your Email (required)
- Subject
- Your Message

Below the form is a 'Send' button. To the right of the form, the contact information for Pro V&V is displayed:

Pro V&V
6700 Odyssey Drive NW
Suite C
Huntsville, AL 35896
Office: 256-713-1111
Fax: 256-713-1112

At the bottom of the page, there is a footer with the copyright notice: '© 2020 Pro V&V, Inc. All rights reserved.' and a 'Theme by FreePress' credit.

20. VSTLs are the most important component of the election machines as they examine the use of COTS (Commercial Off-The-Shelf)
21. “Wyle became involved with the testing of electronic voting systems in the early 1990’s and has tested over 150 separate voting systems. Wyle was the first company to obtain accreditation by the National Association of State Election Directors (NASD). Wyle is accredited by the Election Assistance Commission (EAC) as a Voting System Testing Laboratory (VSTL). Our scope of accreditation as a VSTL encompasses all aspects of the hardware and software of a voting machine. Wyle also received NVLAP accreditation to ISO/IEC 17025:2005 from NIST.” Testimony of Jack Cobb 2009
22. COTS are preferred by many because they have been tried and tested in the open market and are most economic and readily available. COTS are also the SOURCE of vulnerability therefore VSTLs are VERY important. COTS components by voting system machine manufacturers can be used as a “Black Box” and changes to their specs and hardware make up change continuously. Some changes can be simple upgrades to make them more efficient in operation, cost efficient for production, end of life (EOL) and even complete reworks to meet new standards. The key issue in this is that MOST of the COTS used by Election Machine Vendors like Dominion, ES&S, Hart Intercivic, Smartmatic and others is that such manufacturing for COTS have been outsourced to China which if implemented in our Election Machines make us vulnerable to BLACK BOX antics and backdoors due to hardware changes that can go undetected. This is why VSTL’s are VERY important.
23. The proprietary voting system software is done so and created with cost efficiency in mind and therefore relies on 3rd party software that is AVAILABLE and HOUSED on the HARDWARE. This is a vulnerability. Exporting system reporting using software like Crystal Reports, or PDF software allows for vulnerabilities with their constant updates.
24. As per the COTS hardware components that are fixed, and origin may be cloaked under proprietary information a major vulnerability exists since once again third-party support software is dynamic and requires FREQUENT updates. The hardware components of the computer components, and election machines that are COTS may have slight updates that can be overlooked as they may be like those designed that support the other third -party software. COTS origin is important and the US Intelligence Community report in 2018 verifies that.
25. The Trump Administration made it clear that there is an absence of a major U.S. alternative to foreign suppliers of networking equipment. This highlights the growing dominance of

Chinese manufacturers like Huawei that are the world's LARGEST supplier of telecom and other equipment that endangers national security.

26. China, is not the only nation involved in COTS provided to election machines or the networking but so is Germany via a LAOS founded Chinese linked cloud service company that works with SCYTL named Akamai Technologies that have offices in China and are linked to the server that Dominion Software.

28 046 Madrid

Asian offices

Akamai Technologies - India

111, Brigade Court
Koramangala Industrial Area
Bangalore 560 095, India

Telephone: 91-80-575-99222
Fax: 91-80-575-99209
Regional Manager: Stuart Spiteri

Akamai Technologies - China

Suite 1560, 15th Floor
NCI Tower
12A Jianguomenwai Avenue
Chaoyang District,
Beijing 100022
China

Telephone: 86-10-8523-3097
Fax: 86-10-8523-3001
Regional Manager: Stuart Spiteri

Akamai Japan K.K.

The Executive Centre Japan K.K.
15F Tokyo Ginko Kyokai building
1-2-1 Marunouchi, Chiyoda-ku, Tokyo 100-
0005

Telephone: 81-3-3216-7200 (Centre)
81-3-3216-7300 (Akamai
direct)
Fax: 81-3-3216-7390 (Centre)
Regional Manager: Stuart Spiteri

Akamai Technologies - Singapore

Akamai, Regus Centre, 36-01 UOB Plaza 1
80 Raffles Place
Singapore 048624
☐ Driving directions

Telephone: +65 6248 4614
Fax: +65 6248-4501
Regional Manager: Stuart Spiteri

Akamai Technologies - Australia and New Zealand

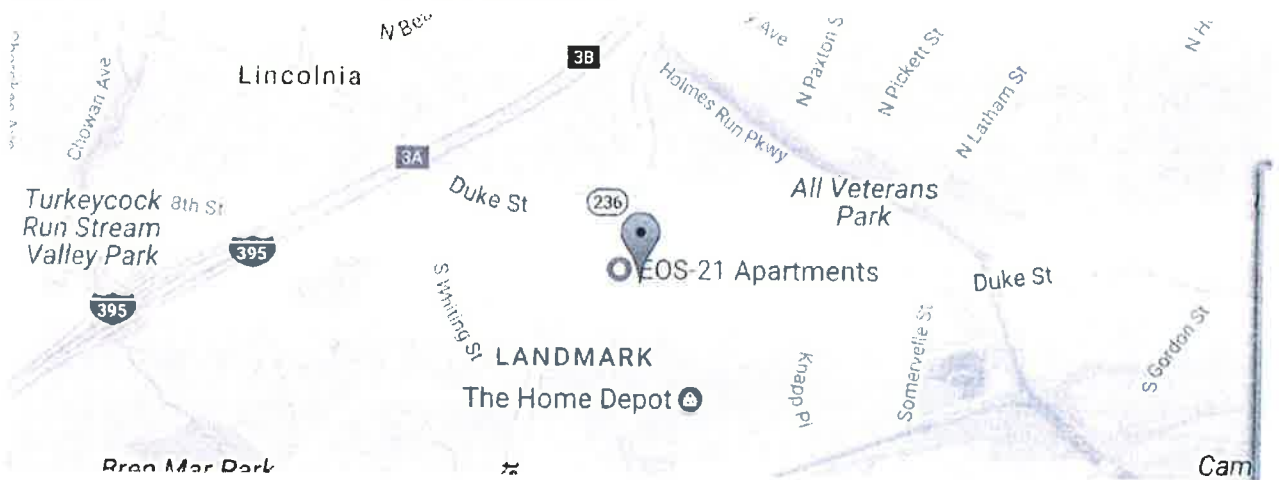
201 Sussex St
Tower 2, Level 20
Sydney, NSW 2000, Australia
info@au.akamai.com

Telephone: 61 2 9006 1325
Fax: 61 2 9475 0343
Regional Manager: Stuart Spiteri

pit gov resolves to 4.30.228.74. According to our data this IP address belongs to *Level 3 Communications* and is located in *Alexandria, Virginia, United States*. Please have a look at the information provided below for further details.

4.30.228.74

ISP/Organization	Level 3 Communications
Location	Alexandria 22304, Virginia (VA), United States (US)
Latitude	38.8115 / 38°48'41" N
Longitude	-77.1285 / 77°7'42" W
Timezone	America/New_York
Local Time	Thu, 12 Jul 2018 19:27:40 -0400



27.

28. L3 Level Communications is federal contractor that is partially owned by foreign lobbyist George Soros. An article that AP ran in 2010 – spoke out about the controversy of this that has been removed. ([LINK](#)) “As for the company’s other political connections, it also appears that none other than George Soros, the billionaire funder of the country’s liberal political infrastructure, owns 11,300 shares of OSI Systems Inc., the company that owns Rapiscan. Not surprisingly, OSI’s stock has appreciated considerably over the course of the year. Soros certainly is a savvy investor.” Washington Examiner re-write.

32. Michigan's government site is thumped off Akamai Technologies servers which are housed on **TELIA AB** a foreign server located in Germany.
33. Scytl, who is contracted with AP that receives the results tallied BY Scytl on behalf of Dominion – During the elections the AP reporting site had a disclaimer.
AP – powered by SCYTL.

Advertisements	Basic Tracking Info
	Domain: Michigan.gov (What's New - Domain Country - Domain Type) IP Address: 23.78.81.34 (IP Blacklist Check) Reverse DNS: 34.81.78.23.in-addr.arpa Hostname: a23-78-81-34.deploy.static.akamaitechnologies.com a12-67.akam.net >> 184.26.160.67 a11-66.akam.net >> 84.53.139.66 a1-35.akam.net >> 193.108.91.35 Nameservers: a5-66.akam.net >> 95.100.168.66 a18-64.akam.net >> 95.101.36.64 a24-65.akam.net >> 2.16.130.65
	Location For an IP: Michigan.gov
	Continent: North America (NA) Country: United States  (US) Capital: Washington State: Unknown City: Unknown Location: Unknown ISP: Akamai Technologies Organization: Akamai Technologies AS Number: AS1299 Telia Company AB something went wrong! something went wrong!
Geolocation on IP Map	Time Zone: America/North_Dakota/Center Local Time: 13:48:46 Timezone: -21600 GMT offset: Sunrise / Sunset: 07:27 / 17:12
	Extra Information for an IP: Michigan.gov
	Continent Lat/Lon: 46.07305 / -100.546 Country Lat/Lon: 38 / -98 City Lat/Lon: (37.751) / (-97.822) IP Language: English

34. “Scytl was selected by the Federal Voting Assistance Program of the U.S. Department of Defense to provide a secure online ballot delivery and onscreen marking systems under a program to support overseas military and civilian voters for the 2010 election cycle and beyond. Scytl was awarded 9 of the 20 States that agreed to participate in the program (New York, Washington, Missouri, Nebraska, Kansas, New Mexico, South Carolina, Mississippi and Indiana), making it the provider with the highest number of participating States.” [PDF](#)
35. According to DOMINION : 1.4.1 Software and Firmware The software and firmware employed by Dominion D-Suite 5.5-A consists of 2 types, custom and commercial off the shelf (COTS). COTS applications were verified to be pristine or were subjected to source code review for analysis of any modifications and verification of meeting the pertinent standards.
36. The concern is the HARDWARE and the NON – ACCREDITED VSTLs as by their own admittance use COTS.
37. The purpose of VSTL’s being accredited and their importance in ensuring that there is no foreign interference/ bad actors accessing the tally data via backdoors in equipment software. The core software used by ALL SCYTL related Election Machine/Software manufacturers ensures “anonymity” .
38. Algorithms within the area of this “shuffling” to maintain anonymity allows for setting values to achieve a desired goal under the guise of “encryption” in the trap-door.
39. The actual use of trapdoor commitments in Bayer-Groth proofs demonstrate the implications for the verifiability factor. This means that no one can SEE what is going on during the process of the “shuffling” therefore even if you deploy an algorithms or manual scripts to fractionalize or distribute pooled votes to achieve the outcome you wish – you cannot prove they are doing it! See STUDY : [“The use of trapdoor commitments in Bayer-Groth proofs and the implications for the verifiability of the Scytl-SwissPost Internet voting system”](#)
40. **Key Terms**
41. **UNIVERSAL VERIFIABILITY:** Votes cast are the votes counted and integrity of the vote is verifiable (the vote was tallied for the candidate selected) . **SCYTL FAILS UNIVERSAL VERIFIABILITY** because no mathematical proofs can determine if any votes have been manipulated.
42. **INDIVIDUAL VERIFIABILITY:** Voter cannot verify if their ballot got correctly counted. Like, if they cast a vote for ABC they want to verify it was ABC. That notion clearly discounts the need for anonymity in the first place.

43. To understand what I observed during the 2020 I will walk you through the process of one ballot cast by a voter.
44. STEP 1 |Config Data | All non e-voting data is sent to Scytl (offshore) for configuration of data. All e-voting is sent to CONFIGURATION OF DATA then back to the e-voting machine and then to the next phase called CLEANSING. **CONCERNS:** Here we see an “OR PROOF” as coined by mathematicians – an “or proof” is that votes that have been pre-tallied parked in the system and the algorithm then goes back to set the outcome it is set for and seeks to make adjustments if there is a partial pivot present causing it to fail demanding manual changes such as block allocation and narrowing of parameters or self-adjusts to ensure the predetermined outcome is achieved.
45. STEP 2|CLEANSING | The Process is when all the votes come in from the software run by Dominion and get “cleansed” and put into 2 categories: invalid votes and valid votes.
46. STEP 3|Shuffling /Mixing | This step is the most nefarious and exactly where the issues arise and carry over into the decryption phase. Simply put, the software takes all the votes, literally mixes them a and then re-encrypts them. This is where if ONE had the commitment key- TRAPDOOR KEY – one would be able to see the parameters of the algorithm deployed as the votes go into this mixing phase, and how algorithm redistributes the votes.
47. This published PAPER FROM University College London depicts how this shuffle works. In essence, when this mixing/shuffling occurs, then one doesn’t have the ability to know that vote coming out on the other end is actually their vote; therefore, ZERO integrity of the votes when mixed.

48.

Background - ElGamal encryption

- Setup: Group $\mathcal{G}$ of prime order q with generator g
- Public key: $pk = y = g^x$
- Encryption: $\mathcal{E}_{pk}(m; r) = (g^r, y^r m)$
- Decryption: $\mathcal{D}_x(u, v) = vu^{-x}$
- Homomorphic:

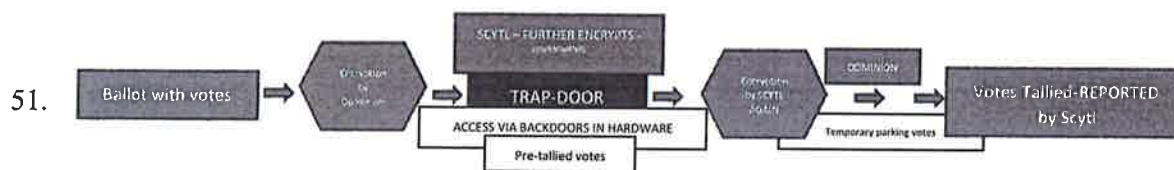
$$\mathcal{E}_{pk}(m; r) \times \mathcal{E}_{pk}(M; R) = \mathcal{E}_{pk}(mM; r + R)$$

- Re-encryption:

$$\mathcal{E}_{pk}(m; r) \times \mathcal{E}_{pk}(1; R) = \mathcal{E}_{pk}(m; r + R)$$



49. When this mixing/shuffling occurs, then one doesn't have the ability to know that vote coming out on the other end is actually their vote; therefore, ZERO integrity of the votes.
50. When the votes are sent to Scytel via Dominion Software EMS (Election Management System) the Trap Door is accessed by Scytel or TRAP DOOR keys (Commitment Parameters).



52. The encrypted data is shifted into Scytel's platform in the form of ciphertexts – this means it is encrypted and a key based on commitments is needed to read the data. The ballot data can only be read if the person has a key that is set on commitments.
53. A false sense of security is provided to both parties that votes are not being “REPLACED” during the mixing phase. Basically, Scytel re-encrypts the ballot data that comes in from Dominion (or any other voting software company) as ciphertexts. Scytel is supposed to prove that votes A, B, C are indeed X, Y, Z under their new re-encryption when sending back the votes that are tallied coding them respectively. This is done by Scytel and the Election Software company that agrees to certain

“Generators” and therefore together build “commitments.”

```
public CommitmentParams(final ZpSubgroup group, final int n) {
    group = group;
    h = GroupTools.getRandomElement(group);
    commitmentlength = n;
    g = GroupTools.getVectorRandomElement(group,
    this.commitmentlength);
}

// from getRandomElement(group)
Exponent randomExponent = ExponentTools.getRandomExponent(group.getQ());
return group.getGenerator().exponentiate(randomExponent);
```

54. Scytl and Dominion have an agreement – only the two would know the parameters. This means that access is able to occur through backdoors in hardware if the parameters of the commitments are known in order to alter the range of the algorithm deployed to satisfy the outcome sought in the case of algorithm failure.
55. Trapdoor is a cryptotech term that describes a state of a program that knows the commitment parameters and therefore is able change the value of the commitments however it likes. In other words, Scytl or anyone that knows the commitment parameters can take all the votes and give them to any one they want. If they have a total of 1000 votes an algorithm can distribute them among all races as it deems necessary to achieve the goals it wants. (Case Study: Estonia)

$$\text{Commitment}_{\text{CRYPT}} = \text{CM}_c$$

Scytl sets commitment - simple math

$$\text{CM}_c(\vec{a}; r) = H \prod_{i=1}^n G_i^{a_i}$$

$$\text{CM}_c(\vec{a}; r) = H^r + \sum_{i=1}^n (a_i - z_i) e_i \prod_{j=1}^n H^{z_j e_j}$$

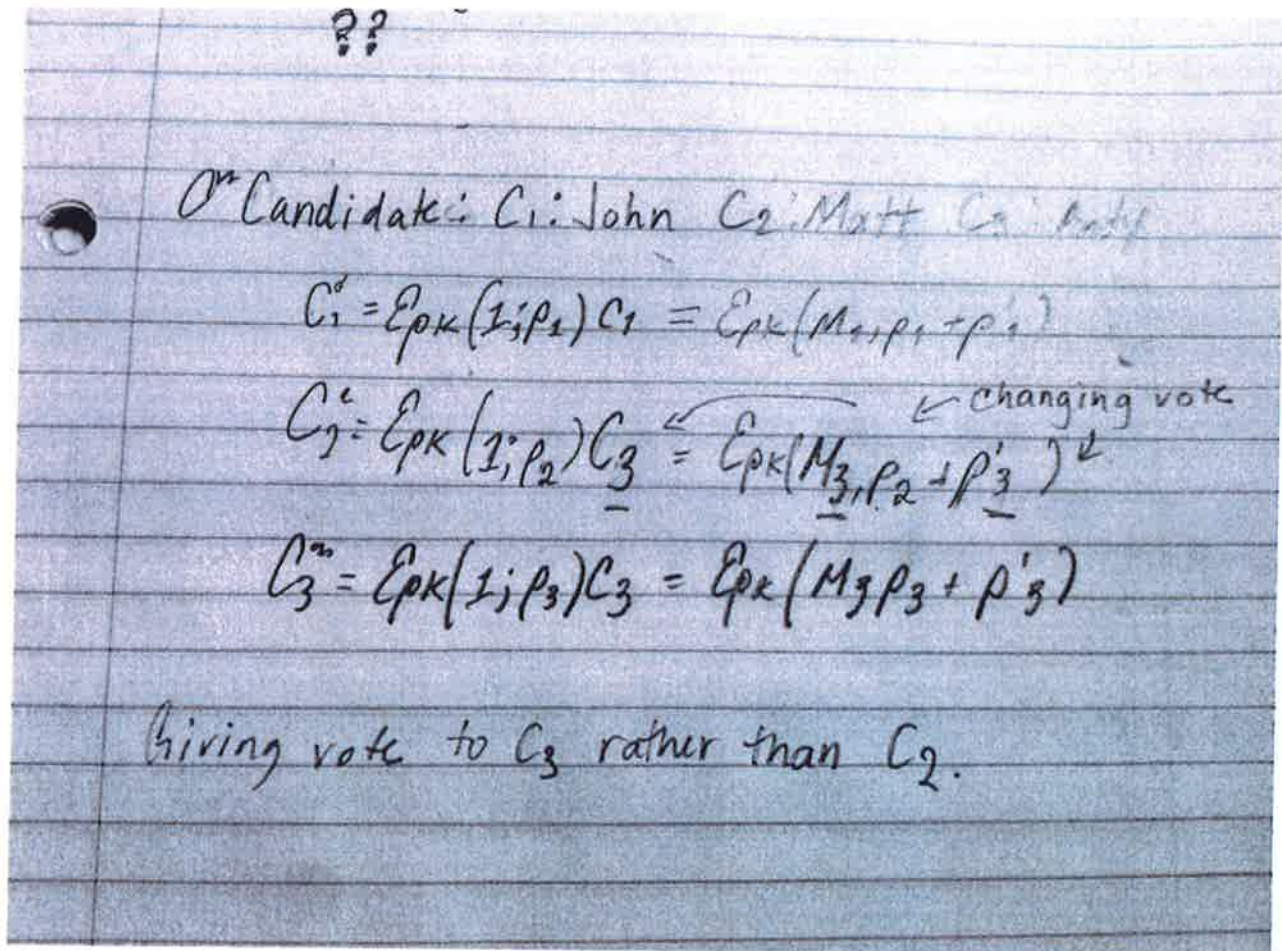
$$\text{CM}_c(\vec{a}; r) = \text{CM}_c(\vec{z}; r')$$

$$r' = r + \sum_{i=1}^n e_i (a_i - z_i)$$

56.

57. Within the trapdoor this is how the algorithm behaves to move the goal posts in elections without being detected by this proof. During the mixing phase this is the algorithm you would use to

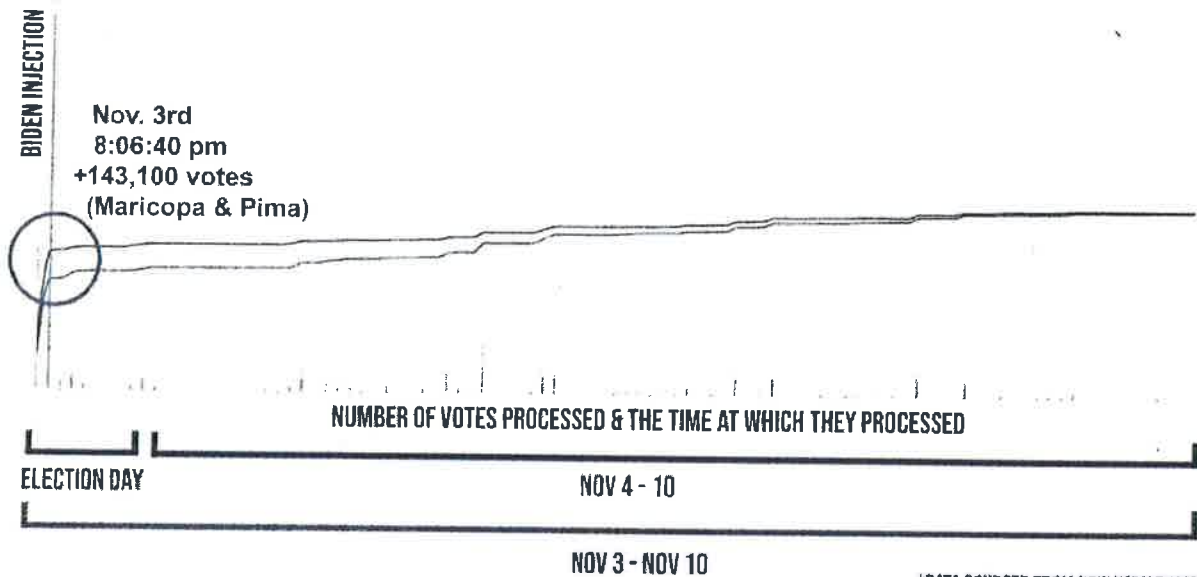
“reallocate” votes via an algorithm to achieve the goal set.



58. STEP 4|Decryption would be the decryption phase and temporary parking of vote tallies before reporting. In this final phase before public release the tallies are released from encrypted format into plain text. As previously explained, those that know the trapdoor can easily change any votes that the randomness is applied and used to generate the tally vote ciphertext. Thus in this case, Scyt1 who is the mixer can collude with their vote company clients or an agency (-----) to change votes and get away with it. This is because the receiver doesn't have the decryption key so they rely solely on Scyt1 to be *honest* or free from any foreign actors within their backdoor or the Election Company (like Dominion) that can have access to the key.
59. In fact, a study from the University of Bristol made claim that interference can be seen when there is a GREAT DELAY in reporting and finalizing numbers University of Bristol : How not to Prove Yourself: Pitfalls of the Fiat-Shamir Heuristic and Applications to Helios
60. “Zero-knowledge proofs of knowledge allow a prover to convince a verifier that she holds information satisfying some desirable properties without revealing anything else.” David Bernhard, Olivier Pereira, and Bogdan Warinschi.

61. Hence, you can't prove anyone manipulated anything. The TRAP DOOR KEY HOLDERS can offer you enough to verify to you what you need to see without revealing anything and once again indicating the inability to detect manipulation. **ZERO PROOF of INTEGRITY OF THE VOTE.**
62. Therefore, if decryption is challenged, the administrator or software company that knows the trap door key can provide you proof that would be able to pass verification (blind). This was proven to be factually true in the case study by The University of Melbourne in March. White Hat Hackers purposely altered votes by knowing the parameters set in the commitments and there was no way to prove they did it – or any way to prove they didn't.
63. IT'S THE PERFECT THREE CARD MONTY. That's just how perfect it is. They fake a proof of ciphertexts with KNOWN "RANDOMNESS". This rolls back to the integrity of the VOTE. The vote is not safe using these machines not only because of the method used for ballot "cleansing" to maintain anonymity but the EXPOSURE to foreign interference and possible domestic bad actors.
64. In many circumstances, manipulation of the algorithm is NOT possible in an undetectable fashion. This is because it is one point heavy. Observing the elections in 2020 confirm the deployment of an algorithm due to the BEHAVIOR which is indicative of an algorithm in play that had no pivoting parameters applied.
65. The behavior of the algorithm is that one point (B) is the greatest point within the allocated set. It is the greatest number within the A B points given. Point A would be the smallest. Any points outside the A B points are not necessarily factored in yet can still be applied.
66. The points outside the parameters can be utilized to a certain degree such as in block allocation.
67. The algorithm geographically changed the parameters of the algorithm to force blue votes and ostracize red.
68. Post block allocation of votes the two points of the algorithm were narrowed ensuring a BIDEN win hence the observation of NO Trump Votes and some BIDEN votes for a period of time.

ARIZONA "FIXING" THE VOTE

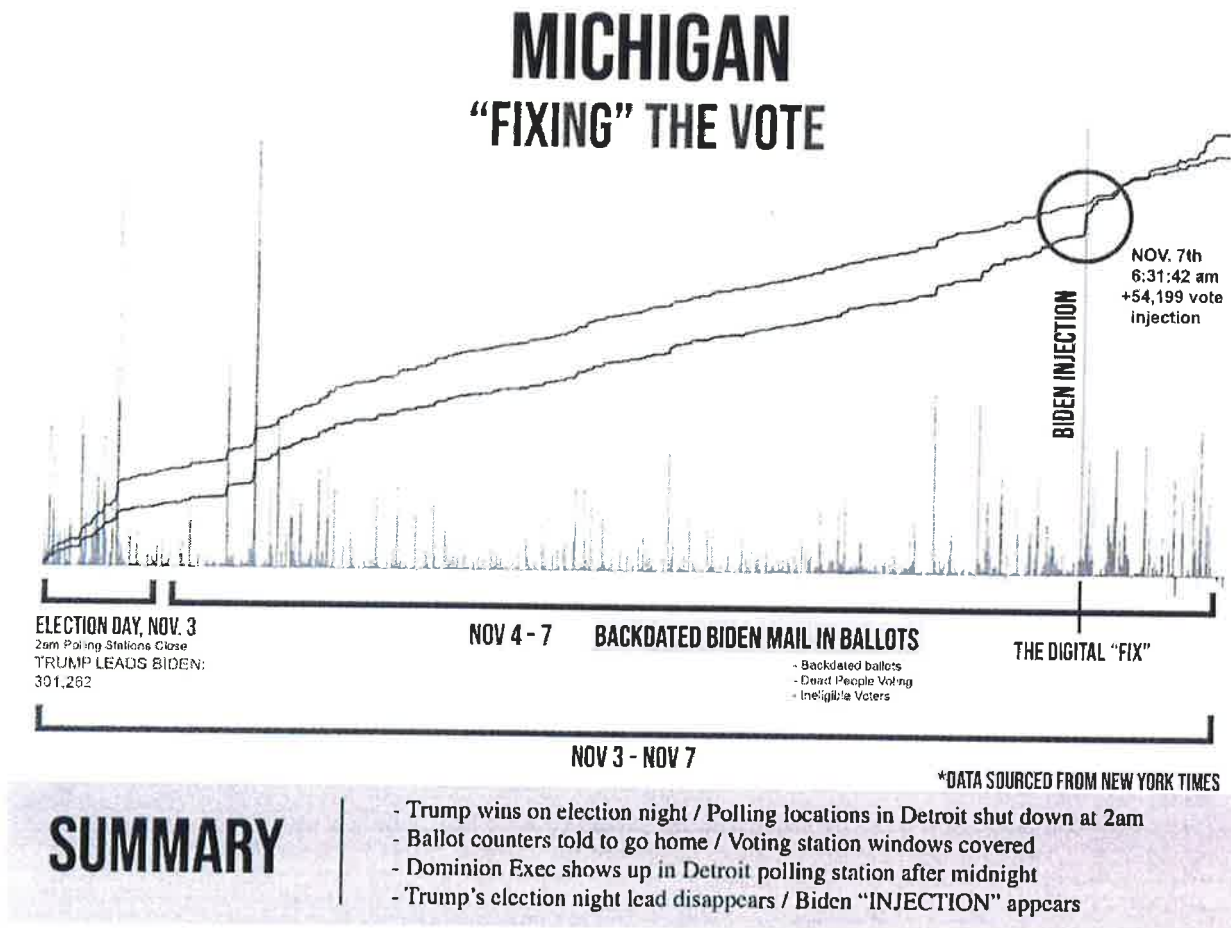


*DATA SOURCED FROM NEW YORK TIMES

SUMMARY

- Mathematical evidence of the seeding "injection" of votes at the beginning
- A spike means that a large number of votes were injected into the totals
- A normal vote pattern would look like a natural progression – smooth without extreme jumps

70. Gaussian Elimination without pivoting explains how the algorithm would behave and the election results and data from Michigan confirm FAILURE of algorithm.



71. The "Digital Fix" observed with an increased spike in VOTES for Joe Biden can be determined as evidence of a pivot. Normally it would be assumed that the algorithm had a Complete Pivot. Wilkinson's demonstrated the guarantee as :

$$\frac{\|U\|_{\infty}}{\|A\|_{\infty}} \leq n^{\frac{1}{2} \log(n)}$$

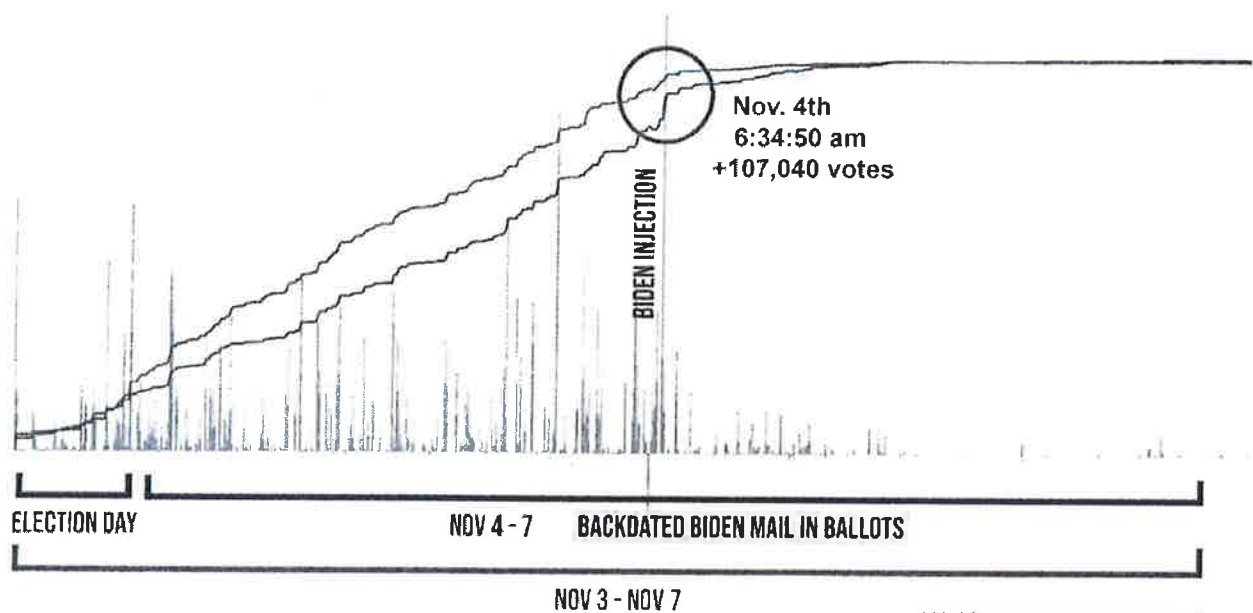
72.

73. Such a conjecture allows the growth factor the ability to be upper bound by values closer to n . Therefore, complete pivoting can't be observed because there would be too many floating points. Nor can partial as the partial pivoting would overwhelm after the "injection" of votes. Therefore, external factors were used which is evident from the "DIGITAL FIX"
74. Observing the elections, after a review of Michigan's data a spike of 54,199 votes to Biden. Because it is pushing and pulling and keeping a short distance between the 2 candidates; but then a spike, which is how an algorithm presents; - and this spike means there was a pause and an insert was made, where they insert an algorithm. Block spikes in votes for JOE BIDEN were NOT paper

ballots being fed or THUMB DRIVES. The algorithm block adjusted itself and the PEOPLE were creating the evidence to BACK UP the block allocation.

75. I have witnessed the same behavior of the election software in countries outside of the United States and within the United States. In -----, the elections conducted behaved in the same manner by allocating BLOCK votes to the candidate “chosen” to win.
76. Observing the data of the contested states (and others) the algorithm deployed is identical to that which was deployed in 2012 providing Barack Hussein Obama a block allocation to win the 2012 Presidential Elections.
77. The algorithm looks to have been set to give Joe Biden a 52% win even with an initial 50K+ vote block allocation was provided initially as tallying began (as in case of Arizona too). In the am of November 4, 2020 the algorithm stopped working, therefore another “block allocation” to remedy the failure of the algorithm. This was done manually as ALL the SYSTEMS shut down NATIONWIDE to avoid detection.

GEORGIA “FIXING” THE VOTE



*DATA SOURCED FROM NEW YORK TIMES

SUMMARY

- The spike on the morning of Nov. 4 resulted in a net increase of 107,040 to Biden's total
- A spike means that a large number of votes were injected into the totals
- A normal vote pattern would look like a natural progression – smooth without

78.

79. In Georgia during the 2016 Presidential Elections a failed attempt to deploy the scripts to block allocate votes from a centralized location where the “trap-door” key lay an attempt by someone using

80. In the state of Wisconsin, we observed a considerable BLOCK vote allocation by the algorithm at the SAME TIME it happened across the nation. All systems shut down at around the same time.

2 million votes

1.5 m

Year	Republican votes (%)
1980	40
1984	50
1988	45
1992	55
1996	45
2000	50

**Brown and Kenosha
counties are still counting.**

Democratic votes

81.

[illegible]

83.

84.

- EMAIL,

90.

91. Right before the ----- elections it was alleged that CyberBerkut a pro-Russia group infiltrated --- central election computers and deleted key files. These actions supposedly rendered the vote-tallying system inoperable.
92. In fact, the KEY FILES were the Commitment keys to allow Scytl to tally the votes rather than the election machines. The group had disclosed emails and other documents proving that their election was rigged and that they tried to avoid a fixed election.
93. The elections were held on May 25, 2014 but in the early AM hours the election results were BLOCKED and the final tally was DELAYED flipping the election in favor of -----.
94. The claim was that there was a DDoS attack by Russians when in actual fact it was a mitigation of the algorithm to inject block votes as we observed was done for Joe Biden because the KEYS were unable to be deployed. In the case of -----, the trap-door key was “altered”/deleted/ rendered ineffective. In the case of the US elections, representatives of Dominion/ ES&S/ Smartmatic/ Hart Intercivic would have to manually deploy them since if the entry points into the systems seemed to have failed.
95. The vote tallying of all states NATIONWIDE stalled and hung for days – as in the case of Alaska that has about 300K registered voters but was stuck at 56% reporting for almost a week.
96. This “hanging” indicates a failed deployment of the scripts to block allocate remotely from one location as observed in ----- on May 26, 2014.
97. This would justify the presence of the election machine software representatives making physical appearances in the states where the election results are currently being contested.
98. A Dominion Executive appeared at the polling center in Detroit after midnight.
99. Considering that the hardware of the machines has NOT been examined in Michigan since 2017 by Pro V& V according to Michigan’s own reporting. COTS are an avenue that hackers and bad actors seek to penetrate in order to control operations. Their software updates are the reason vulnerabilities to foreign interference in all operations exist.
100. The importance of VSTLs in underrated to protect up from foreign interference by way of open access via COTS software. Pro V& V who’s EAC certification EXPIRED on 24 FEB 2017 was contracted with the state of WISCONSIN.
101. In the United States each state is tasked to conduct and IV& V (Independent Verification and Validation) to provide assurance of the integrity of the votes.
102. If the “accredited” non-federal entities have NOT received EAC accreditation this is a failure of the states to uphold their own states standards that are federally regulated.
103. In addition, if the entities had NIST certificates they are NOT sufficing according the HAVA ACT 2002 as the role of NIST is clear.
104. Curiously, both companies PRO V&V and SLI GAMING received NIST certifications OUTSIDE the 24 month scope.

105. PRO V& V received a NIST certification on 26MAR2020 for ONE YEAR. Normally the NIST certification is good for two years to align with that of EAC certification that is good for two years.



106.

107. The last PRO V& V EAC accreditation certificate (Item 8) of this declaration expired in February 2017 which means that the IV & V conducted by Michigan claiming that they were accredited is false.
108. The significance of VSTLs being accredited and examining the HARDWARE is key. COTS software updates are the avenues of entry.
109. As per DOMINION'S own petition, the modems they use are COTS therefore failure to have an accredited VSTL examine the hardware for points of entry by their software is key.

*Compact Flash Cards	<u>***SanDisk Ultra:</u> SDCFHS-004G SDCFHS-008G <u>RiData:</u> CFC-14A RDF8G-233XMCB2-1 RDF16G-233XMCB2-1 RDF32G-233XMCB2-1 <u>SanDisk Extreme:</u> SDCFX-016G SDCFX-032G <u>SanDisk:</u> SDFAA-008G		Memory device for ICP and ICE tabulators.
*Modems	Verizon USB Modem Pantech UMW190NCD USB Modem MultiTech MT9234MU CellGo Cellular Modem E-Device 3GPUSUS AT&T USB Modem MultiTech GSM MTD-H5 Fax Modem US Robotics 56K V.92.		Analog and wireless modems for transmitting unofficial election night results.

110.

111. For example and update of Verizon USB Modem Pantech undergoes multiple software updates a year for it's hardware. That is most likely the point of entry into the systems.

112. During the 2014 elections in ---- it was the modems that gave access to the systems where the commitment keys were deleted.

113. SLI Gaming is the other VSTL "accredited" by the EAC BUT there is no record of their accreditation. In fact, SLI was NIST ISO Certified 27 days before the election which means that PA IV&V was conducted without NIST cert for SLI being valid.

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200733-0

SLI Compliance
Wheat Ridge, CO

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Voting System Testing

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2020-10-07 through 2020-12-31
Effective Dates



[Signature]
For the National Voluntary Laboratory Accreditation Program

- 114.
115. In fact SLI was NIST ISO Certified for less than 90 days.
116. I can personally attest that high-level officials of the Obama/Biden administration and large private contracting firms met with a software company called GEMS which is ultimately the software ALL election machines run now running under the flag of DOMINION.
117. GEMS was manifested from SOE software purchased by SCYTL developers and US Federally Funded persons to develop it.
118. The only way GEMS can be deployed across ALL machines is IF all counties across the nation are housed under the same server networks.
119. GEMS was tasked in 2009 to a contractor in Tampa, FL.
120. GEMS was also fine-tuned in Latvia, Belarus, Serbia and Spain to be localized for EU deployment as observed during the Swissport election debacle.
121. John McCain's campaign assisted in FUNDING the development of GEMS web monitoring via WEB Services with 3EDC and Dynology.

SCHEDULE B-P **ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

PAGE 7358 / 8595

☒ 23 ☐ 24 ☐ 25 ☐ 26 ☐ 27a
☐ 27b ☐ 28a ☐ 28b ☐ 28c ☐ 29

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)

JOHN MCCAIN 2008, INC.

Full Name (Last, First, Middle Initial)

A. 3EDC LLC

Mailing Address 211 NORTH UNION ST STE 200

City ALEXANDRIA State VA Zip Code 22314

Purpose of Disbursement
WEB SERVICE

Candidate Name

Office Sought:

☐ House
☐ Senate
☐ President

Disbursement For: 2008

☒ Primary ☐ General
☐ Other (specify) ▼

State: District:

Date of Disbursement

03 17 2008

Transaction ID : SB23.10515

Amount of Each Disbursement this Period

399916.09

Full Name (Last, First, Middle Initial)

B. A FARE EXTRAORDINAIRE

Mailing Address 2035 MARSHALL

City HOUSTON State TX Zip Code 77098

Purpose of Disbursement
FACILITY RENTAL/CATERING

Candidate Name

Office Sought:

☐ House
☐ Senate
☐ President

Disbursement For: 2008

☒ Primary ☐ General
☐ Other (specify) ▼

State: District:

Date of Disbursement

03 17 2008

Transaction ID : SB23.10049

Amount of Each Disbursement this Period

23697.69

Full Name (Last, First, Middle Initial)

C. ADMINISTAFF

Mailing Address PO BOX 203332

City HOUSTON State TX Zip Code 77216

Purpose of Disbursement
INSURANCE

Candidate Name

Office Sought:

☐ House
☐ Senate
☐ President

Disbursement For: 2008

☒ Primary ☐ General
☐ Other (specify) ▼

State: District:

Date of Disbursement

03 05 2008

Transaction ID : SB23.10117

Amount of Each Disbursement this Period

483.68

Subtotal Of Receipts This Page (optional)

424097.46

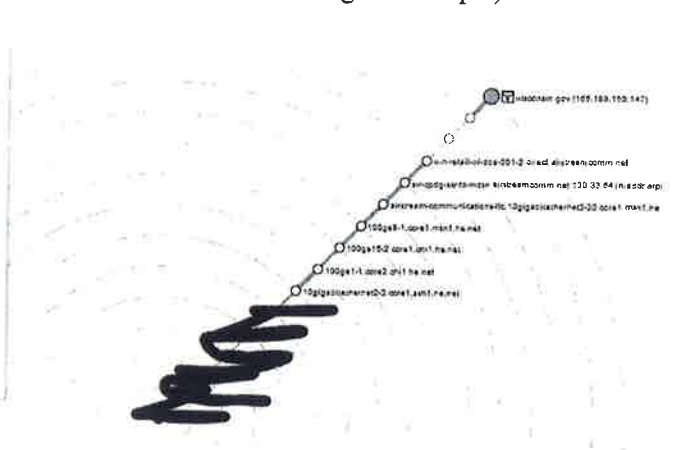
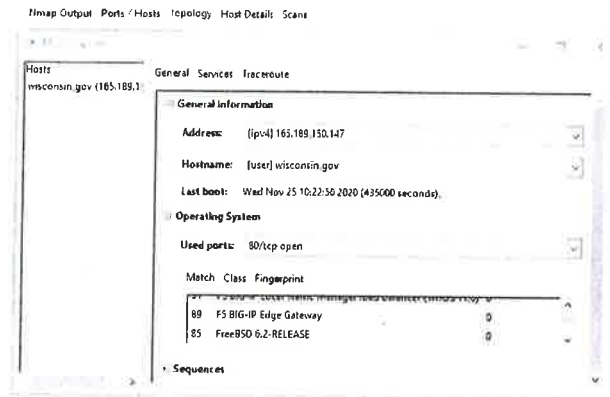
Total This Period (last page this line number only)

122.

123.

124. AKAMAI Technologies services SCYTL.

125. AKAMAI Technologies Houses ALL foreign government sites. (Please see White Paper by Akamai.)
126. AKAMAI Technologies houses ALL .gov state sites. (ref Item 123 Wisconsin.gov Example)



- 127.
128. Wisconsin has EDGE GATEWAY port which is AKAMAI TECHNOLOGIES based out of GERMANY.
129. Using AKAMAI Technologies is allowing .gov sites to obfuscate and mask their systems by way of HURRICANE ELECTRIC (he.net) Kicking it to anonymous (AKAMAI Technologies) offshore servers.

Hosts	General	Services	Traceroute
wisconsin.gov (165.189.1)			
	3	3.00	207.89.33.137
	4	4.00	10.40.50.7
	5	13.00	172.22.7.24
	6	15.00	206.126.236.37 10gigabitethernet2-2.core1.ash1.he.net
	7	41.00	184.105.64.133 100ge1-1.core2.chi1.he.net
	8	27.00	184.104.192.117 100ge15-2.core1.chi1.he.net
	9	32.00	184.105.65.226 100ge8-1.core1.msn1.he.net
	10	35.00	216.66.73.242 airstream-communications-llc.10gigabitethernet2-20.core1.msn1
	11	37.00	64.33.130.57 air-cpdg-asr-to-mdsn.airstreamcomm.net.130.33.64.in-addr.arpa
	12	37.00	64.33.143.186 win-retail-wi-doa-001-2.direct.airstreamcomm.net
	13		<unknown>
	14		<unknown>
	15	38.00	165.189.150.147

- 130.
131. AKAMAI Technologies has locations around the world.
132. AKAMAI Technologies has locations in China (ref item 22)
133. AKAMAI Technologies has locations in Iran as of 2019.
134. AKAMAI Technologies merged with UNICOM (CHINESE TELECOMM) in 2018.
135. AKAMAI Technologies house all state .gov information in GERMANY via TELIA AB.

136. In my professional opinion, this affidavit presents unambiguous evidence:
137. That there was Foreign interference, complicit behavior by the previous administrations from 1999 up until today to hinder the voice of the people and US persons knowingly and willingly colluding with foreign powers to steer our 2020 elections that can be named in a classified setting.
138. Foreign interference is present in the 2020 election in various means namely,
139. Foreign nationals assisted in the creation of GEMS (Dominion Software Foundation)
140. Akamai Technologies merged with a Chinese company that makes the COTS components of the election machines providing access to our electronic voting machines.
141. Foreign investments and interests in the creation of the GEMS software.
142. US persons holding an office and private individuals knowingly and willingly oversaw fail safes to secure our elections.
143. The EAC failed to abide by standards set in HAVA ACT 2002.
144. The IG of the EAC failed to address complaints since their appointment regarding vote integrity
145. Christy McCormick of the EAC failed to ensure that EAC conducted their duties as set forth by HAVA ACT 2002
146. Both Patricia Layfield (IG of EAC) and Christy McCormick (Chairwoman of EAC) were appointed by Barack Hussein Obama and have maintained their positions since then.
147. The EAC failed to have a quorum for over a calendar year leading to the inability to meet the standards of the EAC.
148. AKAMAI Technologies and Hurricane Electric raise serious concerns for NATSEC due to their ties with foreign hostile nations.
149. For all the reasons above a complete failure of duty to provide safe and just elections are observed.
150. For the people of the United States to have confidence in their elections our cybersecurity standards should not be in the hands of foreign nations.
151. Those responsible within the Intelligence Community directly and indirectly by way of procurement of services should be held accountable for assisting in the development, implementation and promotion of GEMS.
152. GEMS ----- General Hayden.
153. In my opinion and from the data and events I have observed ----- with the assistance of SHADOWNET under the guise of L3-Communications which is MPRI. This is also confirmed by us.army.mil making the statement that shadownet has been deployed to 30 states which all

happen to be using Dominion Machines.

FAIRFAX, Va. -The Virginia National Guard's Bowling Green-based 91st Cyber Brigade completed the nationwide rollout of its ShadowNet enterprise solution July 19, 2019, with the integration of the 125th Cyber Protection Battalion into the solution's virtual private network. ShadowNet is a custom-built private cloud-based out of the brigade's data center in Fairfax, Virginia, that uses VPN connectivity to provide its aligned units with 24-hour, seven-days-a-week remote access to critical cyber training at both the collective and individual levels. The brigade successfully integrated its three other cyber protection battalions - the 123rd, 124th, and 126th Cyber Protection Battalions - into the **ShadowNet platform** last January.

"I'm extremely proud to announce that the Soldiers of the 91st Cyber Brigade have completed the construction and rollout of ShadowNet, a world-class enterprise solution designed to propel operational innovation in the field of cyber training," said Col. Adam C. Volant, commander of the 91st Cyber Brigade. "ShadowNet will allow us to leverage the expertise of cyber professionals across our four cyber protection battalions to build Soldier-centric programs and collective training environments that deliver breakthroughs in exercise complexity and cost efficiency. Its robust

OCTOBER 26, 2020

U.S. Army STAND-TO! | Army Readiness Training

SEPTEMBER 12, 2019

September 2017 Nominative Sergeant's Major Assignments

SEPTEMBER 12, 2019

DA ANNOUNCES ROTATIONAL DEPLOYMENTS

154. Based on my research of voter data – it appears that there are approximately 23,000 residents of a Department of Corrections Prison with requests for absentee ballot in Wisconsin. We are currently reviewing and verifying the data and will supplement.

	23230	Gutierrez	Idaly	Jane		(262)994-9050
23231	23231	Hansen	Luann	M		(262)994-9050
23232	23232	Neberman	John	C		(262)994-9050
23233	23233	Reynolds	Devi	J		(262)994-9050
23234	23234	Rieckhoff	Kathryn	Susan		(262)994-9050
23235	23235	Edwards	Mark	Landon		(262)994-9050
23236	23236	Pfeiffer	Joseph	Patrick		(262)994-9050
23237	23237	Hines	Dianna	K		(262)994-9050
23238	23238	Beachem	Janice	F		(262)994-9050
23239	23239	Blackstone	Thomas	Wayne		(262)994-9050
23240	23240	Braun	Patricia	Ann		(262)994-9050
23241	23241	Smith	Raymond	L		(262)994-9050
23242	23242	Meyer	Steven	R		(262)994-9050
23243	23243	Vincent	Herbert			(262)994-9050
23244	23244	Guajardo	Juan	P		(262)994-9050
23245	23245	Wallace	Kirk	R		(262)994-9050
23246	23246	Kaplan	Bernard	L		(262)994-9050
23247	23247	Bahrs	Michelle	M		(262)994-9050
23248	23248	Shattuck	Elizabeth	L		(262)994-9050
23249	23249	Munoz	Rosalio	S	JR	(262)994-9050
23250	23250	Strunk	Amy	C		(262)994-9050
23251	23251	Schendel	Michael	P	JR	(262)994-9050
23252	23252	Mack	Kimberly	N		(262)994-9050
23253	23253	Spikes	Debra	A		(262)994-9050
23254	23254	Busarow	Suzanne	M		(262)994-9050
23255	23255	Oliver	Timmy			(262)994-9050
23256	23256	Wember	Jimmy	Dean		(262)994-9050
23257	23257	Kosterman	Michael	Richard		(262)994-9050
23258	23258	Szaradowski	Paul	M		(262)994-9050
23259	23259	Oliver	Dale			(262)994-9050
23260	23260	Derango	Nancy			(262)994-9050
23261	23261	Smith	Arthur	J		(262)994-9050 SMITH24.3059@YAHOO
23262	23262	Brown	Michael	Edward		(262)994-9050

I declare under penalty of perjury that the forgoing is true and correct to the best of my knowledge.
Executed this November 29th, 2020.

A handwritten signature in black ink, appearing to read 'Terpsehore P Maras', written in a cursive style.

Terpsehore P Maras

JAN 30 2024

1d



AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ Meeting Date: 1-22-2024

REGULAR AGENDA ☒ Meeting Date: 1-30-2024

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The Clallam County Planning Commission has completed its review and public hearing process regarding a proposed ordinance to require issuance of a placement permit for Recreational Park Trailers (ie. Park Models) through the Building Division. Clallam County Code does not provide regulations for the placement or use of Park Models, which can leave the public uncertain of such an investment. Park Models are regulated by State Labor & Industries and not the International Building Code, and therefore are not administered building permits issued by the Clallam County Building Division. The program would operate similarly to Mobile home placements, requiring setup to the manufacturers details and ensure compliance with potable water and sewage disposal. Through a placement permit, the County would be providing assurance for people purchasing park models that their placement is legal.

The Planning Commission held a public hearing on November 1, 2023 and voted 7-0 on December 6, 2023 to forward the ordinance titled "Recreational Park Trailer Placement" to the Board of Commissioners. The Board may now review the ordinance for adoption and move forward with their public hearing process.

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 ordinance and approve a call for hearing to take place February 13, 2024.

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

Agenda_1-22-2024
Revised: 3-04-2019

County Official signature & print name:

Bruce W. Emery, Bruce Emery

Name of Employee/Stakeholder attending meeting: Donella Clark, Principal Planner

Relevant Departments: DCD

Date submitted: 1-17-2024

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

Agenda_1-22-2024
Revised: 3-04-2019

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

PUBLIC HEARING
Proposed Ordinance titled "Recreational Park Trailer Placement"

NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners will conduct a public hearing on Tuesday, February 13, 2024 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 hearing may also be attended by Zoom by going to <https://zoom.us/join> or by calling 253-215-8782 and then enter Meeting ID: 875 561 7844 Passcode: 12345. The purpose of the public hearing is to receive public testimony on proposed changes to the Clallam County Zoning code, amending and adding definitions to accompany a new section that would provide standards for the placement and use of Recreational Vehicles, Park Models, and the use of property for Camping.

SUMMARY OF PROPOSAL: Clallam County is proposing an Ordinance requiring issuance of a placement permit for Recreational Park Trailers (ie. Park Models) through the Building Division. The program would operate similarly to Mobile home placements, requiring setup to the manufacturers details and ensure compliance with potable water, sewage disposal, Zoning setbacks and compliance with Critical Area regulations.

HOW TO COMMENT: All persons wishing to comment are welcome to either submit their written comments before the hearing is commenced or present written and/or oral comments in person during the public hearing. Written comments should be sent to the Clallam County Board of Commissioners, 223 East 4th Street, Suite 4, Port Angeles, WA 98362-3015.

DOCUMENTS AND INFORMATION: Copy of the Ordinance is available for review at the Clallam County Department of Community Development located in the Clallam County Courthouse at 223 E. 4th Street, Port Angeles, WA or <https://www.clallamcountywa.gov/178/Community-Development-DCD>

In compliance with the Americans with Disabilities Act (ADA), appropriate aids and/or reasonable accommodations will be made available upon request. Requests must be received by the Commissioner's office (Phone: 360-417-2233; see address above) at least 7 days prior to the hearing. The facility is considered "barrier free" and accessible to those with physical disabilities.

Publish: February 3 and 10

Bill: Dept. of Community Development

Loni Gores, Clerk of the Board

LETTER OF TRANSMITTAL

To: Clallam County Board of Commissioners

From: Department of Community

Subject: Transmittal to BOCC: Findings and Conclusions regarding
Recreational Park Trailer Placement Ordinance CCC 21.06

Dear Commissioners:

The Clallam County Planning Commission has completed its review and public hearing process regarding an addition to the Building and Construction Title 21, which will address requirements for placement of Recreational Park Trailers in unincorporated Clallam County. The Planning Commission completed its review and approved its final recommendations to forward to the BOCC at its meeting on December 6, 2023. I am transmitting herewith the findings and recommendations of the Commission on this proposed Ordinance:

FINDINGS OF FACT:

1. The Planning Commission has explored ideas for ordinances regarding Recreational Vehicles and Park Trailers for several years.
2. A draft ordinance titled "Recreational Vehicles, Park Models, and Camping" failed to be passed by the Board of County Commissioners in 2021.
3. On May 3, 2023 staff presented the Planning Commission with a proposed draft ordinance regarding the placement of Recreational Park Trailers.
4. DCD issued a SEPA Threshold Determination of Non-Significance on September 18, 2023 with the comment period ending October 2, 2023.
5. Legal notice was published in the Peninsula Daily News, Sequim Gazette, and Forks Forum prior to the public hearing that was conducted on November 1, 2023.
6. Staff was directed to write a purpose statement and make some minor changes to the draft ordinance, including a provision for existing park models to come into compliance within 18 months of adoption of the code after the public hearing.
7. Staff presented a formatted draft ordinance to the Planning Commission on December 6, 2023.
8. Following a discussion at the December 6th meeting, the Planning Commission voted 7-0 for the Draft Recreational Park Trailer Placement Ordinance to be forwarded to the BOCC for consideration with a few minor corrections.

9. Based on the above facts and findings, and the attached draft ordinance adding a Chapter 21.06 to the Clallam County Code titled Recreational Park Trailer Placement, the Planning Commission adopts and transmits the following conclusion to the Clallam County Board of Commissioners.

CONCLUSION: The Clallam County Planning Commission concludes that the proposed Ordinance shall be included in the construction code to:

1. Purpose Statement – provide an avenue for recreational park trailers to be legally placed on property in unincorporated Clallam County.
2. Define "Park Model, Recreational Park Trailer, or Tiny Home on Wheels"
3. Placement requirements and application requirements – placement permit issued by Clallam County Department of Community Development and may not be occupied until the permit is issued. Placement of only one on residential property and shall bear the insignia of labor and industries. Shall disqualify the property for an accessory dwelling unit and shall comply with all other codes and regulations such as Zoning, Critical Areas and Shorelines, and Health. Park trailer shall be secured and shall be serviced by approved sewage disposal, potable water, and electrical service.
4. Effective date shall be the adoption of the ordinance.

The Planning Commission recommends approval by the BOCC and as Chair of the Commission, has directed me as its duly authorized agent to transmit this recommendation to the BOCC.


Steve Gale, Chair

1/17/2024
Date

Ordinance _____
An ordinance adding a Chapter 21.06 to the Clallam County Code titled
Recreational Park Trailer Placement

Section 06. Section .010, Purpose, is created to read as follows:

The purpose of this chapter is to provide an avenue for recreational park trailers to be legally placed on property in unincorporated Clallam County. Through the issuance of a placement permit the County can ensure proper installation, maintenance of setbacks, appropriate connection to potable water and waste disposal, and location outside of any critical areas or shorelines and their buffers.

Section 06. Section .020, Definition, is created to read as follows:

“Park Model, Recreational Park Trailer, or Tiny Home on Wheels” means a trailer-type unit primarily designed to provide temporary living quarter for recreational, camping or seasonal use complying with American National Standards Institute A119.5 standard for park trailers as defined by WAC 296-150P-0020. These units shall bear an insignia issued by Washington Department of Labor & Industries.

Section 06. Section .030, Recreational Park Trailer Placement requirements, is created to read as follows:

(1) Placement of a Recreational Park Trailer (including Park Models and Tiny Home on Wheels with appropriate L&I insignia) within Clallam County requires approval of a placement permit issued by the Clallam County Department of Community Development (DCD).

(2) A Recreational Park Trailer *may not* be occupied until a Placement Permit has been issued and a final inspection performed and approved by the Clallam County Department of Community Development. Existing Recreational Park Trailers placed prior to adoption of this ordinance may continue to be occupied, but are required to obtain a placement permit within 18 months of adoption of this title.

(3) Only one Recreational Park Trailer may be placed on a legal lot zoned for residential purposes, unless located within an approved binding site plan established for the purpose of placing multiple park models.

(4) Recreational Park Trailers are designed for temporary, recreational, camping, or seasonal use as identified by Labor & Industries A119.5 and shall bear the L&I Recreational Park Trailer insignia through its lifetime.

(5) A Recreational Park Trailer placed on property with a single-family residence will disqualify the property for an accessory dwelling unit while the park model is present. Likewise, a property containing an accessory dwelling unit is not eligible for the placement of a park model.

(6) Placement of a Recreational Park Trailer shall comply with all use and dimensional requirements of the County Code, including setbacks established in the Zoning Code, requirements of the Shoreline Master Program, Critical Areas Code, drainage requirements, and environmental health regulations.

(7) Improvements to a site for the placement of a Recreational Park Trailer shall not disturb the native vegetation within a critical area, shoreline, or their associated buffers without compliance with Shoreline and Critical Area regulations. Recreational Park Trailers shall not be placed in a designated floodplain.

(8) Recreational Park Trailer shall be secured with a system that meets the requirements per the manufacturer’s installation instructions or, by engineered design, and shall be installed to prevent overturning and roof uplift.

(9) Placement of Recreational Park Trailers shall require service connection to an approved means of sewage disposal, potable water supply, and electrical service.

(10) Recreational Park Trailer may have skirting and detached decks, but shall have nothing structurally connected or adjacent to the park model. Such accessory improvements shall be included and reviewed during the placement permit process.

(11) An application shall be submitted to DCD Building Division on the appropriate forms and shall include the following:

(a) Site Plan showing the location of the park model, other structures, distances from property lines, distances from critical areas and/or shorelines.

(b) Means of managing stormwater runoff if the area of the park model and other impervious surfaces (e.g. decks, patios, driveways) of the site exceed 400 square feet.

(c) Source of approved water connection.

(d) Approved sewage disposal (ie. Sewer connection, approved septic system)

(e) Accessory improvements, such as decks, skirting, parking, access, etc.

(f) Means of securing the unit to prevent overturning or roof uplift

Section 06. Section .040, Effective date, is created to read as follows:

This chapter shall take effect (i.e., the effective date shall be) the date of adoption of the ordinance codified in this chapter.

ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mike French



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JAN 30 2024

AGENDA ITEM SUMMARY

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

Department: Parks, Fair & Facilities

WORK SESSION ☒ **Meeting Date:** **January 22, 2024**

REGULAR AGENDA ☒ **Meeting Date:** **January 30, 2024**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: The Park, Fair & Facilities Department will brief the Board of Commissioners on proposed Fairgrounds fee changes and request a Call for Hearing to be held on February 13, 2024. Fee Schedule was submitted to the Civil Prosecutor's office for review and it was approved.

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?)

Requesting approval of the Notice of Hearing.

County Official signature & print name:  R. Donald Crawford, Director

Name of Employee/Stakeholder attending meeting: R. Donald Crawford

Relevant Departments: Parks, Fair & Facilities

Date submitted: January 17, 2024

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

BOCC agenda form for fee schedule 215-A 1-11-24

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

Revised: 3-04-2019

PUBLIC HEARING

Proposed Clallam County Ordinance
Amending Clallam County Code, Chapter 5.100 Consolidated Fee Schedule –
Fairgrounds Division Services 215-A

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, February 13, 2024 at 10:30 a.m., or as soon thereafter. The public hearing is to consider the Ordinance listed above. The proposed Ordinance is available on the County website
<https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

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: 360.417.2256

FORMAL IDENTIFICATION: Fairgrounds Fee Schedule 215-A

SUMMARY OF PROPOSED CHANGES:

Ordinance amending Chapter 5.100 Consolidated Fee Schedule – Fairgrounds Fee Schedule 215-A
<https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Publish: February 2, 2024
Bill: Parks, Fair & Facilities

Loni Gores, CMC, Clerk of the Board

Ordinance ____

Amending Clallam County Code Chapter 5.100 Consolidated Fee Schedule –
Fairground Division Services 215-A

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 5.100.215, Fees for Fairgrounds Division Services is amended to read as follow:
See attached Fairgrounds Division Services fee schedule.

ADOPTED this ____ day of ____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores
MMC, Clerk of the Board

Mark Ozias

FAIRGROUNDS FEE SCHEDULE 215-A EFFECTIVE 2023 ~~4~~		
RENTALS – FAIR EVENT FEES		
DAILY ADMISSION	FEE	REFERENCE / COMMENTS
Adult	\$10	
Seniors 80+	Free	
Student 13-17/Senior 65-79	\$8	
Youth 6-12	\$7	
Active Military & Veteran	\$7	
Child Under 5	Free	
Youth 6-12 Thursday – Kids’ Day	Free	
SEASON PASS	FEE	REFERENCE / COMMENTS
Adult	\$30	
Student 13-17/Senior 65-79	\$24	
Youth 6-12	\$15	
Active Military & Veteran	\$21	
Worker – 2 Passes per Leased Space	Free	
Worker – Passes Purchased Prior to First Day of Fair; up to 8 Additional	\$10 each	
Worker – Dry Creek Grange, Lions Club up to 20 Additional Passes	\$10 each	
Volunteer – Youth Animal Exhibitor	\$4 per person	
Volunteer – Youth Animal Exhibitor Assistant	\$5 per person	
Volunteer – Fair Worker	\$4 per person	
Volunteer – 4-H Leader	\$5 per person	
PARKING/CAMPING	FEE	REFERENCE / COMMENTS
Reserved Parking Pass (Lot #1)	~~\$25~~ 30 per vehicle/Fair week	
Overnight Camping/Parking Pass		
Non-Utility site outside fence, east side	~~\$35~~ 40 per vehicle/Fair week	
—(Camping Area E)	~~\$60~~ 75 per vehicle/Fair week	
Utility site inside fence, east side (Camping Area D)	~~\$18~~ 20 per vehicle/per night	
Vendor/Carnival area, west side (Lot #4)	Half of Camping for desired camping location\$20 per vehicle/Fair week	
Superintendent Camping	~~\$20~~ per vehicle/Fair week	
Assistant Superintendent Camping	~~\$20~~ per vehicle/Fair week	
VENDOR BOOTH	FEE	REFERENCE / COMMENTS
Merchants Building	~~\$275~~ 290	
~~Merchants Annex~~	~~\$225~~	
Wasankari Log Cabin	~~\$200~~ 210	

FAIRGROUNDS FEE SCHEDULE 215-A EFFECTIVE 2023 ~~4~~		
Inside Space in a Building (10' x 10') (without power, excluding Merchants Building)	~~\$200~~ 210	
Outdoor Space on Grounds (10' x 10') (without power)		
Informational Only (Non-Profit)	~~\$150~~ 160	
Commercial Only (Non-Food)	~~\$200~~ 210	
Electricity	~~\$25~~ 30	
FOOD VENDOR BOOTH	FEE	REFERENCE / COMMENTS
Outdoor Only – (inside the Peninsula / Clallam, Jefferson, Kitsap Counties)	~~\$400~~ 420 or 18% of gross sales, whichever is greater	
Outdoor Only – (outside the Peninsula)	~~\$420~~ or 20% of gross sales, whichever is greater	
RENTALS – NON-FAIR EVENT FEES¹		
BUILDING	FEE	REFERENCE / COMMENTS
Home Arts Building		
Non-Profit	~~\$350~~ 375/day	<u>All Building Rentals Require a \$500 Refundable Damage/Cleaning Deposit.</u>
Profit and Private	~~\$450~~ 475/day	
— Stage Lighting System	~~\$100~~ /day	
— Refundable Damage/Cleaning Deposit	~~\$200~~	
		<u>All Building Rentals come with use of the North Parking Lot if needed.</u>
Floral Building	~~\$150~~ 160/day	
Exposition Hall		
Non-Profit	~~\$250~~ 275/day	
Profit and Private	~~\$350~~ 375/day	
— Refundable Damage/Cleaning Deposit	~~\$200~~	
Fair Kitchen		
Non-Profit (6 hours)	~~\$100~~ /6 hours	
Profit and Private (6 hours)	~~\$150~~ /6 hours	
Non-Profit (per day)	~~\$125~~ 175/day	
Profit and Private (per day)	~~\$150~~ 375/day or 18% of gross sales, if concessioned, whichever is greater	
Dining Area Only		
Non-Profit	~~\$60~~ 65/day	
Profit and Private	~~\$100~~ 150/day	
— Refundable Damage/Cleaning Deposit	~~\$200~~	

FAIRGROUNDS FEE SCHEDULE 215-A EFFECTIVE 2023 ~~4~~		
Art or Agriculture Building Non-Profit Profit and Private	~~\$50~~ 55/day ~~\$100~~ 105/day	
Merchants Building Non-Profit Profit and Private	~~\$75~~ 80/day ~~\$150~~ 160/day	
Cat Barn Non-Profit Profit and Private	\$50/day \$100/day	
Dog Barn Non-Profit Profit and Private	\$50/day \$100/day	
Cattle Barn Non-Profit Profit and Private	\$50/day \$100/day	Some Barns have very limited availability from September through May.
Poultry/Rabbit Barn Non-Profit Profit and Private	\$50/day \$100/day	
Multipurpose Barn (Cattle Barn #2) Non-Profit Profit and Private	\$50/day \$100/day	
Sheep/Goat Barn Non-Profit Profit and Private	\$50/day \$100/day	
Swine Barn Non-Profit Profit and Private	~~\$40~~ 50/day ~~\$80~~ 100/day	
Horse Barns Stalls Non-Profit Stalls Profit and Private ~~Non-Profit~~ ~~Profit and Private~~	\$10 per stall/day ~~\$15~~ 20 per stall/day ~~\$150~~ per barn/day ~~\$200~~ per barn/day	3 Horse Barns available.
Arena Dog Livestock Sheep/Swine Horse (Warm Up Arena included) Daily Use Fee Arena Surface Grooming ~~Refundable Damage/Cleaning~~ Deposit	~~\$50~~ 55/day ~~\$50~~ 55/day ~~\$50~~ 55/day ~~\$150~~ 200/day ~~\$40~~ 15/day ~~\$100~~ 110/each time worked/day ~~\$200~~ 500	Daily Use Fee does not include Arena being worked and watered.
Miscellaneous Areas		

FAIRGROUNDS FEE SCHEDULE 215-A
EFFECTIVE 2023~~4~~

Plaza	~~\$150~~ 160/day	KidZone Rental
KidZone	~~\$150~~ 160/day	excludes
North Parking Lot #2	~~\$200~~ 220/day	Wasankari Log
East Camping Area D	\$150/day	Cabin <u>and</u>
<u>East Camping Area D Campsite</u>	<u>\$25 per campsite/day</u>	<u>excludes</u>
Wasankari Log Cabin	~~\$100~~ 105/day	<u>Camping.</u>
		<u>Excludes</u>
		<u>Camping.</u>
Carnival		
Non-Commercial	~~\$300~~ 325/day <u>plus \$200</u>	<u>Carnival Rental</u>
	<u>Refundable</u>	<u>Excludes</u>
Commercial	<u>Damage/Cleaning Deposit</u>	<u>Camping.</u>
	~~\$500~~ 550/day <u>plus \$400</u>	<u>Refundable</u>
	<u>Refundable</u>	<u>Damage/Cleaning</u>
Non-Profit	<u>Damage/Cleaning Deposit</u>	<u>Deposit \$500.</u>
	~~\$100~~ 150/day <u>plus \$100</u>	
	<u>Refundable</u>	
	<u>Damage/Cleaning Deposit</u>	
~~Information and~~ Ticket Booths	~~\$20~~ each/day	
Food Concession	~~\$100~~ 150/day or 18% of gross sales, whichever is greater	
GRANDSTAND	FEE	REFERENCE / COMMENTS
GRANDSTAND WITH ARENA		Grandstand Seating Capacity 1,600
First Day	~~\$750~~ 800	
Each Additional Day	~~\$600~~ 650/day	
GRANDSTAND ARENA ONLY		
Arena	~~\$200~~ 215/day	
MISCELLANEOUS GRANDSTAND WITH OR WITHOUT ARENA		
Events That Charge Admission	~~15~~ 18% of gross sales, in addition to ~~Rental Fee~~	
Arena Water Use	\$250/event minimum	Fee in addition to ~~Rental Fee~~ ; no use of water truck.
~~Rodeo Chutes~~	~~\$300/day~~	
~~Stalls/Pens Surrounding Arena~~	~~\$100/day~~	
~~Rodeo Announcer's Booth~~	~~\$30/day~~	
~~Food Concession~~	~~\$100/day or 18% of gross sales, whichever is greater~~	

FAIRGROUNDS FEE SCHEDULE 215-A
EFFECTIVE 2023~~4~~

Refundable Damage/Cleaning Deposit		
Low Risk Event	\$4001,000	Sample of low risk event: horse show.
High Risk Event	\$1,5002,500	Samples of high risk event: demo derby, monster truck show.
STAGES	FEE	REFERENCE / COMMENTS
Center Stage	\$100105/day	
West Stage Area Portable Stage		
Profit and Private		Staff set-up mandatory and may include additional feeincluded.
First Day	\$500525	
Each Additional Day	\$400425/day	
~~Non-Profit~~		
~~First Day~~	~~\$350~~	
~~Each Additional Day~~	~~\$250/day~~	
Stage Extensions		
First Day		
Each Additional Day	\$100105	
Refundable Damage/Cleaning	\$5055/day	
Deposit	\$4002,500	
~~West Stage Portable Stage—used outside the West Stage Area~~		Per contract.
~~Fairgrounds~~	~~\$200 moving fee~~	
~~First Day~~	~~\$300~~	
~~Each Additional Day~~	~~\$200/day~~	
~~Stage Extensions~~		
~~First Day~~	~~\$150~~	
~~Each Additional Day~~	~~\$100/day~~	
~~Off Fairgrounds~~		
~~First Day~~	~~\$500~~	Moving fees vary and are charged by an independent trucking company arranged by County Maintenance.
~~Each Additional Day~~	~~\$400/day~~	
~~Stage Extensions~~		
~~First Day~~	~~\$150~~	
~~Each Additional Day~~	~~\$100/day~~	
~~Refundable Damage/Cleaning~~	~~\$500~~	
~~Deposit~~		
AUDIO-VISUAL EQUIPMENT	FEE	REFERENCE / COMMENTS
Spotlight (1)	\$100/day	
Light Tree with 4 Lights (2)	\$75 each/day	
10' Light Truss with 6 Lights (1)	\$75/day	
Wired Microphone with Stand	\$50/day	
Wireless Microphone	\$100/day	

FAIRGROUNDS FEE SCHEDULE 215-A EFFECTIVE 2023 ~~4~~		
~~75' 16-channel Wire Snake~~	~~\$75/day~~	
~~Public Address Speakers with Stands~~	~~\$100/pair/day~~	
~~Refundable Damage/Cleaning Deposit~~	~~\$200~~	
MISCELLANEOUS EQUIPMENT	FEE	REFERENCE / COMMENTS
Interior Portable Stage	~~\$20~~ <u>25</u> /section/day	Ten (10) 4' x 8' sections available.
~~Off-Site~~ Round Table 60" Diameter	~~\$10~~ <u>20</u> /day	
~~Off-Site~~ Rectangular Table 8' in Length	~~\$10~~ <u>20</u> /day	
~~Dividers~~	~~\$5/each/day~~	
~~Off-Site~~ Chairs	~~\$2/each/day~~	
~~Tables and Chairs for 1-50 People~~	~~\$250/day~~	
~~Tables and Chairs for 51-100 People~~	~~\$500/day~~	
Picnic Tables	~~\$8~~ <u>20</u> /each/day	
Benches	~~\$6~~ <u>30</u> /each/day	
Bleachers		
Fairgrounds	~~\$50~~ <u>60</u> /event	
~~Off Fairgrounds~~	~~\$100/event~~	
~~Moving Fee (2 Staff Members)~~	~~\$75/hour~~	
~~Refundable Damage/Cleaning Deposit~~	~~\$300/event~~	
OVERNIGHT CAMPING	FEE	REFERENCE / COMMENTS
Utility Site (Clallam County Resident)	~~\$30~~ <u>35</u> /vehicle/site/night	Includes use of restrooms, showers, and garbage receptacles.
Utility Site (Non-County Resident)	~~\$34~~ <u>40</u> /vehicle/site/night	
Non-Utility Site (Clallam County Resident)	~~\$24~~ <u>25</u> /vehicle or tent site/night	
Non-Utility Site (Non-County Resident)	~~\$28~~ <u>35</u> /vehicle or tent site	
~~Non-Profit Youth Organization~~	~~\$2/person/night (RVs pay the utility rate)~~	
VEHICLE STORAGE	FEE	REFERENCE / COMMENTS
RVs/Trailers/Boats/Cars		Available starting September 1 and ending May 31 the following year, and is first come, first served.
Vehicle/Equipment under 10' tall	~~\$3.50~~ <u>4</u> /linear foot/month	
Vehicle/Equipment over 10' tall	~~\$4.00~~ <u>5</u> /linear foot/month Leasehold Excise Tax will be added to fees as appropriate ²	
MISCELLANEOUS	FEE	REFERENCE / COMMENTS

FAIRGROUNDS FEE SCHEDULE 215-A		
EFFECTIVE 202 ~~3~~ 4		
Additional County Staff Time	\$ ~~45~~ 70/hour	
Fair Grievance Fee	\$25	Fee refunded if Grievance is found in favor of Grievant.

¹ 50% off profit and private rental fees on all facilities when used by a 4-H or FFA sanctioned event.

² The current Leasehold Excise Tax Rate is 12.84% and is subject to change without notice. This tax pertains *only* to Vehicle Storage.

Clallam County Ordinance: Chapter 23.06: "The Department has the authority to negotiate special rental fee contracts and set fees for large special group gatherings or overnight rallies based on costs of facilities used, number of participants, and risk of the programs involved."

**Prices are subject to change **



AGENDA ITEM SUMMARY

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

2a
JAN 30 2024

Department: Public Works/Parks Departments

WORK SESSION ☒ **Meeting Date:** 01/22/24

REGULAR AGENDA ☒ **Meeting Date:** 01/30/24

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 101-24-001 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other Grant Application Authorization |

Documents exempt from public disclosure attached: ☐

Executive summary: Clallam County has been awarded a \$90,255 Local Parks Maintenance Grant from the state Recreational Conservation Office (RCO). State Fiscal Year (SFY) 23/24 (ends June 30, 2024) will fund up to \$53,255 for the purchase of a tractor with attachments (e.g., boom flail mower, rotary broom, bucket) to support trail corridor vegetation management, pavement maintenance (e.g., sweeping) and other maintenance work along the Olympic Discovery Trail (ODT). The County was also awarded \$37,000 to replace a failing roof, water damaged walls, and insulation to address needed repairs of the southwest campground restroom at the Salt Creek Recreation Area. The restroom repairs and maintenance grant funds will be funded in SFY 23/25 (July 1, 2024 - June 30, 2025) under a separate grant contract 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?** ☐

The grant application is for 100% of equipment purchase and restroom maintenance repairs. No match required.

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

Approve the attached RCO Grant Agreement for SFY 23/24 for the trail equipment purchase. The County authorized signer of the Agreement is the chair of the Board via Adobe Acrobat sign.

County Official signature & print name: Steve Gray Steve Gray

Name of Employee/Stakeholder attending meeting: Steve Gray

Relevant Departments: Public Works

Date submitted: January 17, 2024

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

Project Sponsor: Clallam County
Project Title: Trail Equipment & Salt Creek Restroom Repair

Project Number: 23-1760M
Approval Date: 11/30/2023

PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) for the project identified above (Project) is entered into between the State of Washington by and through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917, and Clallam County (Sponsor, and primary Sponsor), 223 E 4th St Ste 5, Port Angeles, WA 98362-3015, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Sponsor attests that prior to and during the Period of Performance, its Authorized Representative(s)/Agent(s) identified on the original signed Applicant Resolution/Authorization has full authority to legally bind the Sponsor(s) regarding all matters related to the Project, including but not limited to, full authority to: (1) sign the grant application for grant assistance, (2) enter into this Agreement, including indemnification, (3) enter into amendments to this Agreement. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, a Sponsor may change its Authorized Representative/Agent only by providing the RCO written notice of the change and identifying the new designee authorized to sign as Authorized Representative/Agent. Unless and until such written notice is provided to RCO, RCO shall recognize only the person initially identified as the Authorized Representative/Agent.
- B. RCO reserves the right at any time to request, and Sponsor has the obligation to provide authorizations and documents that demonstrate any signatory to this Agreement or an amendment has the authority to legally bind the Sponsor.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a Local Parks Maintenance Program grant is made from the General Fund State Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

DESCRIPTION OF PROJECT

Clallam County will use this grant funding to purchase trail maintenance equipment and to buy materials to repair a restroom building at Salt Creek Recreation Area. Trail maintenance equipment will include a tractor with attachments to carry out corridor maintenance along the regional Olympic Discovery Trail sections managed by Clallam County. Restroom repairs will address roof leaks and water damage so that the restroom can return to year-round availability. The primary recreational activity supported by this project is maintenance of outdoor recreation sites.

PERIOD OF PERFORMANCE

The period of performance begins on December 1, 2023 (project start date) and ends on June 30, 2024 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO has the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date

STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

LONG-TERM OBLIGATIONS

For this maintenance project, the Sponsor's ongoing obligations for the project area shall be for the period of performance of this Agreement. For equipment purchased as part of the project, the Sponsor's ongoing obligation shall comply with the Treatment of Equipment and Assets section and applicable RCO Manuals identified herein.

PROJECT FUNDING AND REIMBURSEMENT PERIOD(S)

The total grant award provided for this project shall not exceed \$53,255.00. The RCO shall not pay any amount beyond that approved for grant funding of the project.:

	Percentage	Dollar Amount	Source of Funding
Office - Local Parks Mnt Multi-Tier 1	100.00%	\$53,255.00	State
Total Project Cost	100.00%	\$53,255.00	

If this Grant Agreement's period of performance spans more than one state fiscal year (July 1st through June 30th), Sponsor's work performed in each fiscal year shall be reimbursed only with the funds available in that fiscal year. RCO shall not be obligated to reimburse work performed in one single fiscal year with funds from another fiscal year.

Grant funds that are not expended through a reimbursement request in one fiscal year (unused funds) shall not be carried over to the next fiscal year, and Sponsor has no right to these funds in the next fiscal year. Sponsor shall forfeit unspent grant funds, which shall remain with RCO unless otherwise made available as part of an amended Agreement.

RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement shall be effective unless set forth in writing and signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement, including any amendment thereto, is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purposes of this Agreement, the following RCO manuals are deemed applicable and are incorporated as terms of this Agreement:

- Local Parks Maintenance Grant - Manual 27
- Reimbursements - Manual 8

SPECIAL CONDITIONS

For cultural resources compliance purposes, the sponsor has certified that the scope of work included within this Project meets the conditions outlined in Manual 27 as a Multisite project that only includes Tier 1 activities, and that all maintenance activities do not include ground disturbing actions or involve work on a historic-era structures. The sponsor must adhere to the standard Inadvertent Discovery Protocols as outlined in this grant agreement.

None

AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Steve Gray
Public Works Deputy Director
223 E 4th St Ste 6
Port Angeles, WA 98362
steve.gray@clallamcountywa.gov

RCO Contact

Andrea Hood
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
andrea.hood@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change.

ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 23-1760, shall become effective and binding on the date signed by both the Sponsor's and the RCO's Authorized Representative/Agent, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed, and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

Clallam County

By: _____

Date: _____

Name (printed): _____

Title: _____

Approved as to form only by



Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

State of Washington Recreation and Conservation Office

By: _____

Date: _____

Megan Duffy
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _____

Date: 10/26/2023

Assistant Attorney General

Project Sponsor: Clallam County

Project Number: 23-1760M

Project Title: Trail Equipment & Salt Creek Restroom Repair

Approval Date: 11/30/2023

Eligible Scope Activities

ELIGIBLE SCOPE ACTIVITIES

Maintenance Metrics

Worksite #1, Salt Creek Recreation Area Restroom

Equipment

Purchase maintenance equipment

Equipment costing over \$5,000:

One tractor with loader

Purchase attachments for equipment

Describe the items being purchased:

Attachments may include broom, boom flail
mower, auger/bit, backhoe bucket

Recreational Facility Maintenance

Perform Recreational Facility Maintenance

Project Sponsor: Clallam County

Project Number: 23-1760M

Project Title: Trail Equipment & Salt Creek Restroom Repair

Approval Date: 11/30/2023

Project Milestones

PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Project Start	12/01/2023	
X	Cultural Resources Complete	12/31/2023	Signed Inadvertent Discovery Plan submitted to RCO
	Purchase Equipment	03/01/2024	
	Progress Report Due	03/15/2024	
	Annual Project Billing Due	03/31/2024	
	Agreement End Date	06/30/2024	
	Final Billing Due	08/15/2024	
	Final Report Due	08/15/2024	

Note: If the project is approved for and receives year two funding, RCO will amend the agreement and add new milestones for spending the new money.

Project Sponsor: Clallam County

Project Number: 23-1760M

Project Title: Trail Equipment & Salt Creek Restroom Repair

Approval Date: 11/30/2023

Standard Terms and Conditions of the Recreation and Conservation Office

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STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 12/26/2023.

CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the version current on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout the Agreement, the following terms shall have the meaning set forth below (Note: not all defined terms may be present in a particular Agreement):

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question, and who has submitted an application to RCO requesting grant funds.

application – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion – The status of a project when all the following have occurred:

- The grant funded project has been inspected by the RCO, if applicable
- The RCO has determined that the project has been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any amendments to the Agreement required by RCO have been executed by the Sponsor and RCO and have been delivered to RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

Cultural Resources – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

effective date – The date when the Agreement is signed by both the Sponsor's and the RCO's Authorized Representative/Agent, whichever is later.

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board, or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

maintenance project – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation.

maintenance and operation – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office – Means the Recreation and Conservation Office or RCO.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g., requesting and accepting reimbursements, submitting reports). A Primary Sponsor includes its officers, employees, agents and successors.

Project – The undertaking identified on the first page of the Agreement that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any amendments to the Agreement required by RCO have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

reimbursement – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach and consultation with one or more federally recognized tribes (or a partnership or coalition of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any request from such tribes and considering tribal recommendations for project implementation, which may include not proceeding with parts of the project, altering the project concept and design, relocating the project, or not implementing the project. Tribal consultation does not affect RCO's final approval authority for project proposals.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The Sponsor has sole responsibility to implement the project and for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed in accordance with the Agreement.

INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity (however denominated) arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable. Provided, however, that Sponsor is not required to defend or indemnify the State against and hold harmless the State from claims, demands or suits based upon the sole negligence of the State, its employees and/or agents for whom the State is vicariously liable. Provided, further, that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents, the Sponsor's indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, other taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement. In the event this Agreement is terminated as provided in this paragraph, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

COMPLIANCE WITH APPLICABLE LAW

In performing its obligations under the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility. Provided, however, that this restriction shall be based on an analysis of the use of the funds, not the identity or affiliation of the Sponsor.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction affecting wages and job safety. The Sponsor agrees, that when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- B. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any

work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

C. The Sponsor shall be provided and be bound by the RCO Inadvertent Discovery Plan, and:

- 1) Keep the IDP at the project site.
- 2) Make the IDP readily available to anyone working at the project site.
- 3) Discuss the IDP with staff and contractors working at the project site.
- 4) Implement the IDP when cultural resources or human remains are found at the project site.

D. Discovery

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
 - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
 - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost to RCO, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and/or federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State

from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

PROJECT FUNDING

- A. **State Operating Budget.** Grant funds for this Grant/Agreement derive from the State's Operating Budget. Sponsor shall comply with state rules that direct, and in some cases restrict, the use of such funds for work performed per this Agreement. Sponsor shall follow RCO's direction on what activities Sponsor performs per this Agreement because of Operating Budget rules and requirements.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement nor for activities that do not occur in the fiscal year in which funds are available unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

PROJECT REIMBURSEMENTS

Reimbursement Basis (also see PROJECT FUNDING AND REIMBURSEMENT PERIOD(S) section)

- A. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year and only for reimbursable activities occurring in the same fiscal year (July 1st through June 30th) or as identified in the milestones. Sponsors must refer to the PROJECT FUNDING AND REIMBURSEMENT PERIOD(S) section and the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements. Where conflicts exist between this Agreement and RCO Manual 8, this Agreement shall prevail.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete.

RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance, in addition to any other remedies available at law or in equity.

- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
- 1) The Sponsor's matching resources;
 - 2) The project's total cost;
 - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
 - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
- 1) Grant program laws, rules, and applicable manuals;
 - 2) Value of any service(s) furnished;
 - 3) Value of any opportunities furnished; and
 - 4) Prevailing range of public fees in the state for the activity involved.

PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
- 1) Publish a notice to the public requesting bids/proposals for the project;
 - 2) Specify in the notice the date for submittal of bids/proposals;
 - 3) Specify in the notice the general procedure and criteria for selection; and

- 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
- 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or as allowed by this Agreement and applicable RCO Manuals. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, 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, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted project sites on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
 - 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- B. **Control and Tenure.** At the request of RCO, the Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration, or maintenance. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- C. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013;

and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

- D. **Safety and Risk.** At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and
- G. Applicable Manuals;
- H. Applicable deed restrictions, and/or governing documents.

LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application is presumed to be material and to have been relied upon, and may be deemed a breach of this Agreement at RCO's sole discretion.

SPECIFIC PERFORMANCE

RCO may, at its sole discretion, enforce this Agreement by the remedy of specific performance, which means Sponsor's completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

TERMINATION AND SUSPENSION

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law

and regulations.

DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons; one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed, and they shall agree on a third person. This process shall be repeated until a three-person panel is established.

Any hearing under this section shall be informal, with the specific processes to be set by the disputes panel according to the nature and complexity of the issues involved. The process will be solely based on written material if the parties so request or if so directed by the disputes panel. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

END OF STANDARD TERMS AND CONDITIONS

This is the end of the Standard Terms and Conditions of the Agreement.



AGENDA ITEM SUMMARY

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

JAN 30 2024

Department: Public Works/Roads

WORK SESSION ☒ **Meeting Date: 01/22/2024**

REGULAR AGENDA ☒ **Meeting Date: 01/30/2024**

Required originals approved and attached? ☐
Will be provided on: 01/23/2024

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # <u>414-23-003</u> | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

An agreement between the County and PUD to remove/replace a water main in conjunction with the Sekiu Sewer Project.

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

County will be reimbursed for expenditures incurred for the water main removal/replacement

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

We recommend that the Commissioners review, approve and sign this agreement

County Official signature & print name: Joe Donisi Joe Donisi, P.E.

Name of Employee/Stakeholder attending meeting: Joe Donisi

Relevant Departments: Public Works

Date submitted: 1/17/2024

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

WATER MAIN REIMBURSEMENT AGREEMENT

414-23-003

THIS AGREEMENT is entered into on this _____ day of _____, 2024 between CLALLAM COUNTY, a political subdivision of the State of Washington (hereinafter the County), and PUBLIC UTILITY DISTRICT NO. 1 OF CLALLAM COUNTY, a municipal corporation (hereinafter the PUD).

RECITALS:

WHEREAS, the County is replacing sewer lines by contract in County Right of Way in Sekiu, WA; and

WHEREAS, the County is the lead agency for the construction of this project; and

WHEREAS, the PUD has established and abandoned water mains in portions of the construction area which are at the end of their useful life and which must be removed and/or replaced; and

WHEREAS, the water mains are located in County Right of Way; and

WHEREAS, to facilitate coordination of the work to be accomplished, the PUD has requested that the water main removal and/or replacement be included in the County contract for the sewer line replacement; and

WHEREAS, it is to the mutual benefit of the parties to this agreement that the work be performed under the County's contract, providing cost savings to the PUD, and to allow the County to safely perform and complete its sewer replacement project;

NOW, THEREFORE, pursuant to Chapter 39.34 of the Revised Code of Washington and in consideration of the mutual promises contained herein, the parties agree as follows:

1. This agreement does not establish any separate legal or administration entity
2. The period of performance shall commence on January 15, 2024 and be completed by December 31, 2024 unless terminated sooner as provided in this agreement or extended by amendment of this agreement.
3. The County, as the lead contracting agency, agrees to pay the contractor for costs associated with the removal and/or replacement of the existing water mains as requested by the PUD subject to reimbursement by the PUD as set forth in Item 5 below. The cost is estimated at \$170,047.29 including tax.

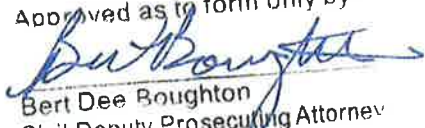
4. Each party shall absorb and pay for its own engineering, administrative, and inspection costs associated with this project.
5. The PUD agrees to reimburse the County for the costs associated with the removal and/or replacement of the existing water mains installed on County rights-of-way.
6. The County shall keep accurate records of the actual costs associated with the removal and/or replacement of the existing water mains.
7. The County shall bill the PUD monthly and after completion of the water line work.
8. Upon completion of the project and after final payment has been made, the water main will be the property of the PUD, and the sewer will be the property of the County.
9. The PUD's obligations in this agreement extend to reimbursement of the costs of the work described herein only. The PUD shall not assume any liability for the quality, adequacy, or performance of the work, and should claim be made against the PUD in any way arising from the work, the County shall fully indemnify and defend the PUD against such claim.
10. This agreement will be administered jointly by the County and the PUD pursuant to RCW 39.34.030(4)
11. This agreement may be terminated by either party for any reason upon 30 calendar days' written notification to the other party.

PUBLIC UTILITY DISTRICT NO. 1
OF CLALLAM COUNTY

CLALLAM COUNTY

Sean Worthington
General Manager

Mike French
Chair, Clallam County Commissioners

Approved as to form only by

Bert Dee Boughton
Civil Deputy Prosecuting Attorney
Clallam County

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AGENDA ITEM SUMMARY

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

JAN 30 2024

Department: Sheriff

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

REGULAR AGENDA ☒ **Meeting Date: 1/30/24**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The real property located at 4308/4312 Nicholas Rd in Port Angeles WA, also known in the Clallam County records as Assessor's Parcel Number 0630095900900 and Property ID Number 64326, was declared surplus and a real estate broker services utilized to list the property for sale. Executive Sessions were held to accept a bid and authorize Sheriff King to further negotiate a sale price within an approved range. A sales agreement within the approved range was accepted by Sheriff King on 1/17/24, moving the sale into closing arrangements.

Budgetary impact:

Sale revenue must be utilized for law enforcement purposes by the task force that seized the property as per RCW 69.50.505. After recouping sale-related costs and remitting the required 10% to the state, the remainder will rest in the fund balance for future use.

Recommended action:

Board approval of the Resolution Authorizing Sheriff King as signatory on sale closing documents.

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

Name of Employee/Stakeholder attending meeting: Sheriff King

Relevant Departments: Sheriff's Office

Date submitted: 1/18/24

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



RESOLUTION _____, 2024

AUTHORIZING SHERIFF BRIAN KING TO SIGN CLOSING DOCUMENTS FOR THE SALE
OF THE COUNTY PROPERTY LOCATED AT 4308/4312 NICHOLAS ROAD, PORT
ANGELES, WA

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County owns the real property located at 4308/4312 Nicholas Rd in Port Angeles WA, also known in the Clallam County records as Assessor's Parcel Number 0630095900900 and Property ID Number 64326
2. The County declared the property surplus and resolved to utilize the services of a real estate broker to sell the property.
3. Upon receiving a purchase bid, the Board of Clallam County Commissioners (BOCC) met in Executive session on two occasions to discuss the sale specifics, and authorized Sheriff Brian King to negotiate the sale price within a discussed range.
4. Sheriff King negotiated and accepted an agreement to sell within the approved price range.
5. Olympic Peninsula Title Company will be handling the closing of the real estate transaction.

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

1. Sheriff Brian King is authorized to sign closing documents with Olympic Peninsula Title Company for the sale of the County property located at 4308/4312 Nicholas Rd, Port Angeles, WA under Tax Parcel No. 0630095900900

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, Clerk of the Board

Mark Ozias



AGENDA ITEM SUMMARY

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

JAN 30 2024

Department: Treasurer

WORK SESSION ☒ Meeting Date: 1/22/2024

REGULAR AGENDA ☒ Meeting Date: 1/30/2024

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

RCW 84.56.240 states: "If the county treasurer is unable, for the want of goods or chattels whereupon to levy, to collect by distress or otherwise, the taxes, or any part thereof, which may have been assessed upon the personal property of any person or corporation, or an executor or administrator, guardian, receiver, accounting officer, agent or factor, the treasurer shall file with the county legislative authority, on the first day of February following, a list of such taxes, with an affidavit of the treasurer or of the deputy treasurer entrusted with the collection of the taxes, stating that the treasurer had made diligent search and inquiry for goods and chattels wherewith to make such taxes, and was unable to make or collect the same. The county legislative authority shall cancel such taxes as the county legislative authority is satisfied cannot be collected."

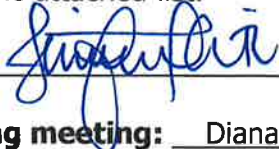
As indicated in the attached affidavit, the Treasurer's office has diligently sought to collect the taxes reflected in the attached list.

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?** ☐

All these taxes were due in prior years and cancelling them does not impact the current year budget.

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

That the BOCC cancel the taxes reflected on the attached list.

County Official signature & print name:  Jennifer L. White, Treasurer

Name of Employee/Stakeholder attending meeting: Diana King, Deputy Treasurer

Relevant Departments: Treasurer

Date submitted: January 17, 2024

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

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

January 2024

Clallam County Treasurer's Office requests that the following Personal Property Taxes be cancelled:

Tax Year	PID	Name	Base Amount	Taxing District	Type	Reason for Cancellation
2022	78623	European Autowerks LLC	\$238.10	020	COMM	Business closed in 2021. Unable to locate personal property. Attempts to contact taxpayer and collect have been unsuccessful.
		Total: \$238.10		Collection fees, penalty and interest - NOT INCLUDED		

**Clallam County Treasurer's Office
Diana King - Fiscal Specialist III -Personal Property
223 East First Street, Suite 3
Port Angeles, WA 98362
(360) 417-2247**



CLALLAM COUNTY TREASURER

Jennifer L. White, Treasurer

223 E. 4th St., Suite 3

Port Angeles, WA 98362

(360) 417-2344

www.clallamcountywa.gov

AFFIDAVIT OF UNCOLLECTIBLE PERSONAL PROPERTY TAXES

I hereby declare as follows:

1. I am the Deputy Treasurer entrusted with the collection of personal property taxes.
2. The Treasurer's office has made diligent search and inquiry for goods and chattels wherewith to make such personal property taxes as outlined in the attached list, consisting of the following:
 - The personal property which is the basis for the taxes cannot be located, and;
 - Multiple letters and notices were sent; and
 - The taxes were incurred by a corporate or limited liability entity, which is now inactive, or
 - The taxes were incurred by a sole proprietor, who cannot be located, or who has moved out of state, and/or who has no real property against which to attach a lien, or
 - The cost to collect is starting to exceed the amount owed.
3. Despite such diligent efforts, the Treasurer's office has been unable to make or collect the same.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated January 10, 2024.

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

Diana King, Deputy Treasurer



RESOLUTION _____, 2024

CANCELING UNCOLLECTIBLE PERSONAL PROPERTY TAXES

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to the requirement of RCW 84.56.240, the Treasurer submitted a list of personal property taxes the Treasurer's Office has been unable to collect, together with an affidavit of the Deputy Treasurer outlining the diligent efforts that were made to collect the same.
2. Based on the information provided, the Board of County Commissioners is satisfied that the personal property taxes included in the submitted list cannot be collected.
3. The Board of County Commissioners is further satisfied that Jennifer L White is diligently and aggressively pursuing the collection of personal property taxes, and specifically finds that she is not willfully refusing or neglecting to collect personal property taxes.
4. Pursuant to RCW 84.56.240, the county legislative authority shall cancel such taxes as the county legislative authority is satisfied cannot be collected.

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

1. That Jennifer L White is diligently and aggressively pursuing the collection of personal property taxes.
2. That the personal property taxes outlined in the attached list is canceled as uncollectible.

PASSED AND ADOPTED this _____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias,

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mike French



AGENDA ITEM SUMMARY

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

3C
JAN 30 2024

Department: Parks, Fair, & Facilities

WORK SESSION ☒ Meeting Date: 1.22.2024

REGULAR AGENDA ☒ Meeting Date: 1.30.2024

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

Item Summary:

- | | | |
|---|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other: Parks Advisory Board Bylaws Update |

Documents exempt from public disclosure are attached: ☐

Executive summary:

Three Updates to the Parks Advisory Board Bylaws.

1. Section 3- Updated C.C.C. 23.01.050. Supervision.

2. Section 4.11 Order of Business.

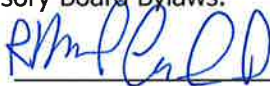
3. Section 6.03 Organizational Chart

Amended Bylaws have been reviewed and approved by the Prosecuting Attorney's Office.

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 approve of changes to the Parks Advisory Board Bylaws.

County Official signature & print name:  Don Crawford, Director

Name of Employee/Stakeholder attending meeting:

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

Date submitted: 1-17-24

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda item summary- Park Advisory Board Bylaw Update 1.22.2024
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

SECTION 1

DEFINITION OF TERMS

This table of term definitions is intended to explain terms used in subsequent sections. They are meant to be somewhat generic so that as jobs change in title, the Policy Manual does not need to be changed each time.

1. "Board" means Clallam County Parks and Recreation Advisory Board as established and appointed by the BOCC and granted certain authority by them to advise the BOCC on matters related to the County Parks System.
2. "BOCC" means Board of Clallam County Commissioners
3. "County Park System" means the Clallam County Parks as owned and managed by the County as County Parks.
4. "Director" means the position of department head, who by organizational chain of command is the chief administrator of the "Parks Department" facilities, activities, and properties.
5. "Department" means the Parks, Fair & Facilities Department established by the BOCC to manage and operate the Clallam County Parks along with their facilities, programs, and properties. This also includes the Fairgrounds and County Facilities used by the Parks, Fair & Facilities Department.
6. "New Park and Recreation Facility" means a new park and recreation facility that provides the space necessary to accommodate a new recreational activity built and open for public use at a County Park. This does not include infrastructure to accommodate existing or future uses to handle parking, access, restrooms, safety, and security including park housing and park host services, maintenance facilities, and facility utilities.
7. "Park Manager" means the individual responsible for the management and supervision of the operations and activities in a specific regional park facility. The actual title for the parks' position may be Park Manager or Resident Ranger. This term does not include the Seasonal Ranger who is usually an employee supervised by a Park Manager.
8. "Parks Master Plan" means the Clallam County Comprehensive Park and Recreation Master Plan as adopted by the Park Board and Board of County Commissioners
9. "Clerk of The Board" means the Department Representative assigned, typically the Administrative Specialist.

SECTION 2

STATE ENABLING LEGISLATION

"RCW 36.68.090: Counties authorized to build, improve, operate and maintain, etc., parks, playgrounds, gymnasiums, swimming pools, beaches, stadiums, golf courses, etc., and other recreational facilities - Regulation - Charges for use.

Any county, acting through its board of county commissioners, is empowered to build, construct, care for, control, supervise, improve, operate and maintain parks, playgrounds, gymnasiums, swimming pools, field houses, bathing beaches, stadiums, golf courses, automobile race tracks and drag strips, coliseums for the display of spectator sports, public campgrounds, boat ramps and launching sites, public hunting and fishing areas, arboretums, bicycle and bridle paths, and other recreational facilities, and to that end may make, promulgate and enforce such rules and regulations regarding the use thereof, and make such charges for the use thereof, as may be deemed by said board to be reasonable.

SECTION 3

COUNTY PARK AND RECREATION ADVISORY BOARD AUTHORITY

CLALLAM COUNTY CODE

Chapter 23.01

Parks Board

Sections:

23.01.010	Creation of Park and Recreation Advisory Board
23.01.020	Terms of Members
23.01.030	Powers of Board
23.01.040	Removal of Members
23.01.050	Supervision

C.C.C. 23.01.010. Creation of Park and Recreation Advisory Board. There is hereby created a Park and Recreation Advisory Board of Clallam County, Washington, to assist the County in the delivery of park and recreation services to its residents and visitors. Such board shall consist of seven (7) members, who shall be appointed by the Board of County Commissioners to serve without compensation.

C.C.C. 23.01.020. Terms of Members. For the appointive positions on the County Park and Recreation Board the initial terms shall be two (2) years for two (2) positions, four (4) years for two (2) positions, and six (6) years for the remaining positions plus the period in each instance to the next following June 30th; thereafter the term for each appointive position shall be six (6) years and shall end on June 30th.

C.C.C. 23.01.030. Powers of Board. The County Park and Recreation Advisory Board shall:

1. Elect its officers, including a chairman, and vice chairman, and such other officers as it may determine it requires. The Secretary will be the Department Administrative Specialist.
2. Hold public meetings as deemed necessary and keep written records.
3. Advise and assist the Director of Parks, Fair & Facilities and the County in the promulgation of reasonable rules and regulations deemed necessary for operation of county parks and other recreational facilities and recommend to the Board of County Commissioners adoption of any rules, fees and regulations requiring enforcement by legal process.
4. Advise and assist the Director of Parks, Fair & Facilities and the County in developing and recommending policies and procedures for department operations.
5. Advise and assist the Director of Parks, Fair & Facilities and the County in developing park and recreation goals and objectives and short and long range comprehensive plans.
6. Assist the Director of Parks, Fair & Facilities and the County in their relations with other county-wide organizations and individuals concerning promotion of county park and recreation facilities and services.
7. When a new Director of Parks, Fair & Facilities is hired, have a Board member involved in the selection process who shall participate in the review of applications and the interviews of the candidates including, but not limited to, participation in the review of applicants, interviews of candidates, and the recommendation to the county.

C.C.C. 23.01.040. Removal of Members. Any appointed County Park and Recreation Advisory Board member may be removed by a majority vote of the Board of County Commissioners for cause. Vacancies on the County Park and Recreation Advisory Board shall be filled by appointment made by the Board of County Commissioners for the unexpired portions of the terms vacated.

C.C.C. 23.01.050. Supervision. The County Park and Recreation Advisory Board shall operate under the direction and supervision of the Board of County Commissioners through its administrator and Director of Parks, Fair & Facilities.

SOURCE:	Ordinance B, 1946	ADOPTED:	04/25/46
AMENDED SOURCE:	Ordinance 149, 1981	ADOPTED:	09/22/81
	Ordinance 405, 1990		12/04/90
	Ordinance 963	ADOPTED:	8/18/2020
	<u>Ordinance 1001</u>		<u>8/8/2023</u>

SECTION 4

BY-LAWS AND BOARD OPERATIONS

SECTION 4.01

OFFICERS

The officers of the Board shall be a chairperson and vice-chairperson. The vice chairperson shall serve in the absence of the chairperson. In the absence of both the chairperson and vice chairperson, the members present at such meeting shall elect a temporary chairman.

The Staff Support person designated by the Department shall be the Administrative Specialist and serve as Clerk of the Board.

The terms of office for chairperson and vice chairperson shall be for one year from January 1 through December 31; for chairperson pro tempore only for the meeting at which he/she is appointed.

The chairperson is the chief executive of the Board. He/she has all the powers and duties usually incident to such office and is responsible to appoint committees and to conduct the business of the Board between regular meetings. The chairperson shall retain full right and responsibility of partaking in all deliberations and voting for good and sufficient reason. However, he/she does not have the right of casting an additional deciding vote.

Nominations for officers shall be made orally at the regular November Board meeting, or as soon thereafter as feasible. Election shall be by majority vote between Quorum Board Members.

SECTION 4.02

MEETINGS

Regular meeting of the Board shall be held at a place and time determined by majority vote of the Board or as determined by the Department when room availability dictates a change of venue.

In the event of the lack of a quorum at a regular or recessed meeting, the chairperson or vice chairperson or chairperson pro tempore, in that order, shall adjourn the meeting to another day, and it shall be a standing order that absentee members be advised of the determination to hold such recessed meetings.

Special meeting may be called:

1. By action of the Board at a regular or recessed meeting to another day.
2. By order of the chairperson or, in his/her absence, by the vice chairperson.
3. By the written request of three or more members of the Board.

4. By request of the Director.

Written, Electronic or Telephone notice for special meeting shall be provided to members of the Board.

SECTION 4.03

MINUTES AND RECORDS

Minutes of all official meetings shall be kept and made part of a permanent public record. The Clerk of the Board is responsible for recording the meeting minutes and filing completed minutes properly.

The official minutes of the Board approved by motion shall be kept in a safe place in the Park Office and shall be made available to any citizen desiring to examine them during the hours when the office is open or made available as part of a public information request. Approved minutes shall be placed on the parks website for public viewing as another convenience, after they are approved by quorum vote at the regular scheduled board meeting.

Not later than three (3) days prior to the meeting of the Board, each member shall receive a complete copy of the minutes of the previous meeting, including copies of any motions referred to therein.

SECTION 4.04

MOTIONS

Motions considered by the Board shall constitute a part of the minutes of the meeting which such motion was considered, provided that the text of any such motion may be considered as being contained in the minutes when such minutes make a proper identifying reference to such motion.

All motions shall be clearly identified by nature of subject matter and by date, so as to be clearly identifiable by reference.

SECTION 4.05

QUORUM VOTING

A majority of the entire membership constitutes a quorum for the conduct of regular business (attendance of four members).

Voting is by "ayes" and "nays" except where the members may require a ballot or roll call vote.

Members shall disqualify themselves from voting on any matter which may involve a conflict with their business interests; and may abstain from voting for good and sufficient reasons which shall be announced to the meeting upon call of any member. This is an advisory board, so conflict of interest shall be considered based on the advisory role. At any meeting where there is

less than a quorum, the members present shall have authority to establish a date for an adjourned meeting. By-laws may be amended by vote of two-thirds of the membership (five members).

SECTION 4.06

AGENDA AND STAFF REPORTS

A copy of the agenda for every meeting of the Board shall be provided each member not less than three (3) days prior to the date of the meeting at which such agenda is to be considered.

The Director shall prepare the agenda. Board members may submit agenda items to the Director 10 days prior to meeting for consideration and inclusion on the agenda.

Members of the public may request an item be placed on a Board agenda and this request will be presented to the Board for consideration of placement on the next regular meeting agenda. If the Board approves, staff will add the item to the next meeting's agenda.

SECTION 4.07

PUBLIC INPUT MEETINGS

Public input meetings held by the Board are at the discretion of the Board. Since this is an advisory board, any legal public hearings required by law must be conducted by the BOCC. The Board may hold the public input meeting if they feel the input shall be beneficial to the actionable issue.

A public input meeting before the Board which, for any reason cannot be completed at the time and place originally advertised may be recessed to a later date and the announcement at such recessed meeting and the time and place of such recessed meeting shall constitute a sufficient notice to all parties concerned.

SECTION 4.08

VISITOR PARTICIPATION AT BOARD MEETINGS

The Board meets and acts as a public advisory body and citizens are welcome to attend Board meetings. Individuals or groups wishing to be heard may follow these procedures:

1. Correspondence or public input on agenda items may be presented to the Board under that item on the agenda.
2. Visitors may comment on non-agenda items under that agenda item. Those wishing to comment should stand and identify themselves and comments should be directed to the Board as a whole. Time may be limited by the chairperson.

SECTION 4.09

COMMITTEES

From time to time the Board may establish standing or advisory committees for the purpose of assisting the Board in carrying out its responsibilities as well as obtain the broadest possible community involvement and representation.

SECTION 4.10

REMOVAL OF BOARD MEMBERS

The Board may by a majority vote of its members submit a recommendation of removal to the BOCC for any Board member who misses three consecutive meetings not due to sickness or health or who misses 50% or more of the Board meetings in a calendar year.

SECTION 4.11

ORDER OF BUSINESS

- A. Call to order
- B. Roll call
- C. Determination of quorum
- D. Public comment on agenda items
- D.E. Disposition of minutes
- E.F. Correspondence received
- F.G. Unfinished business
- G.H. Committee reports
- H.I. New business
- I.J. Staff reports
- J.K. Public comments on non-agenda items
- K.L. Adjournment

SECTION 5

BOARD MEMBER RELATIONS

An Effective Board Member Should:

1. Be concerned with the importance of parks and recreational activities.
2. Be willing and able to devote time and energy to Board endeavors.
3. Be willing and able to make decisions in a group setting and be loyal to the democratic process and accept the will of the majority.
4. Be able to understand how groups function and be an open-minded listener treating others fairly and ethically.
5. Be able to weather criticism yet maintain firm convictions.
6. Be willing to take sides on controversy and be courageous when at the point of conflict.

Board Members Relationship as an Individual:

1. Subordinate their personal interests for the good of the Board.
2. Accept and support majority decisions of the Board.
3. Identify problems but suspend judgment until facts are available.
4. Look creatively for alternate solutions to problems.
5. Express their opinions and let others express theirs openly.
6. Dedicate quality time to board meetings and departmental tasks

Board Members Relationship with the Director:

1. Work as a team with the Director to promote park and recreation facilities and programs throughout the county.
2. Call upon the Director for information, direction or to bring up an issue or concern.

SECTION 6

ORGANIZATIONAL CHART

SECTION 6.01

PURPOSE

To provide an overview of the chain of command within the park system.

SECTION 6.02

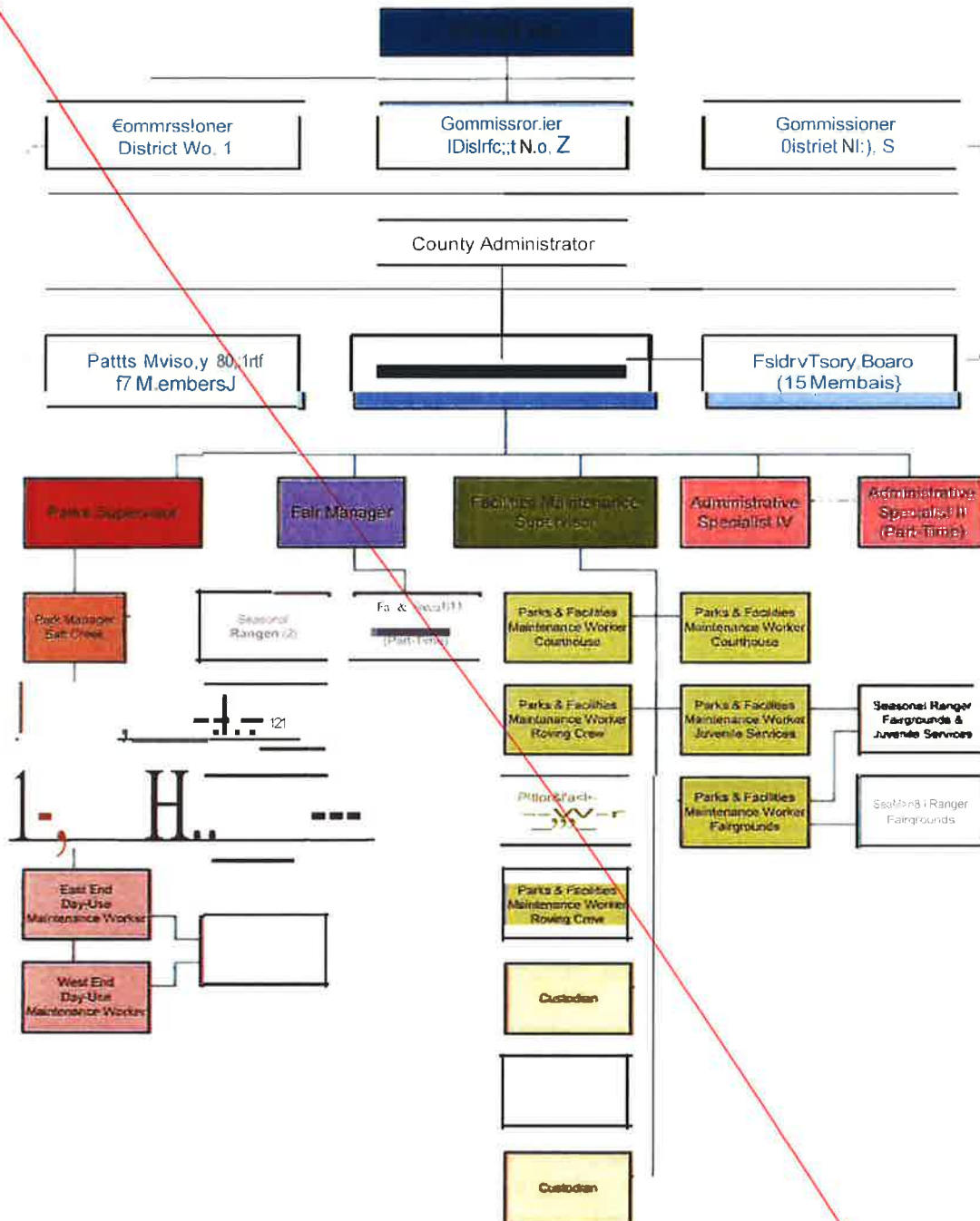
POLICY

The Director shall have available to the public an organizational chart which shall be updated as conditions change. The chart shall reflect the organization as it exists.

[illegible]

SECTION 6.03

ORGANIZATIONAL CHART



**CLALLAM COUNTY
PARKS, FAIR & FACILITIES DEPARTMENT
ORGANIZATIONAL CHART
JANUARY 2020**

SECTION 7
BOARD GOALS AND OBJECTIVES

SECTION 7.01
CONCEPTS OF RECREATION

SECTION 7.01.010
CONCEPTS OF PUBLIC INTEREST IN RECREATION

Resolved: That in order to lay the foundation for a sound public recreation plan for Clallam County, the Board hereby adopts the following concepts of public interest in recreation:

1. In order to be and to remain a useful healthy member of society, every individual needs some form of recreation. Among the ways which recreational needs may be satisfied are the following:
 - a. Through opportunities for out-of-doors living, camping, hiking, fishing, boating, nature study, safe recreational shooting, and the like.
 - b. Participation in unsupervised or supervised play, recreation, fitness, and sports activities.
 - c. Through special opportunities for recreation for persons with special needs. County parks, to the extent possible, will be made accessible to persons with disabilities with the intent of meeting the provisions of the American Disabilities Act (ADA). It is understood that in some circumstances meeting ADA requirements will not be possible.
 - d. By membership and participation in social clubs, or interest groups.
 - e. By utilizing craft or art skills, hobbies or games requiring skill.
 - f. Through participation in various cultural activities or performing arts.

Every county resident has need of some or all of these kinds of recreational opportunities at various times and in varying amounts.

2. In order to provide every citizen of the County with the opportunity to satisfy his/her recreational needs, public agencies such as the County should supply those facilities and services which are impossible or difficult for most individuals or small groups of people to provide for themselves, in terms of:
 - a. A nearly equal variety of alternative choices in the use of leisure time.
 - b. Easily accessible and usable open space waterfront, beach access areas, and park and recreation facilities.

- c. Special facilities such as play areas, swimming facilities, boat launches, hiking trails, recreational facilities, sports fields, fitness facilities, shooting ranges, golf courses, and the like.
- d. Services, primarily leadership.

SECTION 7.01.020

GENERAL PURPOSES

The purpose of the Board is to maximize park and recreational opportunities and thereby improve the quality of life for all residents of the County.

SECTION 7.02

BOARD GOALS AND OBJECTIVES

1. To adopt, support and communicate the philosophy that recreation means any activity, voluntarily engaged in, which contributes to the refreshment, enjoyment, education or entertainment of the individual and which contributes to a sense of self-worth.
2. To provide a variety of recreation opportunities for all citizens regardless of age, sex, race, or economic status.
3. To maintain awareness of environmental concerns in the development and use of public lands and in the implementation of programs.
4. To develop and maintain a statement of goals and objectives which is understood by the members of the Board, advisory councils, and staff and communicated to the community and governmental leaders. The statement should be ever changing and a reflection of the community's highest ideals.
5. To establish and maintain written policies, practices and procedures that enable maximum opportunity for use and enjoyment of services.
6. To be responsive to the park and recreational needs and desires of individuals and groups; and to actively seek citizen input in the operation of the Board. To create awareness through involvement.
7. To attempt to acquire and preserve in the public domain unique geographical areas.
8. To create and maintain facilities aesthetically pleasing and provide open space for human needs.
9. To conduct and communicate Board business in a responsible manner.
10. To foster innovation by encouraging the Board, advisory councils and staff to search for new and more effective ways of improving the board's operation.

11. To keep abreast of trends and changes that affects the level of service and utilizes that information to increase contributions to the quality of life.
12. To develop and maintain effective leadership at the appointed, professional and volunteer levels.
13. To maintain an awareness of the political process and to participate in the development of legislation and/or other governmental regulations which affect the Board's ability to meet its service responsibilities.
14. To support and participate in professional and governmental organizations which are in the interest of parks and recreation.
15. To coordinate, cooperate, assist, support and otherwise interact with private and public entities so as to maximize recreational opportunities in Clallam County.
16. To take full and prompt advantage of potential economies and to aggressively seek new ways to finance operating expenses.

SECTION 8

PLANNING, ACQUISITION, AND DEVELOPMENT

SECTION 8.01

COMPREHENSIVE PLANNING

SECTION 8.01.010

PURPOSE

To set forth policies and procedures requiring long range departmental planning as an important management tool.

SECTION 8.01.020

POLICY

The Board shall develop a long range Parks Master Plan and review the existing plans each year for the purpose of updating the information and keeping the plan current.

After the Board approves the plan, it shall pass it on as a recommendation to the BOCC who shall adopt it by resolution or other mechanism of their choosing.

The plan may be drafted by the Director, Board or consulting services depending on the finances and capabilities of the staff available at the time.

SECTION 8.01.021

COUNTY PARK AND RECREATION MASTER PLAN UPDATES

Policy 461

PURPOSE

The purpose of this policy is to establish a clear process to be followed by the Park Board, Board of County Commissioners, and staff when amending or updating the Clallam County Comprehensive Park and Recreation Master Plan.

AMENDING OR UPDATING THE PARKS MASTER PLAN

PROCEDURE

A new acquisition or new facility may be added to the Parks Master Plan using the procedures contained in Clallam County Policies 462 or 463.

Once per year, the Park Board may consider amending the Parks Master Plan and updating the information in it, as they deem necessary.

Annually, staff will prepare information and recommendations for amending or updating the Parks Master Plan and present it to the Park Board for consideration. This update may include changing financial reports or updating cost estimates, reporting on components of the plan that have been completed; or recommending changes to the Plan.

Proposed amendments or updates to the Parks Master Plan shall be included on the Park Board agenda. Public input will be allowed on the agenda item prior to taking action.

If the Park Board approves an amendment or update to the Parks Master Plan, they will submit a recommendation to the BOCC for their consideration.

Amendments and updates to the Parks Master Plan will be by Resolution of the BOCC following a public hearing.

PROCEDURE FOR REMOVING A PROPOSED FACILITY, USE OR ACQUISITION FROM THE PLAN

The Park Board may request that the BOCC consider amending the Parks Master Plan to remove a specific item.

A citizen may submit a request in writing to the BOCC to delete a proposed development, use, or acquisition from the approved Plan if it hasn't been permitted and approved for construction or acquisition.

The BOCC will review the citizen request at a work session and determine how they would like to proceed.

CONSIDERATION AND APPROVAL OF A NEW 10-YEAR PARKS MASTER PLAN

PROCEDURE

Upon the expiration of the existing 10 year Parks Master Plan, the Park Board will prepare and approve a new plan covering the next 10 year period.

Staff will prepare a draft Parks Master Plan, if feasible, or ask the Park Board to consider hiring a consultant to prepare the draft if funding is available.

Once the draft Parks Master Plan is complete, the Park Board will schedule public meetings or use other methods to collect input. Examples include hosting meetings in the east, central, and west areas of the County and/or posting the proposed plan on the Internet with a comment response form.

After receiving input on the draft Plan the Park Board will consider changes to the Plan or amend it prior to producing a final draft.

The Park Board will make the final draft plan available to the public and schedule a time their meeting to take input.

The Park Board will take action on the proposed Final Draft Parks Master Plan and present their recommendations to the BOCC for their consideration in a work session.

The BOCC will give consideration and may schedule a hearing prior to adopting the recommendations by Resolution.

SECTION 8.01.030

GUIDELINES

A thorough Parks Master Plan will assess current strengths and weaknesses of a park system to permit maximum use of facilities, provide direction for future development and capital expenditures, and establish a program for implementation. The planning process flows logically from identifying goals and analyzing existing facilities and citizen input, to determine demand/need and potential, to the development of an action program which will satisfy the goals and objectives of the community.

The completed Parks Master Plan will serve as a guide - one that will provide direction and justify the need for acquisition, development, and renovation. Most importantly, the plan provides direction for orderly growth of the local parks and recreation system, where each action is a component of the overall Parks Master Plan sensitive to the need of a dynamic community.

A Parks Master Plan may be required as a part of the County's overall Comprehensive Plan and for eligibility for grant-in-aid programs, such as the Outdoor Recreation Grant Program of the Recreation and Conservation Office (RCO).

Public participation in the planning process is important in the identification and analysis of the recreation demand of the community.

County Policies 461, 462, and 463 define the processes of amending the Parks Master Plan, park acquisitions, and park and recreation development.

SECTION 8.02

INTERAGENCY AND INTRADEPARTMENTAL COOPERATION

The Department shall actively strive for intradepartmental cooperation in all aspects countywide business in addition to the departmental tasks of parks and recreation planning, park development financing, staffing, maintenance and programming activities.

Because of our countywide base, the Department and its staff shall facilitate cooperative efforts and endeavor to maintain effective communication with other agencies, i.e., United States Fish and Wildlife Service, National Park Service, Washington Department of Fish and Wildlife, National Forest Service, Washington State Parks, Washington Department of Natural Resources, city parks, park districts, etc.

SECTION 8.03

LAND ACQUISITION

SECTION 8.03.010

PURPOSE

To set forth the procedures which the Board shall follow prior to making recommendations to the BOCC to acquire properties for public recreation use.

SECTION 8.03.020

POLICY

County Policies 462, and 463 outline the process of acquiring and developing park land.

SECTION 8.03.021

COUNTY PARK ACQUISITION AND NEW PARK AND RECREATION FACILITY DEVELOPMENT (for Projects in the Parks Master Plan)

Policy 462

PURPOSE

The purpose of this policy is to establish a clear procedure for park acquisition or new park and recreation facility development, as is included in the Parks Master Plan.

ACQUISITIONS

PROCEDURES

Once a park acquisition is approved in the Parks Master Plan, it can be moved forward by direction of the BOCC as a priority or the BOCC can ask the Park Board to provide a recommendation as to what their priority would be and direct staff accordingly.

The Park Board or County Staff can include the acquisition in the department's annual budget request to the BOCC as determined by the County each fiscal year.

If the Park Board or County Staff decides to move forward with an acquisition that is not included in the annual budget, it will bring it to the BOCC for discussion and direction.

For acquisitions not listed on the Parks Master Plan, refer to Policy 463.

Once an acquisition is approved by the BOCC as a priority, staff will follow the appropriate processes, which may be different depending on the funding source used such as state or federal grant funds or County funds.

Appropriate laws and acquisition procedures as established for Counties will guide the acquisition process until the BOCC completes the final purchase and sales offer and signs the closing documents.

NEW FACILITY DEVELOPMENT

PROCEDURES

Once a new park and recreation facility is approved in the Parks Master Plan, it can be moved forward by direction of the BOCC as a priority or the BOCC can ask the Park Board to provide a recommendation as to what their priority would be and direct staff accordingly.

The Park Board or County Staff can include it in the department's annual budget request to the BOCC as determined by the County each fiscal year.

If the Park Board or County staff feels it is necessary to act on a new facility that is not included or approved in the annual budget it will bring the issue to the BOCC for discussion and direction.

Once the new facility is determined to be a priority of the BOCC for staff to pursue, or it is approved and included in the annual budget, County Staff will follow the appropriate laws, regulations, permit processes, bidding and other regulations to carrying out the planning and construction of the new facility.

DISCLAIMER

Nothing in this policy pertains to facility repairs, maintenance projects or other development or improvement projects listed in the annual budget, or those that do not meet the definition of New Park and Recreation Facility.

SECTION 8.03.022

COUNTY PARK ACQUISITION AND NEW PARK AND RECREATION FACILITY DEVELOPMENT (for Projects not in the Parks Master Plan)

Policy 463

PURPOSE

The purpose of this policy is to establish clear procedures to approach, consider, and respond to requests for County Park Acquisitions and New County Park and Recreational Facilities to be added to the County Parks System not already approved by the Park Board and BOCC in the Parks Master Plan.

This policy is intended to:

1. Provide a systematic approach to assure requests for County Park Acquisitions and New Park and Recreation facilities proposed to be added to the County Park System receive an opportunity for public input and BOCC consideration.
2. Assure that citizens, organizations, Commissioners, Park Board, and County Staff have an opportunity to propose new park and recreational facilities and land acquisitions for Public Park and Recreational Use.
3. Assure that the County provides opportunities for public comment on proposals through a variety of methods.

Provide guidance to the Park Board, County Staff, and BOCC concerning the process to follow when receiving a request for a park acquisition or additional new park and recreation facilities not already approved in the Parks Master Plan.

REQUESTING CONSIDERATION OF A NEW COUNTY PARK AND RECREATION FACILITY OR PARK LAND ACQUISITION NOT IN THE PARKS MASTER PLAN

CITIZEN REQUEST

A member(s) of the public, group, or organization may request the County consider a specific park land acquisition or new park and recreation facility be added to the County Park System.

A written request to be placed on the Park Board's agenda shall be submitted to the County Parks and Facilities office not less than 20 days prior to the next regularly scheduled Park Board

meeting. County Staff may ask for additional information prior to placing the request on the Park Board's agenda.

The County staff will place the request on the Park Board's agenda to include any written information provided by the proponents.

The proponent(s) will be given an opportunity to present the request to the Park Board once it is scheduled on the agenda so that it becomes advertised.

PARK BOARD MEMBER OR COUNTY STAFF REQUEST

The Park Board Member or County Staff shall prepare a report and request the item be placed on the Park Board's agenda for consideration.

The request may include recommendations made during the Parks Master Plan process and updates or the overall County Comprehensive Plan process as appropriate. This will normally include Park Board involvement, additional public input, and eventual BOCC consideration and action.

COUNTY ADMINISTRATOR REQUEST ON THE BEHALF OF THE BOCC

The Administrator shall submit a written request to staff for consideration. He may present it at a meeting of the Park Board or defer to staff.

CONSIDERATION OF REQUEST FOR A PARK LAND ACQUISITION OR NEW PARK AND RECREATION FACILITY NOT APPROVED BY THE BOCC IN THE PARKS MASTER PLAN

PROCEDURE

Once a request has been placed on the Park Board agenda and presented, the Park Board will ask staff to prepare a report and recommendation. Additional information may be requested by the Park Board prior to further consideration of the request.

Once the additional information and report are received, Staff will place the issue back on the Park Board's agenda for further consideration. Public input will be taken by the Park Board on the proposed request.

Following public input, the Park Board may discuss and recommend additional public input meetings and/or workshops.

Once the Park Board feels they have sufficient information and public input to make a decision, they will take action on the proposal in the form of a recommendation to the BOCC. This recommendation will include a request to add the item to the Parks Master Plan.

Staff will prepare the recommendation and present the request to the BOCC at an advertised and scheduled work session or other regular BOCC meeting.

The BOCC will consider the request and direct staff as to what action or additional process to use in order to gather additional input prior to action on the proposal. If they approve the

proposal, the amended Parks Master Plan will be adopted by Resolution following a public process.

The BOCC may hold public input meetings, work group meetings, or a formal public hearing on the request prior to making their decision.

The BOCC will direct staff with regard to timing of the project, budgetary issues/funding they want pursued, or if it is to be added as a future project and not as a priority for the present fiscal year.

SECTION 8.04

LAND ACQUISITION GUIDELINES

SECTION 8.04.010

PURPOSE

To provide a framework for evaluating potential sites.

SECTION 8.04.020

POLICY

To provide a written set of guidelines as criteria to follow for land acquisition.

SECTION 8.04.030

GUIDELINES

1. Outstanding features of the County, including saltwater sites and freshwater sites, inland sites and existing park sites, scenic view sites, and historical sites, should be preserved for public use.
2. The land acquisition program should be based on priority of need and opportunity of acquisition, as identified in the Parks Master Plan.
3. To avoid excess land costs, every effort should be made to acquire land when it is not developed.
4. Reasonable space standards should be developed and land acquired to meet these standards even if limited financial resources delay developments.
5. Acquisition and development of recreation areas and facilities should be coordinated with a long range comprehensive area development or redevelopment plan.

6. It may be acceptable and desirable to acquire land and lease it to private agencies for the erection of private facilities serving the public and appropriately planned in relation to adjoining public facilities.
7. Areas designated for parks or recreational use should be held, defended against diversion to non-recreational use and should be considered as resources of open space to be drawn on for other public uses. Whenever an over-riding public purpose requires the use of park land, compensation should be made for the area taken from park use by the provision of equal or better area as determined by the Board.

SECTION 8.05

COASTLINE DEVELOPMENT GUIDELINES

Clallam County's coastline represents one of the County's most critical recreation assets. It represents access to the Strait of Juan de Fuca and its coastal bays not only for county residents, but also for people in the State of Washington and across the United States.

High standards for the recreational development of our shorelines include:

1. Having as much as possible of our shoreline in public ownership and available to the public for recreational use. This is the only way to assure its permanent availability both to our own residents and to visitors, many of whom come from inland areas.
2. Public access to the limited sandy beaches.
3. Providing, wherever possible, public access roads between the shorelines and buildings or other developments. This assures public access. The distance between such roads should be determined by the activities projected in the plan.
4. Emphasizing on visual enjoyment for the motoring public. For every person who uses a beach, many more enjoy the view. Road elevations, grading plans, fencing and planting all require visual design treatment.
5. Acquiring ample adjacent upland areas for automobile parking to serve people who use our beach parks.
6. Taking every reasonable opportunity to increase usable shoreline by "key" developments with peninsula and embayment's.
7. Resolving conflicts in swimming, boating, scuba diving, water skiing, and fishing by allocating appropriate areas or times to each activity.
8. Preserving underwater and tideland areas of particular biological interest preserved as sanctuaries for observation of the native marine environment.
9. Providing ample provision of boat launching facilities to serve large and growing numbers of boating public.

SECTION 8.06

COMPATIBILITY DEVELOPMENT GUIDELINES

Public parks and recreation areas may need some facilities to serve the people who visit them. These facilities may include restrooms, parking lots, swimming pools, roads, playgrounds, bath houses, snack bars, restaurants, stores, service stations, picnic grounds, campgrounds, motels and hotels. Recreation areas are usually surrounded by privately owned land which generally is used for some purpose other than recreation.

The value of our parks and recreation areas depends largely on their attractiveness. If aesthetic values are ignored, much of their usefulness can be lost. Both the facilities within them and uses on adjacent private property must be compatible with the character of each park and recreation area. High standards to assure such compatibility include:

1. Reliance whenever possible on hotels, motels, stores, and service stations which are located convenient to, but outside of parks.
2. Provision within parks and recreation areas for those service facilities which are essential to permit each to perform its purpose, such as campgrounds, playgrounds, recreational facilities, sports fields, picnic areas, trails, restrooms, visitor centers, beach access facilities, interpretive displays, cabins/yurts, parking areas, boat launches, birding platforms, etc.
3. Placement of such service facilities at locations where they are functional.
4. Architectural control to assure the harmony of service facilities with the character of the park or recreation area of which they are a part.
5. Emphasis on ample, appropriate landscaping.
6. Limiting highway development to necessary access routes only.
7. Design of roads within park boundaries so they follow the terrain and disturb the natural surroundings as little as possible.



4a
JAN 30 2024

AGENDA ITEM SUMMARY

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

Department: Roads

WORK SESSION ☒ **Meeting Date:** 1/22/2024

REGULAR AGENDA ☒ **Meeting Date:** 01/30/2024

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is a resolution to initiate a County Roads Project (CRP). Work includes paving of the existing road from the Olympic Discovery Trail crossing to Old Olympic Highway (M.P. 1.01 to M.P. 1.76).

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

This item is included in the adopted 2024 Roads budget, and is grant funded through County Road Administration Board, REET, and County Road's funds.

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

Approve and sign the Resolution

County Official signature & print name: Joe Donisi, P.E.

A handwritten signature in blue ink that reads "Joe Donisi".

Name of Employee/Stakeholder attending meeting: Joe Donisi & Darby Twilight

Relevant Departments: Roads

Date submitted: 01/17/2024

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

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



CR RESOLUTION ____, 2024

INITIATE A COUNTY ROAD PROJECT DESIGNATED AS CRP C1261,
CARLSBORG REPAVING

IT IS HEREBY RESOLVED that Carlsborg Road (94270) between milepost 1.01 and milepost 1.76 be improved as follow
Road Re-paving and related work.

This project is hereby declared to be a public necessity and the county engineer is hereby ordered to report and proceed thereon as by law provided.

IT IS FURTHER RESOLVED that an appropriation from the officially adopted road fund budget and based on the county engineer's estimate is hereby made in the amounts and for the purposes shown:

ACCOUNT CODE	PURPOSE	TOTAL ESTIMATE	ESTIMATED 2024 YEAR EXPENDITURE
595.11	Engineering	\$30,000.00	\$5,000.00
595.20	Right of way acquisition	\$0.00	\$0.00
	Total	\$30,000.00	\$5,000.00
595.90	Construction Administration	\$5,000.00	\$5,000.00
595.30-80	Construction by Contract	\$820,000.00	\$922,970.00
	Total	\$825,000.00	\$927,970.00
	Total	\$855,000.00	\$932,970.00

Est. Date to Commence Work: Jul-24

Road Dist.: 1

Est. Date to Complete Work: Jul-24

Road Type: Major Collector

Signed This 18th Day of Jan., 2024

Joe Dominic
County Engineer

This project is included in the officially adopted annual road program in accordance with RCW 36.81.130 as of Item No. 2.

IT IS FURTHER RESOLVED that the construction is to be accomplished by contract in accordance with RCW 36.77.020 et.seq.

ADOPTED THIS _____ DAY OF _____, 20__.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mark Ozias

PLEASE PUBLISH: February 2, 2024

PLEASE BILL:

Clallam County Public Works Dept.
223 E. 4th St., Ste. 6
Port Angeles, WA 98362



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AGENDA ITEM SUMMARY

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

JAN 30 2024

Department: Roads

WORK SESSION ☒ **Meeting Date: 1/22/2024**

REGULAR AGENDA ☒ **Meeting Date: 01/30/2024**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

This item is the Notification of Invitation to Bid for the Carlsborg Repaving project. Work includes paving of the existing road from the Olympic Discovery Trail crossing to Old Olympic Highway (M.P. 1.01 to M.P. 1.76).

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

This item is included in the adopted 2024 Roads budget, and is grant funded through County Road Administration Board, REET, and County Road's funds.

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

Approve the Notice of Invitation to Bid

County Official signature & print name: Joe Donisi, P.E.

A handwritten signature in blue ink that reads "Joe Donisi".

Name of Employee/Stakeholder attending meeting: Joe Donisi & Darby Twilight

Relevant Departments: Roads

Date submitted: 01/17/2024

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

NOTICE OF INVITATION FOR BIDS

SEALED BIDS will be received by the Board of Clallam County Commissioners at 223 East Fourth Street, Room 150, Port Angeles, Washington until 10:00 a.m., Tuesday, **February 20, 2024**, at which time they will be publicly opened and read aloud for:

Repaving Carlsborg Road between milepost 1.01 and milepost 1.76 and related work

Complete plans and specifications may be obtained from the office of the Public Works Department, Courthouse, 223 E. 4th St, Ste 6, Port Angeles, WA 98362, 360-417-2319. Questions regarding this project may be directed to Darby Twight at 360-417-2306.

The sealed bids must be clearly marked on the outside of the envelope "**BID PROPOSAL – CARLSBORG REPAVING**". Address Bid proposal to: Board of Clallam County Commissioners, 223 E. 4th St, Ste. 4, Port Angeles, WA 98362, or hand-deliver to 223 E. 4th St., Room 150, Port Angeles, Washington. Bid documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will bids received by facsimile or e-mail.

Clallam County will determine the lowest responsible bidder in accordance with the terms of Clallam County Code Section 3.12.070 and reserves the right to reject any and all bids and to waive informalities in the process or to accept the bid which in its estimation best serves the interests of Clallam County.

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

The attached contract plans, these contract provision and the Standard Specification for the above-described project are hereby

APPROVED THIS _____ DATE OF _____, 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Loni Gores, Clerk of the Board

Please Publish: Peninsula Daily News -
Seattle Daily Journal of Commerce -

February 2nd, February 9th, & February 16th
February 2nd, February 9th, & February 16th

CARLSBORG ROAD RE-PAVING ROAD# 94270, MILE POST 1.01 TO 1.76 CRP1261

SECTION 15, TWN 30N., RNG 04W
A C.R.A.B. FUNDED PROJECT

SHEET INDEX

SHEET 1 TITLE SHEET
SHEET 2 SITE PLAN - GENERAL CONSTR. NOTES
SHEET 3 PLAN & PROFILE (STA 7+00-14+25.00)
SHEET 4 PLAN & PROFILE (STA 14+25.00-21+50.00)
SHEET 5 PLAN & PROFILE (STA 21+50.00-28+75.00)
SHEET 6 PLAN & PROFILE (STA 28+75.00-36+00.00)
SHEET 7 PLAN & PROFILE (STA 36+00.00-43+25.00)
SHEET 8 PLAN & PROFILE (STA 43+25.00-47+00.00)
SHEET 9 OLD OLYMPIC HWY INTERSECTION
SHEET 10 DETAIL SHEET
SHEET 11&12 TRAFFIC CONTROL PLAN



Know what's below.
Call before you dig.

CLALLAM COUNTY

Joe Donisi
JOE DONISI PE, COUNTY ENGINEER

BOARD OF CLALLAM COUNTY COMMISSIONERS

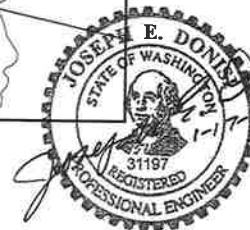
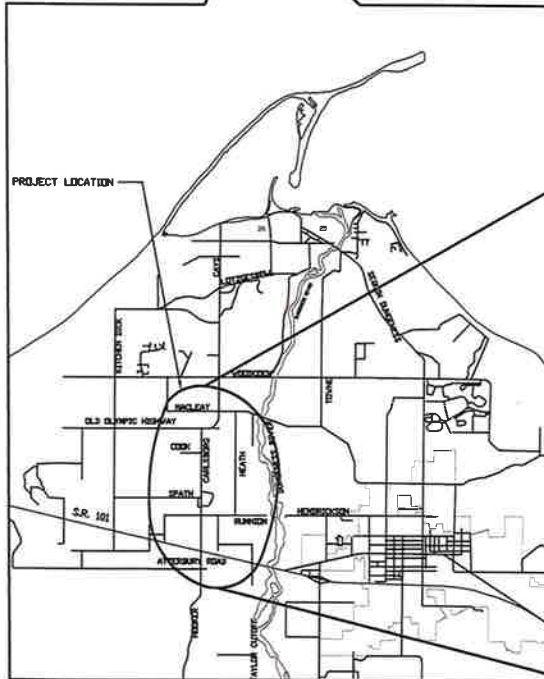
Mike French, Chair

Randy Johnson, Member

Mark Ozias, Member

VICINITY MAP

PROJECT LOCATION





AGENDA ITEM SUMMARY

JAN 30 2024

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

Department: Finance

WORK SESSION ☒ **Meeting Date: 1/22/2024**

REGULAR AGENDA ☒ **Meeting Date: 1/30/2024**

Required Originals Approved and Attached? ☒

Will Be Provided On:

Item Summary:*

- ☐ Call for Hearing
☒ Resolution
☐ Draft Ordinance

- ☐ Contract/Agreement/MOU**
☐ Proclamation
☐ Final Ordinance

- Contract #
☐ Budget Item
☐ Other

Documents exempt from public disclosure attached: ☐

Executive Summary:

This resolution approves the creation of the new BOCC – Recompete Grant department within the General Fund, (00100.245).

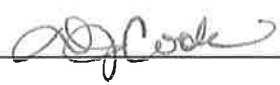
The County will be receiving approximately \$500,000 Recompete Federal Grant funding for phase one Strategy Development with additional funding for further phases of this project. This new funding will require periodic reporting. The creation of this new department allows the County to more efficiently account for this grant funded project and meet grant reporting requirements.

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?** ☒

Supplemental Appropriation has been submitted for consideration on January 30, 2024.

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

Please review and approve.

County Official signature & print name: Debi Cook 

Name of Employee attending meeting: Debi Cook, Mark Lane

Relevant Departments: BOCC, Finance

Date Submitted: 1/17/2024

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

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



RESOLUTION _____, 2024

CREATION OF NEW BOCC – RECOMPETE GRANT DEPARTMENT WITHIN GENERAL FUND

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The County will be receiving approximately \$500,000 Recompete Federal Grant funding for phase one Strategy Development with additional funding for further phases of this project.
2. Phase one Recompete - Strategy Development Grant funding will be used to research the Prime Age Employment Gap (PAEG) in our county to determine the barriers they face preventing their participation in the workforce and how they may be alleviated.
3. In following phases, the research will guide the design of an innovative and effective navigator and outreach program to bring people in the PAEG back into the workforce. This PAEG study will also tie into research being done through Peninsula College to design programs that meet both the low barrier needs of the PAEG and the current and future workforce training needs of industry employers. NOPRC will use funds to convene Tribal, industry, and workforce training representatives to guide the development of these programs. Funding will also be used to perform economic analysis and feasibility studies for the job creation projects in our Recompete Plan. These studies will seek to determine their direct, indirect, and induced job growth capabilities, their impact on the PAEG populations we are trying to reach with this program, and that jobs created will meet the criteria of "Good Jobs."
4. These funds will require periodic reporting to State and Federal agencies.
5. Creation of this department will allow the County to better meet anticipated accounting and reporting requirements for this new funding, help preserve year-to-year comparability of other County funds financial results and enhance visibility of how such funds are used for purposes of our annual audit, internal reporting to the Board of County Commissioners, and external reporting to the public.

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

1. BOCC – Recompete Grant (00100.245), a General Fund department, is now established.

PASSED AND ADOPTED this 30th day of January, 2024.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mark Ozias

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/05/2024

Budget Hearing/Meeting Date: 1/30/2024

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

Budget Number xxxxx.xxx.	00100.245	Budget Name	BOCC – Recompete Grant
---------------------------------	-----------	--------------------	------------------------

REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.245	BOCC – Recompete Grant	33111.04.0000	Recompete – Strategy Development	498,729
Total				498,729

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.245	BOCC – Recompete Grant	51420.10.0010	Regular Time	191,340
00100.245	BOCC – Recompete Grant	51420.20.0020	Benefits	66,969
00100.245	BOCC – Recompete Grant	51420.31.0010	Office Supplies	2,800
00100.245	BOCC – Recompete Grant	51420.41.0127	Contract Services	235,000
00100.245	BOCC – Recompete Grant	51420.43.0010	Travel – Business	2,620
Total				498,729

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

New Federal grant: Recompete - Strategy Development Grant funding will be used to research the Prime Age Employment Gap (PAEG) in our county to determine the barriers they face preventing their participation in the workforce and how they may be alleviated.

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



AGENDA ITEM SUMMARY

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

Sh

JAN 30 2024

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 1-30-24

Item summary:

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

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached budget revisions on January 30, 2024.

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

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

See attached form(s).

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

Approve the attached Resolution – Budget revisions.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



BUDGET RESOLUTION _____, 2024

ADOPTING A BUDGET REVISION FOR THE DEPARTMENT/FUND LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.100, the following facts create a need for the budget revision shown below:

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

2. The Budget Director has verified the accounting method for the budget revision listed and approved them by numbering and initialing the attached Budget Change Form.

NOW, THEREFORE, THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby adopts the revision within the fund, department, or program budget shown above, and authorizes and directs the Treasurer to make the necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 30th day of January 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

ATTEST:

Randy Johnson

Loni Gores, MMC, Clerk of the Board

Mark Ozias

c: Budget Director
Treasurer
Affected Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 12/28/2023

Budget Hearing/Meeting Date: 1/30/2023

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

Budget Number xxxxx.xxx.	00100.334, 00100.333, 00100.871	Budget Name	DCD Planning, DCD Building, District Court 1
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.334	DCD Planning	55860.10.0010	Regular Time	30,188
00100.334	DCD Planning	55860.20.0020	Benefits	5,807
00100.334	DCD Planning	55861.10.0010	Regular Time	18,302
00100.334	DCD Planning	55861.20.0020	Benefits	3,481
00100.333	DCD Building	55850.10.0010	Regular Time	8,113
Total				65,891

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.871	District Court 1	51240.10.0010	Regular Time	45,148
00100.871	District Court 1	51240.20.0020	Benefits	20,743
Total				65,891

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

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

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



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JAN 30 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☐ **Meeting Date:**

REGULAR AGENDA ☒ **Meeting Date: 1-30-24**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on January 30, 2024.

Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



BUDGET RESOLUTION _____, 2024

ADOPTING A SUPPLEMENTAL BUDGET FOR DEPARTMENTS/FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 36.40.100, in open, public meeting, after proper notice, the following facts create a need for the Supplemental Budget Appropriations listed below:

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

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

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

2. The Budget Director has verified the accounting method for the supplemental appropriations and approved it by numbering and initialing the attached *Budget Change Forms*.

NOW, THEREFORE, THE BOARD OF CLALLAM COUNTY COMMISSIONERS hereby adopts the Supplemental Budget Appropriations for unanticipated state or federal funds shown above, and authorizes and directs the Treasurer to make the necessary transfer of funds in order to affect the Board's intent.

PASSED AND ADOPTED this 30 day of January 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

Mark Ozias

ATTEST:

Loni Gores, MMC, Clerk of the Board

c: Budget Director
Treasurer
Affected Department(s)

CLALLAM COUNTY BUDGET CHANGE FORM

RECEIVED
CLALLAM CO. FINANCE

JAN 05 2024



Date Submitted: 12/29/23

Budget Hearing/Meeting Date: 1/23/24 ✓

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

Budget Number xxxxx.xxx.	11008.811 ✓	Budget Name	Sheriff – OPNET Drug ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11008.811 ✓	Sheriff – OPNET Drug ✓	33316.73.8000 ✓	Narcotics Task Force Program	9,932
Total				9,932 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11008.811	Sheriff – OPNET Drug ✓	59421.64.0010 ✓	Machinery and Equipment	9,932
Total				9,932 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

A currency counter that can integrate with our evidence software was added to our 2023 budget as a supplemental with Drug Task Force JAG grant funding. While we received the currency counter in October of 2023, the vendor did not supply us with an invoice in time to pay it during the 2023 calendar year, so the budget line was entirely unspent. We need this additional funding transferred to our 2024 budget to reimburse our purchase of (1) digital currency counter that will adequately scan paper currency in a format suitable for retaining evidentiary value.

County Official Approval: _____

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

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1/05/2024

Budget Hearing/Meeting Date: 1/30/2024

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

Budget Number xxxxx.xxx.	00100.245	Budget Name	BOCC – Recompete Grant
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.245	BOCC – Recompete Grant	33111.04.0000	Recompete – Strategy Development	498,729
Total				498,729

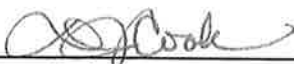
EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.245	BOCC – Recompete Grant	51420.10.0010	Regular Time	191,340
00100.245	BOCC – Recompete Grant	51420.20.0020	Benefits	66,969
00100.245	BOCC – Recompete Grant	51420.31.0010	Office Supplies	2,800
00100.245	BOCC – Recompete Grant	51420.41.0127	Contract Services	235,000
00100.245	BOCC – Recompete Grant	51420.43.0010	Travel – Business	2,620
Total				498,729

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

New Federal grant: Recompete - Strategy Development Grant funding will be used to research the Prime Age Employment Gap (PAEG) in our county to determine the barriers they face preventing their participation in the workforce and how they may be alleviated.

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



CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1-5-24 ✓

Budget Hearing/Meeting Date: 1-30-24 ✓

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

Budget Number xxxxx.xxx.	00100.332 ✓	Budget Name	DCD Environmental Quality ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.332 ✓	DCD Environmental Quality	33311.46.9010 ✓	DOE Clallam MRC Projects	68,000
Total				68,000 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.293 ✓	General Fund Reserve	50800.00.0000 ✓	Ending Fund Balance	47,480
00100.332 ✓	DCD Environmental Quality	55490.31.0020 ✓	Operating Supplies	3,000
00100.332 ✓	DCD Environmental Quality	55490.41.0020 ✓	Professional Services	17,520
Total				68,000 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Clallam County DCD received a NOAA grant administered through the Dept. of Ecology to fund Clallam County Marine Resources County projects from January 1, 2024 to December 31, 2025. This is for the 2024 budget.

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

ASD
JM

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AGENDA ITEM SUMMARY

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

JAN 30 2024

Department: BOCC

WORK SESSION ☐ Meeting Date:

REGULAR AGENDA ☒ Meeting Date: 1-30-24

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

To continue the effort to keep the Clallam County Code up to date, Clallam County Administrator Contract Ordinance 963 is being rescinded. The Administrators Contract was replaced by Ordinance 1001 on August 8, 2023.

Hold a public hearing and request to approve Ordinance.

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?)

Hold a public hearing and request to approve Ordinance.

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

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

Relevant Departments: Board of Commissioners, Human Resources

Date submitted: January 3, 2024

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

Rescind Administrator Contract Sill 1-30-24
Revised: 3-04-2019

Ordinance _____

An ordinance rescinding employment contract for the County Administrator

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 1.

Ordinance 963 is rescinded and was replaced by Ordinance 1001 on August 8, 2023.

ADOPTED this ____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mark Ozias