



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, January 23, 2023 – 8:00 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

Administration – 9 a.m.

1. Calendar/Correspondence
2. Agreement with Clallam Conservation District for Onsite Septic Cost-share Program
Agreement 
3. Agreement with Clallam Conservation District for Pollution, Identification, and correction Programs
Agreement 
4. Agreement with Sequim School District for Developmental Disability Programs
Agreement 
5. Agreement with Quillayute Valley School District for Developmental Disability Programs
Agreement 
6. Agreement amendment 1 with Department of Ecology for solid waste activities/\$30,839.93
Agreement amendment 1 
7. Agreement amendment 1 with Department of Ecology for solid waste activities/\$67,390.88
Agreement amendment 1 

8. Contract amendment B with Salish Behavioral Health Organization for Criminal Justice Treatment

Contract amendment B 

9. Review and call for hearing to be held Tuesday, February 14, 2023 at 10:30 a.m. regarding Amending Clallam County Policy 220 Classification, Work Hours, and Compensation

Review and call for hearing 

10. Review and call for hearing to be held Tuesday, February 14, 2023 at 10:30 a.m. regarding Amending Clallam County Policy 225 Employee Benefits

Review and call for hearing 

11. Resolution canceling uncollectible personal property taxes

Resolution 

12. Discussion on 2022 refunds and 2023 refund levy

Discussion 

Public Works

13. Review and approval of updated Right of Way Procedures for Roads Department

Review and approval 

14. Certification of the 2023 Road Levy & Estimated Revenue Produced/County Road Administration Board

Certification 

Board of Commissioners

15. Small Business Development Center update

Update 

16. Letter to House and Senate Transportation Committees regarding US 101 Simdars Bypass Project funding in 2025-27 (1c)*

Letter 

17. Commissioners internal assignments for internal/cross departmental projects

Update 

18. Legislative Session update

Update 

Budget

19. United Way of Clallam County American Rescue Plan Act Funding update and next steps

Update and next steps 

20. Agreement with Clallam County Public Works for Hotel/Motel Tax Funds – Olympic Discovery Trails Project/\$250,000

Agreement 

General Discussion/Items for Future Agendas

- A. Olympic National Forest update (February 6)
- B. Olympic National Park update (February 6)
- C. Department of Natural Resources Meeting (March 20 at 1 p.m.)
- D. Marine Resources Committee project update (March 27)
- E. Joint Meeting with Port of Port Angeles (April 24 at 11 a.m. at Port)

EXECUTIVE SESSION

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

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



2
JAN 23 2023

AGENDA ITEM SUMMARY

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

Department: HHS-Environmental Health

WORK SESSION ☒ **Meeting Date: 01/23/2023**

REGULAR AGENDA ☒ **Meeting Date: 01/31/2023**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 100511-22-CCD-DOH | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Personal Services Agreement between Environmental Health (EH) and Clallam Conservation District (DDC) is a time extension of the current Onsite Septic cost-share program. CCD is a project partner and sub-recipient for the National Estuary Program (NEP)/Department of Health Pollution, Identification, and Correction (PIC) grant (contract #CLH18239). EH is working to extend the original contract with DOH to September 30, 2023.

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?** ☐

Funds are in the 2023 budget.

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

Sign the Personal Services Agreement with Clallam Conservation District.

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jen Garcelon

Relevant Departments: _____

Date submitted: 01/18/2023

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

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



PERSONAL SERVICES AGREEMENT

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

Name: Clallam Conservation District

Address: 228 W First Street, Suite H
Port Angeles, WA 98362

Phone N°: 360-775-3747 x 103

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B - Compensation
- ☒ Attachment C - General Conditions
- ☒ Attachment D - Special Terms and Conditions
- ☒ Attachment E (specify) -Department of Health Contract #CLH18239

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

The term of this Agreement shall commence on the 1st day October 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of September 2023.

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

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

The Clallam Conservation District

Mark Ozias, Chair

Kim Williams
Digitally signed by Kim Williams
DN: cn=Kim Williams, o, ou,
email=kim.williams@clallamcd.org,
c=US,
Date: 2022.12.29 11:51:46 -08'00'

Print name: Kim Williams

Title: District Manager

Date: December 29, 2022

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department

SCOPE OF WORK

BACKGROUND and PURPOSE:

The County has received a Washington State Department of Health (DOH) NEP NTA 0153– Pollution Identification and Correction grant (#CLH31005) to continue work in the Sequim Bay/Dungeness Watershed Clean Water District Pollution Identification & Correction (PIC) Project through September 30, 2023. The purpose of this agreement is to clearly identify the services to be performed by Clallam Conservation District (Contractor) related to this grant project and the corresponding compensation to be provided by the County.

CONTRACTOR AGREES:

To contribute staff and other resources to help the County fulfill its DOH grant deliverables as described below, particularly under PIC Grant task 4, and to adhere to the requirements of Section 106 described in the contract.

Task 4 – Clallam Conservation District Onsite Septic Cost-Share Program Implementation: The Contractor shall conduct outreach to landowners and stakeholders regarding its OSS repair cost-share program; assist applicants with the application process; review and approve/disapprove applications; complete the cost-share process through installation and County approval; conduct administrative tasks for grant reporting, coordination, and cost-share reimbursement; maintain project records and submit grant reporting information; collect and report necessary information for payment vouchers; provide administrative assistance to participants to meet reporting requirements for cost-share reimbursement; submit progress reports and cost-share reimbursements with the number, type, cost and location, as well as before and after photos of each OSS repair project completed and in progress, and the total amount spent for each reporting period, and a running total.

Section 106 –

Before any ground disturbing work has started the Subrecipient will work with DOH to conduct cultural resource review for funded repairs in a timely manner. The Subrecipient will submit an EZ1 Form and will maintain an up-to-date Inadvertent Discovery Plan (IDP). (The IDP is also submitted as a deliverable.) The Subrecipient shall comply with the additional requirements under Section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

Subrecipient shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. Activities associated with archaeological and historic resources are an eligible reimbursable cost subject to approval by DOH.

Subrecipient shall:

- a) Contact DOH NEP Program to discuss any Cultural Resources requirements for the project:
 - For capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) Submit an Inadvertent Discovery Plan (IDP) to DOH prior to implementing any project that involves ground disturbing activities. DOH will provide the IDP form. DOH shall:
 - Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the DOH NEP Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the DOH NEP Program.
- e) 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.

COUNTY AGREES TO:

Reimburse the Contractor in a timely manner following receipt of completed invoices and supporting documentation. The total reimbursement amount shall not exceed \$189,193.

IT IS MUTUALLY AGREED THAT:

Both parties agree to be responsible for the undertaking of this project. No acquisition, holding, or disposal of real or personal property is anticipated for this undertaking.

COMPENSATION

1. ☐ **a. FIXED FEE FOR SERVICE:** Payments for completed tasks shall be made no more frequently than ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

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

OR

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

<i>Name/Position</i>	<i>Hourly Rate + Fringe</i>
Jennifer Bond, Conservation Planner	\$64.41
Meghan Adamire, Conservation Planner	\$70.28
Kevin Merrigan, Conservation Planner	\$37.50
Judy minnoch, Bookkeeper/Administrative Assistant	\$47.69
Kim Williams, District Manager	\$65.33

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

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above who performed work in furtherance of this contract; number of hours worked; hourly wage, costs covered by item "2.c" below, completed tasks for which compensation is sought; estimated percentage of task completion; and payment amount requested;

In no event shall Contractor be compensated in excess of one hundred eighty-nine thousand and one hundred ninety-three DOLLARS (\$189,193.00) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☒ **c.** Other (specify): Labor, materials, and other costs relevant to the scope of work.

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
18. Contractor Commitments, Warranties and Representations. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement. Contractor will defend, indemnify and save harmless County, its appointed and elected officers, agents and employees from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of the Contractor's alleged infringement on any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County, its appointed and elected officers, agents and employees in any action. Such defense and payments are conditioned upon the following:
- (a) That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - (b) Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- (a) General. Differences between the Contractor and the County, arising under and by virtue of the contract documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The records, orders, rulings, instructions, and decision of the County Project Manager shall be final and conclusive 30 days from the date of mailing unless the Contractor mails or otherwise furnishes to the County Administrator a written notice of appeal. The notice of appeal shall include facts, law, and argument as to why the conclusions of the County Project Manager are in error.

In connection with any appeal under this clause, the Contractor and County shall have the opportunity to submit written materials and argument and to offer documentary evidence in support of the appeal. Oral argument and live testimony will not be permitted. The decision of the County Administrator for the determination of such appeals shall be final and conclusive. Reviews of the appellate determination shall be brought in the Superior Court of Clallam County within 15 days of mailing of the written appellate determination. Pending final decision of the dispute, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
 - (b) Notice of Potential Claims. The Contractor shall not be entitled to additional compensation or to extension of time for (1) any act or failure to act by the County Project Manager or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall

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

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

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

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

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

Name: Katie Kowal

Title: Environmental Health Specialist

Address: 111 E. 3rd Street,
Port Angeles, WA 98362

Telephone: 360-417-2415

E-mail: katie.kowal@clallamcountywa.gov

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Progress reports shall include, at a minimum, the following: Work performed, employee wages, and hours each employee worked

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



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

- ☒ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Property damage	\$50,000 per occurrence
	\$100,000 aggregate
- ☐ **ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)**

	\$ per occurrence
--	-------------------
- ☒ **WORKERS COMPENSATION:**

	Statutory amount
--	------------------

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

Bodily injury, liability, including death \$ per occurrence

\$ aggregate

Property damage liability \$ per occurrence

\$ aggregate

☐ **BUSINESS AUTOMOBILE LIABILITY:** \$ per occurrence

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

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

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

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

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

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

☒ 4. Other (specify):

Invoices and work summaries shall be submitted at least quarterly but no more than monthly.

Contractor agrees to adhere to all funding guidelines outlined in the DOH contract.

Department of Health Contract #CLH31005

Exhibit A
Statement of Work
Contract Term: 2022-2024

DOH Program Name or Title: NEP PIC NTA 0153 Enhanced Phase 2 -
Effective January 1, 2022

Local Health Jurisdiction Name: Clallam County Health & Human Services

Contract Number: CLH31005

SOW Type: Revision Revision # (for this SOW) 3

Period of Performance: January 1, 2022 through November 30, 2023

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

Statement of Work Purpose: The purpose of this statement of work (SOW) is to protect and recover (upgrade) harvestable shellfish beds within Dungeness Bay. Tasks include: monitor water quality, and identify and correct sources of pollution (e.g., onsite sewage systems, agriculture, pet waste) in Upper Matriotti Creek and Bell Creek, as well as previous PIC focus areas. This work also supports an OSS cost-share program as a subaward to Clallam Conservation District.

Note: The total funding allocation is the estimated unspent funding from the 2018-2021 contract and may be adjusted if necessary in a future contract amendment.

Revision Purpose: The purpose of this revision is to update tasks related to training and education and outreach.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date	Current Allocation	Allocation Change None	Total Allocation
PS SSI 1-5 PIC TASK 4	261K1208	66.123	333.66.12	01/01/22 11/30/23	267,677	0	267,677
					0	0	0
					0	0	0
					0	0	0
					0	0	0
					0	0	0
TOTALS					267,677	0	267,677

GOALS & MEASURABLE OBJECTIVES

This simply summarizes key deliverables and measures called out in the tasks below. This table is a component of the FEATS report.

Description (e.g., "shellfish beds reopened")	Units (e.g., "acres")	Targets (number)
Number of upgraded acres from Conditionally Approved to Approved in Dungeness Bay	Acres	90
Number of landowners in PIC target area educated about purpose of PIC projects to improve water quality	Landowners	100
Number of priority pollution sources identified in PIC focus area(s)	On-site septic systems (OSS), agriculture, pet waste	5
Number of OSS failures identified	OSS failures	10
Number of OSS failures corrected	OSS corrected	10
Number of OSS cost share projects completed	OSS Corrected	5



AGENDA ITEM SUMMARY

3
JAN 23 2023

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

Department: HHS-Environmental Health

WORK SESSION ☒ Meeting Date: 01/23/2023

REGULAR AGENDA ☒ Meeting Date: 01/31/2023

Required originals approved and attached? ☒

Will be provided on:

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 100511-22-CCD-DOE | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The Personal Services Agreement between Environmental Health (EH) and Clallam Conservation District (CCD) is a time extension of the current Pollution, Identification, and Correction (PIC) program. CCD is a project partner with the Washington State Department of Ecology (DOE) Water Quality Contract #WQC-2020-CLCHHS-00011. EH is working to extend the original contract with DOE to now end June 30, 2023. With this agreement, CCD focuses on PIC education and outreach and providing agricultural best management practices technical assistance.

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?** ☐

Funds are in the 2023 budget.

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

Sign the Personal Services Agreement with Clallam Conservation District.

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jen Garcelon

Relevant Departments: _____

Date submitted: 01/18/2023

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

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



PERSONAL SERVICES AGREEMENT

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

Name: Clallam Conservation District

Address: 228 W First Street, Suite H
Port Angeles, WA 98362

Phone No: 360-775-3747 x 103

(hereinafter called "Contractor").

This Agreement is comprised of:

- ☒ Attachment A - Scope of Work
- ☒ Attachment B - Compensation
- ☒ Attachment C - General Conditions
- ☒ Attachment D - Special Terms and Conditions
- ☒ Attachment E (specify) -Department of Ecology Contract #WQC-2020-CLCHHS-00011

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

The term of this Agreement shall commence on the 1st day October 2022 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 30th day of June 2023.

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

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Clallam Conservation District

Mark Ozias, Chair


Print name: Kim Williams

Title: District Manager

Date: December 29, 2022

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
Vendor
Initiating Department
Copies: 5

SCOPE OF WORK**BACKGROUND and PURPOSE:**

The County has received a Washington State Department of Ecology (hereinafter called Ecology) Pollution Identification and Correction grant (#WQC-2020-CLCHHS-00011) to continue work in the Sequim Bay/Dungeness Watershed Clean Water District Pollution Identification & Correction (PIC) Project through June 30, 2023. The purpose of this agreement is to clearly identify the services to be performed by the Clallam County Conservation District (Contractor) related to this grant project and the corresponding compensation to be provided by the County.

CONTRACTOR AGREES:

To contribute staff and other resources to help the County fulfill its Ecology grant deliverables, particularly under PIC Grant tasks 2 and 4 as described below.

- 1) *Task 2—Public Outreach and Education:* The Contractor shall participate in project partner meetings at least quarterly, report on work performed in a format developed by the project partners, participate in public open house events with landowners in the project area (as scheduled), provide input in the overall adaptive management of the PIC Program.
- 2) *Task 4—Agricultural Best Management Practices Technical Assistance:* The Contractor will take the lead working with farmers where agricultural practices are suspected to impact water quality in the project area. The Contractor shall provide technical assistance to farmers regarding agricultural Best Management Practices, keep project partners apprised of assistance provided, and keep project partners apprised of any referrals to the Washington Department of Ecology (ECY) for enforcement. The Contractor will assist in pollution correction efforts (especially where the Contractor has expertise in connecting owners of failing septic systems with financial assistance resources).
- 3) *Grant and Loan Administration:* The Contractor shall submit invoices for reimbursement of completed work. Invoices must be submitted at least quarterly but no more frequently than monthly. All work must reflect the scope of work outlined in this agreement. Invoices shall include a description of work, hourly rates, and total hours worked. Progress reports shall be submitted quarterly. Grant and Loan Administration time may be charged to the task(s) associated with work completed during the invoice period, Task 2 and/or Task 4.

COUNTY AGREES TO:

Reimburse the Contractor in a timely manner following receipt of completed invoices and supporting documentation. The total reimbursement amount shall not exceed \$10,000.

IT IS MUTUALLY AGREED THAT:

Both parties agree to be responsible for the undertaking of this project. No acquisition, holding, or disposal of real or personal property is anticipated for this undertaking.

COMPENSATION

1. ☐ **a. FIXED FEE FOR SERVICE:** Payments for completed tasks shall be made no more frequently than X monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) .

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

OR

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

<i>Name/Position</i>	<i>Hourly + Fringe Rate</i>
Jen Bond, Conservation Planner	\$64.41
Meghan Adamire, Conservation Planner	\$70.28
Kevin Merrigan, Field Technician	\$37.50
Judy Minnoch, Bookkeeper	\$47.69
Kim Williams, District Manager	\$65.33

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

Each request for payment shall be supported by an invoice specifying: the name/position of the Contractor's employee if two or more are identified above who performed work in furtherance of this contract; number of hours worked; hourly wage, costs covered by item "2.c" below, completed tasks for which compensation is sought; estimated percentage of task completion; and payment amount requested;

In no event shall Contractor be compensated in excess of Ten Thousand DOLLARS (\$10,000.00) for the completed work set forth in Attachment "A."

2. AND

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

OR

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

OR

☒ **c.** Other (specify): Labor, materials, and other costs relevant to the scope of work.

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name: Katie Kowal

Title: Water Quality Specialist

Address: 111 E. 3rd Street,
Port Angeles, WA 98362

Telephone: 360-417-2415

E-mail: katie.kowal@clallamcountywa.gov

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Progress reports shall include, at a minimum, the following: Work performed, employee wages, and hours each employee worked

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



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



COMMERCIAL GENERAL LIABILITY:

Bodily injury, including death	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Property damage	\$50,000 per occurrence
	\$100,000 aggregate



ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)

\$ per occurrence



WORKERS COMPENSATION:

Statutory amount

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

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

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

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

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

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

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

- ☒ 4. Other (specify):.

Invoices and work summaries shall be submitted at least quarterly but no more than monthly.

Contractor agrees to adhere to all funding guidelines outlined in the Ecology contract.

2e
3/10/20



Agreement No. WQC-2020-CICHHS-00011

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY HEALTH AND HUMAN SERVICES

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Clallam County Health and Human Services, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Sequim Bay-Dungeness Watershed Pollution Identification and Correction
Total Cost:	\$240,000.00
Total Eligible Cost:	\$240,000.00
Ecology Share:	\$180,000.00
Recipient Share:	\$60,000.00
The Effective Date of this Agreement is:	12/01/2019
The Expiration Date of this Agreement is no later than:	11/30/2022
Project Type:	Nonpoint Source Activity

Project Short Description:

The Sequim Bay-Dungeness Watershed Pollution Identification and Correction project decreases bacteria entering marine waters from upland sources by investigating and correcting non-point pollution sources. Improved water quality should decrease adverse human health impacts and increase commercial and recreational shellfish harvest opportunities. Specifically, this project helps restore access to "downgraded" shellfish growing areas in Dungeness Bay.

Project Long Description:

The Sequim Bay-Dungeness Watershed Pollution Identification and Correction (PIC) project safeguards human health and the environment by protecting water quality and investigating and correcting upland sources of bacterial pollution that impact Sequim Bay-Dungeness Watershed Clean Water District (District) waters.

This PIC project is a collaborative effort between Clallam County Environmental Health, Jamestown S'Klallam Tribe,



4

AGENDA ITEM SUMMARY

JAN 23 2023

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

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date: January 23, 2023**

REGULAR AGENDA ☒ **Meeting Date: January 31, 2023**

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-22-SSD | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached Interagency Agreement is between Clallam County Health and Human Services and Sequim School District for provision of Transition Program Services for eligible students who experience intellectual and developmental disabilities which focuses on providing vocational training and/or supported employment opportunities. The Agreement is effective September 1, 2022 to August 31, 2023 for a maximum consideration of \$43,200.

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?** ☐

Funds are in the HHS budget.

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

Please approve and sign.

County Official signature & print name:

 KEVIN LaRocca

Name of Employee/Stakeholder attending meeting: Kelley Lawrence

Relevant Departments: HHS

Date submitted: January 11, 2023

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

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

INTERAGENCY AGREEMENT

Between

CLALLAM COUNTY

And

SEQUIM SCHOOL DISTRICT

This Agreement is entered into between Clallam County Department of Health and Human Services, hereinafter referred to as "**the County**" and Sequim School District hereinafter referred to as "**the District**" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1. Purpose

Clallam County Department of Health and Human Services, through this Agreement will contract with Sequim School District to perform as described in **Attachment A**.

Section 2. Term

This Agreement shall commence on September 1, 2022 and will terminate on August 31, 2023.

Section 3. Scope of Work

The District agrees to participate in the services, identified on **Attachment A**.

- A. The District supports the County's Developmental Disabilities program goals and objectives.
- B. The County shall provide monthly progress reports from Vocational Provider Vendors as detailed in **Attachment A**.

Section 4. Compensation

The County shall be paid by the District for completed work under this Agreement as follows:

- A. Payment for Transition Services as outlined in **Attachment B** shall not exceed \$43,200.00 without an express written amendment signed by both parties to this agreement. In the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement, this contract may be renegotiated or terminated as provided herein.
- B. County shall bill and the District will pay for Transition Services for a maximum consideration of \$43,200.00.

- C. The Vocational Provider Vendors may submit invoices to the County for Transition services completed by August 31, 2023. The County will review such invoices, and upon reasonable approval thereof, payment will be made to the vendor in the amount approved. Payment will not be unreasonably withheld and the Vendor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective. Invoices for services will be submitted on a monthly basis, due by the 10th of the month following delivery of services.
- D. The County will make final payment of any balance due the Vendor promptly upon its ascertainment and verification after the completion of the services under this Agreement and its reasonable acceptance by the County. Payment will not be unreasonably withheld and the vendor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective.
- E. The County, District and Vendor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
- F. Each invoice submitted by the Vendor to the County for Vendor provided services in fulfillment of this contract shall reflect the number of hours utilized in fulfilling the obligations of the Vendor under this contract and shall also include detailed expenses related to fulfillment of this contract as described in Attachment A, Section County, Item 7F.

Section 5. Compliance with Laws

The District, County and Vendor shall, in participating in the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

Section 6. Indemnification

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, and employees against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, and employees in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and

acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.

Section 7. Insurance

The District shall obtain and keep in force during the terms of the Agreement, or as otherwise required.

- A. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence.
- B. District shall provide proof of insurance to the County, in care of, Kelley Lawrence, Clallam County Coordinator for Developmental Disabilities 111 E 3rd Street · Port Angeles, WA 98362, prior to commencing services.
- C. The District shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.
- D. Each party certifies that it is self-insured, is a member of a risk pool, or maintains insurance of not less than \$1,000,000.00 of combined single limit coverage. The County shall pay for losses for which it is found liable. The District shall pay for losses for which it is found liable.

Section 8. Independence

The District and the County agree that all parties are independent with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither party shall be entitled to any benefits accorded employees by virtue of the services provided under this agreement. Neither party shall be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee of the other party's employees.

Section 9. Reporting

The Vocational Provider Vendor will provide a report to the County for payment for services provided. This report will be submitted with the appropriate invoice.

Section 10. Termination

- A. Termination for Convenience

Either party may terminate this Agreement for convenience, including because of a change in available funding, by providing at least 30 days' advance written notice to the other party.

B. Termination for Default

In the event of a default by either party under this Agreement, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Agreement if the default is not cured within 30 days of the date of the notice or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the nondefaulting party may then notify the defaulting party in writing that this Agreement is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

C. General Termination Provision

Whenever this Agreement is terminated in accordance with this Section 11, the District shall be entitled to payment for training completed. An equitable adjustment in the contract price for partially completed items of training will be made, but such adjustment shall not include provision for loss of deleted or uncompleted training.

Section 11. Modification

This Agreement may be modified at any time by written agreement of all parties.

Section 12. Integrated Agreement

This Agreement together with Attachments or addenda represents the entire and integrated agreement between the County and the District and supersedes all prior negotiations, representations, or agreements written or oral, between the parties. This Agreement may be amended only by written instrument signed by both County and District.

Section 13. Notice

Whenever a notice is required or permitted to be given under this Agreement, it shall be provided as follows:

If to the County:

Clallam County Department of Health and Human Services
111 E 3rd Street
Port Angeles, WA 98362
Attention: Kelley Lawrence, Clallam County Coordinator for Developmental Disabilities

If to the District:

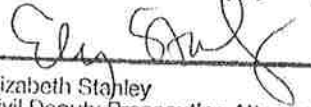
Sequim School District
503 N Sequim Avenue
Sequim, WA 98382
Attention: Regan Nickels, Superintendent

Either party may change its address for notice by providing written notice to the other party.

Approved this _____ day of _____, 2022

BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

Approved as to form only by:

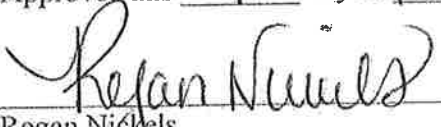

Elizabeth Stahley
Civil Deputy Prosecuting Attorney
Clallam County

Mark Ozias, Chair

ATTEST:

Clerk of the Board

Approved this 7 day of November, 2022


Regan Nickels
Superintendent
Sequim School District

ATTACHMENT "A"
(SCOPE OF WORK)

The County will provide Transition planning services that focus on providing vocational training and/or supported employment opportunities to eligible District students between the ages of sixteen and twenty-one, with a specific focus on the last two years of school.

Transition Services

District

The District will be responsible for the overall coordination of activities for eligible Sequim School District students including Individualized Education Programs (IEP's) and Transition Services. The District will be responsible to provide:

1. A list that identifies all students who should receive transition planning services.
 - A. Student has accessed the District's on and off campus and community vocational opportunities.
 - B. Student's DDD eligibility is confirmed.
 - C. Student is between the ages of 16-21, with a priority of those students in their final two years of high school.
 - D. Student and family have completed a Person Centered Plan (PCP) and/or has a clearly articulated Post School Outcome goal as noted on IEP.
 - E. Student has applied for services with the Division of Vocational Rehabilitation (DVR).
 - F. Through the IEP* process, the student and parent are presented the Transition Services option and Written Responsibilities/Commitment to the Program. **IEP potential team members may include the student, parent, CCDD Representative, DDD Case Manager, School IEP Case Manager, DVR Counselor, Vocational Teacher(s), Transition Specialist and/or LSS Administrator.*
 - G. A Transition Service Level Request for each student for the school year from September 1st until June 30th each year. A separate request will be initiated prior to June 30th each year for all students approved for extended school year services by their IEP Team.
2. Team Meeting and notification to the student's chosen vocational provider.
 - A. IEP Case Manager will assume continued responsibility for setting up meetings. **IEP team members may include those outlined above in section 1, item f, in addition to the identified vocational provider.*
 - B. IEP Case Manager will have available all vocational materials and data (PCP, FVE, student portfolio, current IEP, current reevaluation).
 - C. Ensure that a County-supported Vendor has been selected and student/family has selected the Vocational Provider they would like to work with.
 - D. Contractual services formally begin.
 - E. IEP Case Manager will document and notify County of extended school year approvals prior to June 30th of each contract year to assure funding for services during July and August of that school year.

3. Collaborative staff that will identify each student's Transition planning services needs in writing.
 - A. Including identified activities, steps for implementation, student/staff involved and projected timelines.
 - B. Discuss and determine roles of participants.
-

County

The County will be responsible for the coordination of selected Vocational Services from Vendors as indicated by the Sequim School District for eligible students. The County will be responsible to provide:

1. A point of contact for the District.
2. Training to the District staff on Clallam County Developmental Disabilities adult services.
3. Resource materials.
4. Vendor Selection services to student and family to assist in their informed choice of a Vocational Provider. These services include:
 - Orientation to Vendor Selection services and the available array of services and providers in Clallam County who are willing to work with the Sequim School District.
 - Planning assistance for interview process.
 - Logistical supports for interviews.
 - De-briefing supports.
 - Written notice is provided to student/family, Sequim School District, Clallam County Health & Human Services and Vocational Provider regarding the selection of the Vocational Provider.
5. Benefit Analysis services when requested.
6. Match Sequim School District funding with Clallam County Millage Funds
7. Qualified Vocational Providers who will:
 - A. Collaborate with District staff and keep them informed of activities, progress and timelines as outlined in the IEP;
 - B. Effectively communicate with the student's family and their case manager, informing them of activities, progress and timelines as outlined in the IEP;
 - C. Develop individualized vocational services plan when needed;
 - D. Develop individualized budget to implement the vocational services plan and submit to District Administrator and County staff;
 - E. Work closely with District staff for purposes of transportation needs. Qualified Vocational Providers may only transport students in the private vehicles of staff according to their contract agreement with the County; and

F. Provide monthly written progress reports according to County format to Clallam County Health & Human Services which include:

- 1.) Direct service hours to the student.
- 2.) Hours of service on behalf of the student including but not limited to scheduling transportation, name and date employer(s) contacted (initial and follow-up) and job development.
- 3.) Student's wages earned.
- 4.) Hours worked.
- 5.) Progress on work skills and behaviors as identified and outlined on IEP.

ATTACHMENT "B"
(COMPENSATION)

I. Supplemental Billing Procedures

- A. The County shall bill the District monthly for each authorized student. Transition planning services reimbursement rates are as follows:

Vendor Selection Services

- 1.) Clallam County will provide these services at no cost to the Sequim School District.

Employment Services

- 1.) Standard rates:

- Maximum of 20 hours per month of support provided to individual student.
- \$30.00 per hour of support provided to individual student; maximum of \$600.00/month per student.

- 2.) Individualized rates will be pre-authorized by the District in writing.

Benefit Analysis Services

- 1.) Standard Rate: \$35.00 per hour per student

Maximum of 2 hours. Additional hours pre-authorized by the District in writing.

- B. The County will provide student monthly written progress reports according to County specified format with each invoice.

5



AGENDA ITEM SUMMARY

JAN 23 2023

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

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date: January 23, 2023**

REGULAR AGENDA ☒ **Meeting Date: January 31, 2023**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 11331-22-QVSD | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

The attached Interagency Agreement is between Clallam County Health and Human Services and Quillayute Valley School District for provision of Transition Program Services for eligible students who experience intellectual and developmental disabilities which focuses on providing vocational training and/or supported employment opportunities. The Agreement is effective September 1, 2022 to August 31, 2023 for a maximum consideration of \$50,400.

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?** ☐

Funds are in the HHS budget.

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

Please approve and sign.

County Official signature & print name:  KEVIN LaPacola

Name of Employee/Stakeholder attending meeting: Kelley Lawrence

Relevant Departments: HHS

Date submitted: January 11, 2023

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

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

INTERAGENCY AGREEMENT
Between
CLALLAM COUNTY
And
QUILLAYUTE VALLEY SCHOOL DISTRICT

This Agreement is entered into between Clallam County Department of Health and Human Services, hereinafter referred to as "**the County**" and Quillayute Valley School District hereinafter referred to as "**the District**" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1. Purpose

Clallam County Department of Health and Human Services, through this Agreement will contract with Quillayute Valley School District to perform as described in **Attachment A**.

Section 2. Term

This Agreement shall commence on September 1, 2022 and will terminate on August 31, 2023.

Section 3. Scope of Work

The District agrees to participate in the services, identified on **Attachment A**.

- A. The District supports the County's Developmental Disabilities program goals and objectives.
- B. The County shall provide monthly progress reports from Vocational Provider Vendors as detailed in **Attachment A**.

Section 4. Compensation

The County shall be paid by the District for completed work under this Agreement as follows:

- A. Payment for Transition Services as outlined in **Attachment B** shall not exceed \$50,400.00 without an express written amendment signed by both parties to this agreement. In the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement, this contract may be renegotiated or terminated as provided herein.
- B. County shall bill and the District will pay for Transition Services for a maximum consideration of \$50,400.00.

- C. The Vocational Provider Vendors may submit invoices to the County for Transition services completed by August 31, 2023. The County will review such invoices, and upon reasonable approval thereof, payment will be made to the vendor in the amount approved. Payment will not be unreasonably withheld and the Vendor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective. Invoices for services will be submitted on a monthly basis, due by the 10th of the month following delivery of services.
- D. The County will make final payment of any balance due the Vendor promptly upon its ascertainment and verification after the completion of the services under this Agreement and its reasonable acceptance by the County. Payment will not be unreasonably withheld and the vendor will be given a reasonable opportunity to correct any work reasonably determined by the County to be defective.
- E. The County, District and Vendor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
- F. Each invoice submitted by the Vendor to the County for Vendor provided services in fulfillment of this contract shall reflect the number of hours utilized in fulfilling the obligations of the Vendor under this contract and shall also include detailed expenses related to fulfillment of this contract as described in Attachment A, Section County, Item 7F.

Section 5. Compliance with Laws

The District, County and Vendor shall, in participating in the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

Section 6. Indemnification

Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, and employees against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, and employees in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and

acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.

Section 7. Insurance

The District shall obtain and keep in force during the terms of the Agreement, or as otherwise required.

- A. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence.
- B. District shall provide proof of insurance to the County, in care of, Kelley Lawrence, Clallam County Coordinator for Developmental Disabilities 111 E 3rd Street · Port Angeles, WA 98362, prior to commencing services.
- C. The District shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.
- D. Each party certifies that it is self-insured, is a member of a risk pool, or maintains insurance of not less than \$1,000,000.00 of combined single limit coverage. The County shall pay for losses for which it is found liable. The District shall pay for losses for which it is found liable.

Section 8. Independence

The District and the County agree that all parties are independent with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither party shall be entitled to any benefits accorded employees by virtue of the services provided under this agreement. Neither party shall be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee of the other party's employees.

Section 9. Reporting

The Vocational Provider Vendor will provide a report to the County for payment for services provided. This report will be submitted with the appropriate invoice.

Section 10. Termination

A. Termination for Convenience

Either party may terminate this Agreement for convenience, including because of a change in available funding, by providing at least 30 days' advance written notice to the other party.

B. Termination for Default

In the event of a default by either party under this Agreement, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Agreement if the default is not cured within 30 days of the date of the notice or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the nondefaulting party may then notify the defaulting party in writing that this Agreement is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

C. General Termination Provision

Whenever this Agreement is terminated in accordance with this Section 11, the District shall be entitled to payment for training completed. An equitable adjustment in the contract price for partially completed items of training will be made, but such adjustment shall not include provision for loss of deleted or uncompleted training.

Section 11. Modification

This Agreement may be modified at any time by written agreement of all parties.

Section 12. Integrated Agreement

This Agreement together with Attachments or addenda represents the entire and integrated agreement between the County and the District and supersedes all prior negotiations, representations, or agreements written or oral, between the parties. This Agreement may be amended only by written instrument signed by both County and District.

Section 13. Notice

Whenever a notice is required or permitted to be given under this Agreement, it shall be provided as follows:

If to the County:

Clallam County Department of Health and Human Services
111 E 3rd Street
Port Angeles, WA 98362
Attention: Kelley Lawrence, Clallam County Coordinator for Developmental Disabilities

If to the District:

Quillayute Valley School District
411 S Spartan Avenue
Forks, WA 98331
Attention: Diana Reaume, Superintendent

Either party may change its address for notice by providing written notice to the other party.

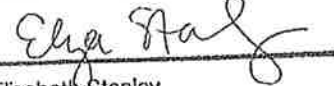
Approved this _____ day of _____, 2022

BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

Mark Ozias, Chair

ATTEST:

Approved as to form only by:



Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County

Clerk of the Board

Approved this 19TH day of December, 2022



Diana Reaume
Superintendent
Quillayute Valley School District

ATTACHMENT "A"
(SCOPE OF WORK)

The County will provide Transition planning services that focus on providing vocational training and/or supported employment opportunities to eligible District students between the ages of sixteen and twenty-one, with a specific focus on the last two years of school.

Transition Services

District

The District will be responsible for the overall coordination of activities for eligible Quillayute Valley School District students including Individualized Education Programs (IEP's) and Transition Services. The District will be responsible to provide:

1. A list that identifies all students who should receive transition planning services.
 - A. Student has accessed the District's on and off campus and community vocational opportunities.
 - B. Student's DDD eligibility is confirmed.
 - C. Student is between the ages of 16-21, with a priority of those students in their final two years of high school.
 - D. Student and family have completed a Person Centered Plan (PCP) and/or has a clearly articulated Post School Outcome goal as noted on IEP.
 - E. Student has applied for services with the Division of Vocational Rehabilitation (DVR).
 - F. Through the IEP* process, the student and parent are presented the Transition Services option and Written Responsibilities/Commitment to the Program. **IEP potential team members may include the student, parent, CCDD Representative, DDD Case Manager, School IEP Case Manager, DVR Counselor, Vocational Teacher(s), Transition Specialist and/or LSS Administrator.*
 - G. A Transition Service Level Request for each student for the school year from September 1st until June 30th each year. A separate request will be initiated prior to June 30th each year for all students approved for extended school year services by their IEP Team.
2. Team Meeting and notification to the student's chosen vocational provider.
 - A. IEP Case Manager will assume continued responsibility for setting up meetings. **IEP team members may include those outlined above in section 1, item f, in addition to the identified vocational provider.*
 - B. IEP Case Manager will have available all vocational materials and data (PCP, FVE, student portfolio, current IEP, current reevaluation).
 - C. Ensure that a County-supported Vendor has been selected and student/family has selected the Vocational Provider they would like to work with.
 - D. Contractual services formally begin.
 - E. IEP Case Manager will document and notify County of extended school year approvals prior to June 30th of each contract year to assure funding for services during July and August of that school year.

3. Collaborative staff that will identify each student's Transition planning services needs in writing.
 - A. Including identified activities, steps for implementation, student/staff involved and projected timelines.
 - B. Discuss and determine roles of participants.

County

The County will be responsible for the coordination of selected Vocational Services from Vendors as indicated by the Quillayute Valley School District for eligible students. The County will be responsible to provide:

1. A point of contact for the District.
2. Training to the District staff on Clallam County Developmental Disabilities adult services.
3. Resource materials.
4. Vendor Selection services to student and family to assist in their informed choice of a Vocational Provider. These services include:
 - Orientation to Vendor Selection services and the available array of services and providers in Clallam County who are willing to work with the Quillayute Valley School District.
 - Planning assistance for interview process.
 - Logistical supports for interviews.
 - De-briefing supports.
 - Written notice is provided to student/family, Quillayute Valley School District, Clallam County Health & Human Services and Vocational Provider regarding the selection of the Vocational Provider.
5. Benefit Analysis services when requested.
6. Match Quillayute Valley School District funding with Clallam County Millage Funds
7. Qualified Vocational Providers who will:
 - A. Collaborate with District staff and keep them informed of activities, progress and timelines as outlined in the IEP;
 - B. Effectively communicate with the student's family and their case manager, informing them of activities, progress and timelines as outlined in the IEP;
 - C. Develop individualized vocational services plan when needed;
 - D. Develop individualized budget to implement the vocational services plan and submit to District Administrator and County staff;
 - E. Work closely with District staff for purposes of transportation needs. Qualified Vocational Providers may only transport students in the private vehicles of staff according to their contract agreement with the County; and

F. Provide monthly written progress reports according to County format to Clallam County Health & Human Services which include:

- 1.) Direct service hours to the student.
- 2.) Hours of service on behalf of the student including but not limited to scheduling transportation, name and date employer(s) contacted (initial and follow-up) and job development.
- 3.) Student's wages earned.
- 4.) Hours worked.
- 5.) Progress on work skills and behaviors as identified and outlined on IEP.

ATTACHMENT "B"
(COMPENSATION)

1. Supplemental Billing Procedures

- A. The County shall bill the District monthly for each authorized student. Transition planning services reimbursement rates are as follows:

Vendor Selection Services

- 1.) Clallam County will provide these services at no cost to the Quillayute Valley School District.

Employment Services

- 1.) Standard rates:

- Maximum of 20 hours per month of support provided to individual student.
- \$30.00 per hour of support provided to individual student; maximum of \$600.00/month per student.

- 2.) Individualized rates will be pre-authorized by the District in writing.

Benefit Analysis Services

- 1.) Standard Rate: \$35.00 per hour per student

Maximum of 2 hours. Additional hours pre-authorized by the District in writing.

- B. The County will provide student monthly written progress reports according to County specified format with each invoice.

6



AGENDA ITEM SUMMARY

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

JAN 23 2023

Department: HHS-Environmental Health

WORK SESSION ☒ Meeting Date: 01/23/2023

REGULAR AGENDA ☒ Meeting Date: 01/31/2023

Required originals approved and attached? ☒

Will be provided on:

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 100511-21-DOE-SW

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington State Department of Ecology (DOE) Local Solid Waste and Financial Assurance (LSWFA) funds solid waste activities in two-year cycles; the current cycle is Jul 2021-Jun 2023. During budgeting in the sixth quarter of the agreement, we found we were unable to spend as much of the grant funds as projected. The grant amount had doubled from the previous two-year grant cycle.

This amendment deobligates \$30,839.93 of grant funds back to Ecology (75% of the total project cost of \$41,119.91). The deobligated funds are redistributed to other solid waste enforcement projects within the region. During the last cycle, EH received deobligated 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?** ☐

This does not affect the 2023 budget.

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

Sign Amendment #1 with DOE.

County Official signature & print name: Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jen Garcelon

Relevant Departments: _____

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

2023-01-23 Agenda Item Summary_Amendment #1 SWE

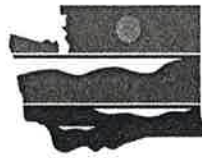
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

Revised: 3-04-2019

Date submitted: 01/18/2023

* Work Session Meeting - Submit 1 single sided/not stapled copy 2023-01-23 Agenda Item Summary_Amendment #1 SWE
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

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



DEPARTMENT OF
ECOLOGY
State of Washington

**AMENDMENT NO. 1
TO AGREEMENT NO. SWMLSWFA-2021-CICHHS-00046
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CLALLAM CO HEALTH AND HUMAN SERVICES**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and CLALLAM CO HEALTH AND HUMAN SERVICES (RECIPIENT) for the SWE Clallam Co HHS (PROJECT).

This amendment will decrease the agreement total eligible cost by \$41,119.91 from \$191,229.33 to \$150,109.42 (and by \$30,839.93 from \$143,422.00 to \$112,582.06 in state share).

Decreased funds from this AGREEMENT will be re-obligated to other agreement(s) through the "unspent" process. The agreement scope of work and expected outcomes remain the same because the RECIPIENT originally overestimated the cost.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Eligible Cost:

Original: 191,229.33 Amended: 150,109.42

Project Short Description:

Original:

Clallam County Health and Human Services will spend \$191,229.33 to monitor solid waste handling facilities for compliance with rules and regulations, resolve solid waste complaints, and work to prevent solid waste violations from occurring at facilities and in the community through education and outreach.

Amended:

Clallam County Health and Human Services will spend \$150,109.42 to monitor solid waste handling facilities for compliance with rules and regulations, resolve solid waste complaints, and work to prevent solid waste violations from occurring at facilities and in the community through education and outreach.

CHANGES TO THE BUDGET

Funding Distribution EG220034

Funding Title: Clallam Co. HHS

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/23/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)
Fund: FD
Type: State
Funding Source %: 100%
Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect: 30%

Recipient Match %: 25%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Clallam Co. HHS	Task Total
Solid Waste Enforcement	\$ 150,109.42

Total: \$ 150,109.42

CHANGES TO SCOPE OF WORK

Task Number: 1

Task Cost: \$150,109.42

Task Title: Solid Waste Enforcement

Task Description:

Activity - Solid Waste Handling Facility/Site Compliance (Permitted/Exempt)

The following work is expected to be performed under this activity by the RECIPIENT,

Compliance monitoring at solid waste handling facilities and sites using the following regulations as applicable to each facility or site:

- Chapter 173-350 WAC Solid Waste Handling Standards
- Chapter 173-351 WAC Criteria for Municipal Solid Waste Landfills
- Chapter 173-304 WAC Minimum Functional Standards for Solid Waste Handling
- All related local solid waste regulations or codes

Monitoring of existing and new facilities or sites requiring a permit will be accomplished through

- Issuing or renewing permits
- At least one inspection annually at each permitted facility or site
- Oversight and technical assistance
- Review of groundwater data
- Annual review of financial assurance

RECIPIENT will complete at least one inspection per calendar year at each permitted solid waste facility. RECIPIENT will track facilities monitored and include the information in quarterly progress reports, including uploading a copy of inspection reports conducted in the quarter. RECIPIENT will file all issued permits to ECOLOGY.

A list of facilities by name and permit status is located in the uploads form on the EAGL Application Menu page.

New solid waste permit applications and notices of exemption considered during the Agreement period for facilities not identified under this task may be managed under this Agreement.

RECIPIENT costs covered by solid waste facility fees for inspections, permit issuance or renewal are not eligible for reimbursement.

Activity - Solid Waste Investigation, Assistance and Enforcement:

The following work is expected to be performed under this activity by the RECIPIENT,

- Track the numbers of complaints received separate from the numbers of complaints resolved
- Offer technical assistance about solid waste regulations and how to prevent violations
- Investigate solid waste related complaints or concerns, track each investigation separately even if at the same location
- Assist in the proper handling of abandoned or illegally stored junk or nuisance vehicles (at RECIPIENT's discretion)
- Enforce as necessary
- Provide public education about proper handling and disposal methods, and how to prevent violations

Expected Task Costs- Costs eligible for reimbursement:

- RECIPIENT employee time
- RECIPIENT employee participation in trainings, workshops and or conferences must be pre-approved by ECOLOGY if not already listed as eligible in this scope of work
- RECIPIENT must follow the state of Washington travel requirements as prescribed in chapter 43.03 RCW and Chapter 10 of the State Administrative & Accounting Manual from the Office of Financial Management. Travel costs, including per diem, are reimbursed up to the state rate
- Costs not listed here but pre-approved in writing by Ecology

Costs not eligible for reimbursement:

- Overtime compensation (all hours are calculated at the regular rate of pay)
- Costs not specifically identified in the task's scope of work or pre-approved in writing by Ecology

Task Goal Statement:

The goal of this task is to protect human health and the environment by preventing and correcting violations of solid waste rules and regulations. RECIPIENT expects to accomplish this goal by providing technical assistance and education, compliance monitoring, and enforcement when necessary.

Task Expected Outcome:

90 permitted and conditionally exempt solid waste facility or site inspections

22 solid waste facility site permit reviews

75 solid waste complaints resolved, excluding solid waste facilities or sites

Recipient Task Coordinator: Eli Owens

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Clallam Co. HHS	25 %	\$ 37,527.36	\$ 112,582.06	\$ 150,109.42
Total		\$ 37,527.36	\$ 112,582.06	\$ 150,109.42

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 07/01/2021.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

CLALLAM CO HEALTH AND HUMAN SERVICES

By: _____

Laurie Davies
Solid Waste Management
Program Manager

Date

By: _____

Mark Ozias
Commissioner

Date

Template Approved to Form by
Attorney General's Office



AGENDA ITEM SUMMARY

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

JAN 23 2023

Department: HHS-Environmental Health

WORK SESSION ☒ Meeting Date: 01/23/2023

REGULAR AGENDA ☒ Meeting Date: 01/31/2023

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU - Contract # 100511-21-DOE-SW

☐ Resolution ☐ Proclamation ☐ Budget Item

☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Washington State Department of Ecology (DOE) Local Solid Waste and Financial Assurance (LSWFA) funds solid waste activities in two-year cycles; the current cycle Jul 2021-Jun 2023. During budgeting in the sixth quarter of the agreement, we found we are unable to spend all the grant funds in task #1 for education and outreach. Additionally, EH originally accepted funds for homeless encampment response, task #2. EH worked with the PAO for initial program guidance including development of a Standard Operating Procedure (SOP). After developing the SOP, EH worked with local municipalities to solicit interest to subcontract encampment response. EH reached out to all three cities and the County at least three times on different agency levels and no agency accepted the request. There were hurdles in receiving the funds and for agencies to accept funds. No agency was interested in the homeless encampment response funds at this time; some expressed no need or no staff to take on the project.

This amendment deobligates \$67,390.88 of grant funds back to Ecology (75% of the total project cost of \$89,854.50). The deobligated funds are redistributed to other solid waste planning and implementation projects within the region before the end of the state fiscal year in June 2023.

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 does not affect the 2023 budget.

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

Sign Amendment #1 with DOE.

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

2023-01-23 Agenda Item Summary_Amendment #1 MRW

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

Revised: 3-04-2019

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

County Official signature & print name:  Kevin LoPiccolo

Name of Employee/Stakeholder attending meeting: Jen Garcelon

Relevant Departments: _____

Date submitted: 01/18/2023

* Work Session Meeting - Submit 1 single sided/not stapled copy 2023-01-23 Agenda Item Summary_Amendment #1 MRW
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

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



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO. 1
TO AGREEMENT NO. SWMLSWFA-2021-CICHHS-00047
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CLALLAM CO HEALTH AND HUMAN SERVICES

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and CLALLAM CO HEALTH AND HUMAN SERVICES (RECIPIENT) for the IMP Clallam Co HHS (PROJECT).

This amendment will decrease the agreement total eligible cost by \$89,854.50 from \$129,333.33 to \$39,478.83 (and by \$67,390.88 from \$97,000 to \$29,609.12 in state share).

The task cost for Task 1 is decreased by \$27,581.65 from \$66,666.33 to \$39,084.68 (by \$20,686.24 from \$49,999.75 to \$29,313.51 in state share).

The task cost for Task 2 is decreased by \$62,272.85 from \$62,667 to \$394.15 (by \$46,704.64 from \$47,000.25 to \$295.61 in state share).

Decreased funds from this AGREEMENT will be re-obligated to other agreement(s) through the "unspent" process.

Task 1 - the agreement scope of work and outcomes remain the same because RECIPIENT originally overestimated the cost.

Task 2 - the agreement outcomes are all reduced to zero; RECIPIENT is unable to continue the original scope of work.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Eligible Cost:

Original: 129,333.33 Amended: 39,478.83

Project Short Description:

Original:

Clallam County Health and Human Services (CCHHS) will spend \$129,333.33 to educate homeowners and small businesses on the proper moderate risk waste management, and assist and partner with local organizations in the cleanup of homeless encampments.

Amended:

Clallam County Health and Human Services (CCHHS) will spend \$39,478.83 to educate homeowners and small businesses on proper moderate risk waste management and attempt to partner with local organizations in the cleanup of homeless encampments.

CHANGES TO THE BUDGET

Funding Distribution EG220030

Funding Title: Clallam Co HHS

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/23/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect: 30%

Recipient Match %: 25%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Clallam Co HHS	Task Total
MRW Collection and Management	\$ 39,084.68
Homeless Encampment Response	\$ 394.15

Total: \$ 39,478.83

CHANGES TO SCOPE OF WORK

Task Number: 1

Task Cost: \$39,084.68

Task Title: MRW Collection and Management

Task Description:

Task work to be performed by RECIPIENT:

Coordinate a hazardous waste collection event and disposal with the City of Forks

RECIPIENT is not participating in the PaintCare product stewardship program and will be implementing a special collection

event. Ecology encourages RECIPIENT to contact PaintCare to coordinate PaintCare's presence at events. PaintCare will take all acceptable products during the event at no charge to the RECIPIENT, resulting in a cost savings to the RECIPIENT. LSWFA will not cover the costs at collection events that are covered by PaintCare.

Activity: Household Hazardous Waste Assistance

Outreach to Clallam County residents on the proper handling, storage and disposal of household hazardous waste (HHW), and on least toxic alternatives. This outreach will promote the use of the Moderate Risk Waste facility located in and operated by the City of Port Angeles. The operation of the MRW facility and the collection, transport, and disposal of HHW is funded under a separate agreement with the City of Port Angeles.

Surveys will be mailed to MRW facility customers to track usage, identify the types of HHW collected from households, and to measure effectiveness of the RECIPIENT's HHW education and outreach programs. Additional data on the impact of the RECIPIENT's education and outreach programs will be gathered through on-line polling, and by tracking the number of phone inquiries, number of new contacts at events, and the number of social media reads, shares, and mentions.

Completion of a report (Final Planning Document) on the effectiveness of the RECIPIENT's HHW education and outreach programs, which will include the results of the on-line polling of residents and MRW facility customer mail surveys.

The report will include the following data:

- Number of customers using the MRWF provided by the City of Port Angeles
- Estimates on the frequency of MRWF usage by household
- Types of materials disposed, recycled, or picked up or dropped off for reuse at the MRWF
- How customers using the MRWF found out about the facility
- Number of phone inquiries, contacts at events, and social media likes, shares, and mentions

The report will include recommendations on how to more effectively reach Clallam County residents with information on the proper handling, storage and disposal of HHW and least toxic alternatives

Technical assistance to Conditionally Exempt Small Quantity Generators (CESQG) on the proper handling, storage, disposal and recycling of their hazardous waste and on least toxic alternatives.

Costs eligible for reimbursement with supporting documentation include:

- Recipient employee time to implement the task, including outreach/planning/coordination/travel
- Costs not listed here but pre-approved in writing by Ecology

Costs not eligible for reimbursement:

- Overtime compensation (all hours are calculated at the regular rate of pay)
- Costs not specifically identified or pre-approved in writing by Ecology
- Disposal of Conditionally Exempt Small Quantity Generators (CESQG) waste
- This task will not pay for costs covered by existing product stewardship programs (E-Cycle Washington, LightRecycle Washington and PaintCare) or for costs covered by any new product stewardship programs that are implemented during this Agreement period

Task Goal Statement:

Ensure the safe handling and disposal of MRW in Clallam County and to increase the use of least toxic alternatives through education and outreach to residents and businesses.

Task Expected Outcome:

- 2500 Users of the MRW facility for recycling/disposal
- 500 Users of the MRW facility for reuse
- 10 Technical Assistance outreach to businesses
- 10,000 Individuals reached through education and outreach
- 1 Final Planning Document
- 1 MRW Collection Event conducted
- 2000 pounds of HHW collected and managed

Recipient Task Coordinator: Eli Owens

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$394.15

Task Title: Homeless Encampment Response

Task Description:

RECIPIENT is unable to continue with the original scope of work due to a lack of cooperating departments and local agencies. Employee hours were utilized in an attempt to start this collaboration.

Task Goal Statement:

The goal of the task is to protect the environment through cleanup and prevent continued environmental harm at encampments.

Task Expected Outcome:

Employees spent 7.5 hours reaching out to jurisdictions, however, RECIPIENT did not meet the following outcomes due to a lack of local collaboration.

- Garbage cleaned – 0 pounds
- Encampments cleaned - 0 encampments
- Total cleanups performed - 0
- Garbage properly disposed through garbage collection containers - 0 pounds

Recipient Task Coordinator: Eli Owens

Deliverables

Number	Description	Due Date
2.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Clallam Co HHS	25 %	\$ 9,869.71	\$ 29,609.12	\$ 39,478.83
Total		\$ 9,869.71	\$ 29,609.12	\$ 39,478.83

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 07/01/2021.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

CLALLAM CO HEALTH AND HUMAN SERVICES

By: _____

Laurie Davies
Solid Waste Management
Program Manager

Date

By: _____

Mark Ozias
Commissioner

Date

Template Approved to Form by
Attorney General's Office



AGENDA ITEM SUMMARY

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

JAN 23 2023

Department: Superior Court

WORK SESSION ☒ Meeting Date: 1/23/2023

REGULAR AGENDA ☒ Meeting Date: 1/31/2023

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 861.23.001 (Replaces 861.22.001) | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

Superior Court is asking for approval of a contract renewal between the Salish Behavioral Health Organization (SBHO) and Clallam County Superior Court called the Criminal Justice Treatment Account (CJTA) which support our therapeutic courts.

The CJTA funds are set aside by the State of Washington for the betterment of therapeutic courts for support of offenders with a substance use disorder (RCW 71.24.580). These funds are available and distributed on a yearly basis. The contract period for this renewal is from January 1, 2023, through December 31, 2023, for the total amount of \$196,105.96 to be split between (5) entities with the agreement that \$20,800.00 of the funds will be set aside for in-jail services leaving a total of \$175,305.96 to be distributed equally to each of the (6) entities in the amount of \$29,217.66 each. In addition, \$7,500.00 of the Superior Court funds will be allocated to Cedar Grove to use for pro social activities. Therefore, the total funds for Superior Court are \$21,717.66.

Superior Court is asking the Board to approve this contract for the use of providing services for Drug Court participants. Superior Court will pay for services outlined in the contract agreement and submit reimbursement requests to the SBHO on a monthly basis.

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?** ☐
Superior Court will provide a budget change form if the contract renewal is approved.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
We are asking the Board to approve this CJTA contract.

County Official signature & print name: _____

[Signature]

Name of Employee/Stakeholder attending meeting: _____

Lacey Halberg

Relevant Departments: Superior Court, Drug Court
Date submitted: 1/09/23

**CONTRACT AMENDMENT
B**

(861.23.001) <replaces
861.22.001 >

This CONTRACT AMENDMENT is made and entered into between SALISH BEHAVIORAL HEALTH ORGANIZATION, through Kitsap County, as its administrative entity, a political subdivision of the State of Washington, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "SBHO", and Clallam County Superior Court, hereinafter "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-484-20 and executed on December 14, 2020, shall be amended as follows:

1. Page 1 shall be amended as follows:
Contract Amount is increased by \$21,718, increasing the contract total from \$62,622 to \$84,340.
Contract end date is extended from December 31, 2022 to December 31, 2023. Amended contract period January 1, 2021 – December 31, 2023.
2. **Attachment B:** CJTA Statement of work is deleted and replaced as attached.
3. **Attachment C: Budget** is deleted entirely and replaced as attached.
4. If this Contract Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance evidencing that any required insurance coverages are in effect through the new contract expiration date. The Contractor shall submit the certificate of insurance to:

Program Lead, Salish Behavioral Health Organization
Kitsap County Department of Human Services
614 Division Street, MS-23
Port Orchard, WA 98366.

Upon receipt, the Human Services Department will ensure submission of all insurance documentation to the Risk Management Division, Kitsap County Department of Administrative Services.

5. Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

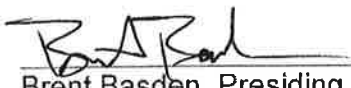
This amendment shall be effective upon January 1, 2023.

CONTRACTOR

**SALISH BEHAVIORAL HEALTH
ORGANIZATION, By KITSAP COUNTY
BOARD OF COMMISSIONERS, Its
Administrative Entity**

Mark Ozias, Chair
Clallam County Board of
Commissioners

Charlotte Garrido, Chair



Brent Basden, Presiding Judge

Robert Gelder, Commissioner



~~David Alvarez~~ Approved as to form
~~Chief~~ Deputy Prosecutor

Katherine T. Walters, Commissioner

ATTEST:

Dee Boughton

Dana Daniels, Clerk of the Board

ATTACHMENT B: Statement of Work- Criminal Justice Treatment Account (CJTA)

1. In RSAs where funding is provided, the Contractor shall be responsible for treatment and Recovery Support Services using specific eligibility and funding requirements for CJTA in accordance with RCW 71.24.580 and RCW 2.30.030. CJTA funds must be clearly documented and reported in accordance with section 9.3.1.8.
2. The Contractor shall implement any local CJTA plans developed by the CJTA panel and approved by HCA and/or the CJTA Panel established in 71.24.580(5)(b).
3. CJTA Funding Guidelines:
 - a. In accordance with RCW 2.30.040, if CJTA funds are managed by a Drug Court, then it is required to provide a dollar-for-dollar participation match for services to Individuals who are receiving services under the supervision of a drug court.
 - b. During the 2021-23 state fiscal biennium the provision of SUD treatments services and treatment support services for non-violent offenders within a drug court program may be continued for 180 calendar days following graduation from the drug court program.
 - c. No more than 10 percent of the total CJTA funds can be used for the following support services combined:
 - i. Transportation; and
 - ii. Child Care Services.
4. The contractor may not use more than 30 percent of their total annual allocation for providing treatment services in jail.
5. Services that can be provided using CJTA funds are:
 - a. Brief Intervention (any level, assessment not required);
 - b. Acute Withdrawal Management (ASAM Level 3.2WM);
 - c. Sub-Acute Withdrawal Management (ASAM Level 3.2WM)
 - d. Outpatient Treatment (ASAM Level 1);
 - e. Intensive Outpatient Treatment (ASAM Level 2.1);
 - f. Opiate Treatment Program (ASAM Level 1);
 - g. Case Management (ASAM Level 1.2);
 - h. Intensive Inpatient Residential Treatment (ASAM Level 3.5);
 - i. Long-term Care Residential Treatment (ASAM Level 3.3);
 - j. Recovery House Residential Treatment (ASAM Level 3.1);
 - k. Assessment (to include Assessments done while in jail);

- l. Interim Services;
- m. Community Outreach;
- n. Involuntary Commitment Investigations and Treatment;
- o. Room and Board (Residential Treatment Only);
- p. Transportation
- q. Childcare Services;
- r. Urinalysis;
- s. Treatment in a jail may include:
 - i. Engaging individuals in SUD treatment;
 - ii. Referral to SUD services;
 - iii. Administration of Medications for the treatment of Opioid Use Disorder (MOUD) to include the following
 - a. Screening for medications for MOUD
 - b. Cost of medications for MOUD
 - c. Administration of medications for MOUD
 - iv. Coordinating care;
 - v. Continuity of care; and
 - vi. Transition planning.
- t. Employment services and job training;
- u. Relapse prevention
- v. Family/marriage education;
- w. Peer-to-peer services, mentoring and coaching;
- x. Self-help and support groups;
- y. Housing support services (rent and/or deposits);
- z. Life skills;
- aa. Spiritual and faith-based support;
- bb. Education; and
- cc. Parent education and child development.

6. The County CJTA Committee shall participate with SBHASO and with the local legislative authority for the county to facilitate the planning requirement as described in RCW 71.24.580(6).

7. MAT in Therapeutic Courts

Per RCW 71.24.580, "If a region or county uses criminal justice treatment account funds to support a therapeutic court, the therapeutic court must allow the use of all medications approved by the federal food and drug administration for the treatment of opioid use disorder as deemed medically appropriate for a participant by a medical professional. If appropriate medication-assisted treatment resources are not available or accessible within the jurisdiction, the Health Care Authority's designee for assistance must assist the court with acquiring the resource."

- a. The Contractor, under the provisions of this contractual agreement, will abide by the following guidelines related to CJTA and Therapeutic Courts:
 - i. The Contractor must have policy and procedures allowing Participants at any point in their course of treatment to seek FDA-approved medication for any substance use disorder and ensuring the agency will provide or facilitate the induction of any prescribed FDA approved medications for any substance use disorder.
 - ii. The Contractor must have policy and procedures in place ensuring they will not deny services to Enrollees who are prescribed any of the Federal Drug Administration (FDA) approved medications to treat all substance use disorders.
 - iii. The Contractor may not have policies and procedures in place that mandate titration of any prescribed FDA approved medications to treat any substance use disorder, as a condition of participants being admitted into the program, continuing in the program, or graduating from the program, with the understanding that decisions concerning medication adjustment are made solely between the participant and their prescribing provider.
 - iv. The Contractor must notify the SBHASO if it discovers that a CJTA funded Therapeutic program is practicing any of the following:
 - a) Requiring discontinuation, titration, or alteration of their medication regimen as a precluding factor in admittance into a Therapeutic Court program;
 - b) Requiring participants already in the program discontinue MOUD in order to be in compliance with program requirements;

- c) Requiring discontinuation, titration, or alteration of their MOUD medication regimen as a necessary component of meeting program requirements for graduation from a Therapeutic Court program.
- b. All decisions regarding an individual's amenability and appropriateness for MOUD will be made by the individual in concert with the Individuals medical professional.

8. CJTA Quarterly Progress Report

- a. The Contractor will submit a CJTA Quarterly Progress Report within thirty (30) calendar days of the state fiscal quarter end using the reporting template. CJTA Quarterly Progress Report must include the following program elements:
 - i. Number of Individuals served under CJTA funding for that time period;
 - ii. Barriers to providing services to the criminal justice population;
 - iii. Strategies to overcome the identified barriers;
 - iv. Training and technical assistance needs;
 - v. Success stories or narratives from Individuals receiving CJTA services; and
 - vi. If a therapeutic court provides CJTA funded services: the number of admissions of Individuals into the program who were either already on medications for opioid use disorder, referred to a prescriber of medications for opioid use disorder, or were provided information regarding medications for opioid use disorder.

Contract No:	KC-484-20 B		
Contract Period:	01/01/21- 12/31/23		
Expenditure	Previous Period	Changes this Contract	Current
Contract Period: 1/1/2021-12/31/2021			
Criminal Justice Treatment Account	\$35,061	\$0	\$35,061
Budget Total			\$35,061
Contract Period: 1/1/2022-12/31/2022			
Criminal Justice Treatment Account	\$27,561	0	\$27,561
Budget Total			\$27,561
Contract Period: 1/1/2023-12/31/2023			
Criminal Justice Treatment Account	0	\$21,718	\$21,718
Budget Total			\$21,718
Contract Total	\$62,622	\$21,718	\$84,340

Available Budget: Cost reimbursement

All rates are all-inclusive.

 An official website of the United States government. [Here's how you know >](#)

Visit our [tips page](#) to learn how to best use the Exclusions Database. If you experience technical difficulties, please email the webmaster at webmaster@oig.hhs.gov.

Exclusions Search Results: Entities

No Results were found for

Clallam County Superior Court

 If no results are found, this Individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

[Search Again](#)

Search conducted 12/16/2022 10:32:49 AM EST on OIG LEIE Exclusions database.
Source data updated on 12/9/2022 8:00:00 AM EST

[Return to Search](#)



a

AGENDA ITEM SUMMARY

JAN 23 2023

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

Department: Superior Court

WORK SESSION ☒ **Meeting Date: 1/23/23,**

REGULAR AGENDA ☒ **Meeting Date: 1/31/23,**

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 Modification of Current County Policy 220 |

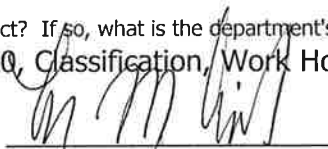
Documents exempt from public disclosure attached: ☐

Executive summary:

Superior Court is asking for review of County Policy 220 "Classification, Work Hours, and Compensation" in regard to the Court Commissioner salary. This position was established in 1991 at a pay range of 90% of the judges' salary which is set by the State. Currently this position has become vacant, and we are advertising for a new Court Commissioner, however, we noticed that there was a policy change implemented in 2009 stating a different pay range for the Court Commissioner. We are asking the Board to review this policy and consider our request to amend as stated in the attached letter and supporting documents submitted on behalf of Superior Court.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
The funds for this position are currently in our 2023 budget, no budgetary impact.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Adopt our request to amend County Policy 220, Classification, Work Hours and Compensation.

County Official signature & print name:  LAUREN ERICKSON

Name of Employee/Stakeholder attending meeting: Lacey Halberg

Relevant Departments: Superior Court

Date submitted: 1/18/23

* Work Session Meeting - Submit 1 single sided/not stapled copy Agenda Item Summary - Court Commissioner Policy 220 Compensation
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

PUBLIC HEARING

Amending Clallam County Policy 220 Classification, Work Hours, and Compensation

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday February 14, 2023 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the policy listed above. All proposed policies are 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: 360.417.2233

FORMAL IDENTIFICATION: Amending Clallam County Policy 220 Classification, Work Hours, and Compensation

SUMMARY OF PROPOSED CHANGES:

Amending Policy 220 Classification, Work Hours, and Compensation. See copy of full Policy details at: <https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Publish: February 3, 2023

Bill: Superior Court Administrative Office

Loni Gores, MMC, Clerk of the Board



RESOLUTION _____, 2023

ADOPTING AMENDMENTS TO
POLICY 220 CLASSIFICATION, WORK HOURS, AND COMPENSATION

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Formal policies and procedures were developed and implemented in 2004 to ensure accountability in government and consistency of process.
2. Periodic updates are required as government rules and regulations change as well as current practices.
3. The proposed amendments to the policy were posted on the Intranet to allow staff time to review and comment. Prosecuting Attorney's Office reviewed the policy amendments.
4. A public hearing was held February 14, 2023 to solicit testimony.

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

1. The amendments to Policy 220 Classification, Work Hours, and Compensation are adopted for inclusion in the Clallam County Administrative Policy Manual.

PASSED AND ADOPTED this 14th day of January, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mike French

Table of Contents

CLASSIFICATION, WORK HOURS, AND COMPENSATION Policy 220

.1	CLASSIFICATION	3
1.1	PREPARATION OF CLASSIFICATIONS.....	3
1.2	ALLOCATION OF POSITIONS.....	3
1.3	CLASSIFICATION AND POSITION DESCRIPTION SPECIFICATIONS.....	3
1.4	DESCRIPTION CHANGES	4
1.5	USE OF CLASS TITLES.....	4
1.6	CONSOLIDATED CLASSIFICATION LIST.....	4
.2	RECLASSIFICATION	5
2.1	PROCEDURES FOR COUNTY OFFICIAL TO REQUEST RECLASSIFICATION.....	5
(1)	<i>County Official Evaluates Need to Change Classification.....</i>	<i>5</i>
(2)	<i>County Official Considers Alternatives</i>	<i>6</i>
(3)	<i>County Official Submits Request with Budget.....</i>	<i>6</i>
2.2	EMPLOYEE MAY REQUEST RECLASSIFICATION	6
2.3	HUMAN RESOURCES REVIEWS ALL RECLASSIFICATION REQUESTS.....	6
2.4	COUNTY ADMINISTRATOR TO APPROVE	6
2.5	FUNDING AND BUDGET IMPACTS.....	7
2.6	DETERMINATION OF ESTABLISHED MARKET	7
2.7	NOTICE TO THE UNION	7
2.8	IMPLEMENTATION OF RECLASSIFICATION RECOMMENDATION	7
2.9	STATUS OF EMPLOYEES AFFECTED BY RECLASSIFICATION.....	7
.10	RESPONSIBILITIES AND AUTHORITIES OF MANAGERS AND SUPERVISORS	8
10.1	MANAGERS (INCLUDING COUNTY OFFICIALS)	8
10.2	SUPERVISORS	9
10.3	LEAD WORKERS	9
.20	COMPENSATION.....	10
20.1	BASIS OF SALARY	10
20.2	RATES OF PAY	10
20.3	BEGINNING EMPLOYEE SALARY.....	10
20.5	ELECTED OFFICIAL SALARY	11
20.6	BENEFITED COURT COMMISSIONER SALARY.....	11
20.7	JUDGES SALARIES.....	11
20.9	STEP INCREASES	11
20.10	COST OF LIVING ADJUSTMENTS.....	11
20.11	PROVISIONS SHOULD NO LABOR AGREEMENT BE IN PLACE	12
20.12	RATE/STEP PLACEMENT UPON PROMOTION	12
20.13	STEP PLACEMENT ON DEMOTION	12
20.14	STEP PLACEMENT UPON RECALL	12
(1)	<i>Recall to Former Classification</i>	<i>12</i>
(2)	<i>Recall to a Lower Classification</i>	<i>1413</i>

(3) Hiring after the Recall Period has Expired	1413
.30 HOURS OF WORK	1413
30.1 LIMITATIONS FOR TEMPORARY, EXTRA HELP, AND SEASONAL WORKERS	1514
30.2 MEAL PERIOD	1514
30.3 REST PERIODS	1514
30.4 BREAK TIME FOR NURSING MOTHERS	1514
.35 OVERTIME	1514
35.1 AUTHORIZATION FOR OVERTIME	1514
35.2 DEFINITION OF OVERTIME	1615
35.3 OVERTIME RATE	1615
35.5 COMPENSATORY TIME	1615
35.6 TIME-OFF PLAN FOR NON-REPRESENTED FLSA EXEMPT EMPLOYEES	1615
35.7 OVERTIME HOURS NOT TO AFFECT BENEFITS	1716
35.8 EMERGENCY/DISASTER OPERATIONS	1716
.37 VEHICLE ALLOWANCE	1716
.40 COMPENSATION FOR STAND-BY AND ON CALL STATUS	1817
.42 COMPENSATION FOR HIGHER CLASSIFICATION WORK	1817
.43 COMPENSATION FOR LEAD WORKER	1817
.44 COMPENSATION UPON TERMINATION	1817
.45 BENEFIT CASH OUT UPON TRANSITION FROM EMPLOYEE TO ELECTED OFFICIAL	1817
.50 PAYROLL	1918
50.1 TIME SHEETS	1918
50.2 PAY PERIODS/PAYDAY	1918
50.3 GARNISHMENT OF WAGES/LIENS	2019
50.4 DIRECT DEPOSIT OF PAYCHECKS	2019
50.5 PAYROLL DEDUCTIONS	2019
.60 RELOCATION EXPENSES	2019
60.1 ELIGIBILITY	2019
60.2 TAXABILITY OF RELOCATION EXPENSES	2120
.100 CONSOLIDATED CLASSIFICATION/POSITION LIST	2120

CLASSIFICATION, WORK HOURS, AND COMPENSATION

.1 CLASSIFICATION

1.1 Preparation of Classifications

A classification plan inventorying the duties and responsibilities of all jobs in County service has been developed and implemented. The class plan groups jobs into categories that are basically similar in difficulty and responsibility of work performed and in education, training, and experience requirements. The plan was developed after consultation with County Officials and other persons technically familiar with the character of the work. The Human Resources Director is the designated individual with responsibility of overseeing the continual maintenance and administration of the plan. No County Official shall be granted authority to alter classification without prior approval of the County Administrator with appeal to the Board of County Commissioners, except as otherwise granted by the Charter or this policy.

1.2 Allocation of Positions

A classification title and description shall identify each class. Every position shall be allocated to a classification within the adopted plan. In cases where more than one position exists in a classification, a position description shall further clarify job duties specific to each job. When the classification contains a single position, the classification and position description is combined. Each newly created position will be assigned to the approved classification and shall be clearly defined in the classification description. Employees shall be notified of the assignment of their positions and the class title as it appears on the class description. Positions that are part of a career track will be designated in the classification description.

When a new position is proposed the County Official shall immediately transmit a comprehensive statement of the proposed duties and responsibilities and the rationale for the new position to the Human Resources Director. The Human Resources Director shall investigate the proposal and assign the position to the appropriate class in the classification plan.

All changed or newly created positions shall be presented to the County Administrator for approval of allocation and preliminary budget prior to initial filling and appointment. Positions will not be created without a defined revenue source.

1.3 Classification and Position Description Specifications

Class and Position specifications have the following definition and scope:

- a. They are explanatory only and not restrictive.
- b. In determining the assignment of any position to a class, the specifications shall be considered as a whole, comparing general duties, responsibilities, minimum

- qualifications and relationships to other positions in order to obtain an inclusive picture of the position and place it in the class which embraces it.
- c. The outline of principal duties of work performed shall mean general duties or tasks. It is not intended to prescribe the specific duties of a given position nor to limit the ability of the County Official to modify or alter the detailed tasks involved in the duties, so long as they remain within the general definition of the class.
 - d. The minimum qualification defines the class to which the position shall be allocated by outlining the least acceptable qualifications required to effectively perform the work.
 - e. The class specifications may include additional requirements that are determined to be necessary for the maximum performance of the particular class. These requirements may include possession of a Washington motor vehicle operator's license, physical condition, or any other bona fide qualification pertinent to the position covered by the class specifications.
 - f. Nothing in the class specification is to be interpreted as restricting a supervisor in assigning an employee of one class to perform some of the duties of a higher class for a limited period of time. Such assignment to perform work of a higher class for a limited period comes within the requirements of work in all classes. When an employee is assigned to perform the entire job function of a higher classification for a period of more than two weeks, the employee may be paid at the higher range, assuring that the employee will be compensated a minimum of 5 percent over their current rate.

1.4 Description Changes

Class and position descriptions are treated as living documents with the specific intent that as the duties of the job change, those changes will be reflected in the descriptions. The Human Resources Department maintains the original descriptions for all County jobs, including those under the jurisdiction of Elected Officials and the Civil Service. Prior to any modification, classification and/or position description changes shall first be reviewed by the Director and approved by the Administrator as detailed in this chapter.

1.5 Use of Class Titles

The class title shall be the official title of every position assigned to the class for the purpose of personnel action and shall be used on all payroll, budget estimates, and official records and reports relating to that position. Position titles may be authorized by the Director and used for the purposes of internal administration or in contacts with the public when more than one position exists within a classification.

1.6 Consolidated Classification List

The Director is responsible for maintaining a listing of all classifications and positions in the County, including County Officials and employees. The list shall also contain, at a minimum, the salary range, union status, essential worker status, bloodborne risk, and recurring training requirements of each position. The consolidated list shall serve as the

official classification and position list under the classification plan. The list is contained in section 100 of this policy.

.2 RECLASSIFICATION

Unless previously approved by the County Administrator, it shall be the responsibility of the County Official to require employees to work within their assigned classifications, except in situations where an employee may occasionally or intermittently work out of classification. County Officials are not authorized to re-organize job functions which will require reclassification of existing employees without the approval of the County Administrator.

The Board of Commissioners considers the collective bargaining process as the proper venue for adjustments of salary and benefits for classifications and/or groups of employees. Reclassifications may be considered for individual positions that meet the following criteria.

The following factors may be considered as evidence of possible eligibility for reclassification:

- a. A majority of job duties have changed to the extent they are more accurately reflected in another existing classification description;
- b. A majority of job duties have changed to the extent the job entails a different skill set, which requires increased education or experience in order to perform essential job functions.

The following circumstances are not factors to be considered reasons for reclassification:

- a. Increased volume of the same level of work;
- b. Added duties of a similar nature already covered by the current classification or requiring similar skills, education, or experience;
- c. Duties within a current classification that have not been previously assigned;
- d. Additional assigned duties in a higher classification unless those duties become a majority of the current position;
- e. Enhanced technological tools to perform current duties;
- f. Salary differences for similar jobs in other jurisdictions;
- g. Reclassifications which occur in other departments.

2.1 Procedures for County Official to Request Reclassification

A County Official may request a classification change to meet business needs. Prior to classification or reclassification, the following steps shall be documented in writing and submitted to the Human Resources Director.

(1) County Official Evaluates Need to Change Classification

First, the County Official will evaluate:

- a. Recruitment or retention problems
- b. Service delivery changes or enhancements

- c. Value of the position to the department
- d. Internal equity
- e. Availability of funds
- f. Level of duties assigned to an existing position
- g. Reorganization opportunities due to vacancy

(2) County Official Considers Alternatives

Prior to requesting reclassification, the County Official will consider the following alternatives:

- a. Can work be accomplished within current classification?
- b. Is higher-level work short-term or can a specific project be addressed with out-of-class pay?

(3) County Official Submits Request with Budget

If the County Official decides to proceed with a reclassification request, they will normally submit the request as part of the department's budget submittal. When business needs require an immediate classification change and funding is available within current year's budget, a County Official may submit a request outside the budget process.

2.2 Employee May Request Reclassification

In the event the County Official does not submit a request for reclassification and the employee believes their current assigned duties meet the eligibility criteria as established above, the employee may submit a request for reclassification directly to the Human Resource Director and the County Official. The request will be processed by the Director in the normal course of work priority.

2.3 Human Resources Reviews All Reclassification Requests

When the duties and responsibilities of an existing position are so changed or proposed to be changed, meeting the criteria above, the County Official may request the Human Resources Director conduct a reclassification analysis. All reclassification requests shall be presented in writing accompanied with supporting documentation. The Human Resources Department shall prepare recommendations to the County Administrator.

2.4 County Administrator to Approve

Upon receipt of the recommendations from the Human Resource Director, the County Administrator shall review the results and take action to approve or deny the request.

2.5 Funding and Budget Impacts

The Board of Commissioners may limit consideration of reclassifications based upon financial condition of the County and establish a minimum amount the wage must be under-compensated in order for a reclassification to be considered.

It is the policy of the Board to consider reclassifications that are in excess of 20 percent lower than the established market for the position. The Board may modify the percentage at the time of adoption of the annual countywide budget.

2.6 Determination of Established Market

It is the County's goal to set top step compensation at the average wage for benchmark jobs using a combined market of Western Washington Counties within a population range and assessed evaluation of 60 percent larger and 60 percent smaller than Clallam County. For jobs where there is insufficient market data available within the established comps, the Director may recommend using such other relevant compensation data as may be appropriate and/or a point factor matrix that measures the job complexity and responsibility in relation to other established positions within the County's classification system.

2.7 Notice to the Union

Prior to implementation of reclassification, the Director will notify the Union in writing of the County's intent to reclassify the position. The Union may request a meeting for the purpose of reviewing the data and recommendations. In the event the Union fails to respond within 10-days, the County will commence implementation.

2.8 Implementation of Reclassification Recommendation

Unless otherwise approved by the Administrator, the employee subject to the reclassification will be placed at step 1 of the new range, or, the step of the new range that is approximately 5 percent higher than the employee's current salary, whichever is greater. The step increase date will be modified to reflect the first day of the month following one year from the reclassification date.

2.9 Status of Employees Affected by Reclassification

The status of employees affected by reclassification occurring in the administration of the classification plan shall be resolved in the following manner:

An employee whose position is reclassified to a higher level than the class in which the employee has regular status shall be considered to be a temporary appointee to the higher class. As such, the employee shall be eligible to compete on a promotional basis for the reclassified position; provided, however, that such promotional examination shall be given, or notice of such examination shall be published, within 60 calendar days of the effective date of reclassification. Only those employees who successfully pass the

examination for the position shall be considered for the position. Employees so promoted shall serve a probationary status in the new class.

If the employee is not appointed as the result of the examination, with County Official approval, the employee may be transferred to a vacant position in the same classification as that in which the employee has regular status. If no vacancy exists, the employee shall be laid off and entitled to bumping rights as specified in the applicable labor agreement.

OR;

When reclassification occurs and the position that has been reclassified contains only one employee, the employee occupying the affected position may be retained in the position without examination provided that:

- a. The Director determines that the reclassification results from an official recognition of a change in duties and responsibilities that has already occurred;
- b. The County Official determines that the performance of the duties and responsibilities of the incumbent has been satisfactory;
- c. The incumbent possesses the minimum qualifications for the new class; and
- d. Such other factors as are relevant and appropriate to the establishment of salaries for each position, in the context of the County's total compensation system.

The above conditions are included as a means of encouraging proper classification and organization without jeopardizing the status of employees. If all of the above conditions cannot be met, the County Official and the Human Resources Director shall be guided by other appropriate provisions of these rules.

.10 RESPONSIBILITIES AND AUTHORITIES OF MANAGERS AND SUPERVISORS

Managers, supervisors, and lead workers are key to the success of the organization. These levels are identified in classification and/or job descriptions. Managers and supervisors may delegate authorities but retain responsibility for any function so delegated.

10.1 Managers (including County Officials)

Detailed management responsibilities are contained in the "Regular Management Responsibilities" document that is a part of the County's classification plan. The document is available on the intranet on the "Reference Documents" page. All managers are required to have a working knowledge of the document. In addition, managers have the following responsibilities and authorities.

- a. Appoint employees to positions within their respective departments or divisions according to these policies.
- b. Administer provisions of labor contracts, County and department policies, and procedures and delegate such authority to supervisory personnel.

- c. Plan and organize the functions and activities of their department or divisions.
- d. Prioritize, direct, and control the activities of personnel to ensure effective and efficient services are provided within allocated Resources.
- e. Ensure that citizen complaints and/or allegations of violation of policies and procedures are investigated. Delegate, and/or conduct and document investigations of complaints against employees and administer corrective and/or disciplinary action if appropriate.
- f. Provide supervision to any supervisory or line level personnel directly under their command.
- g. Maintain knowledge of the County organization as a whole and participate, as a member of the management team, in solutions to countywide issues. Managers are expected to understand and be supportive of decisions made for the good of county citizens, even when such decisions may impact their department or division.

10.2 Supervisors

Detailed supervisory responsibilities are contained in the "Regular Supervisory Responsibilities" document that is a part of the County's classification plan. The document is available on the intranet on the "Reference Documents" page. All supervisors are required to have a working knowledge of the document. In addition, supervisors have the following responsibilities and authorities.

- a. Participate with managers in personnel and administrative decisions.
- b. Enforce provisions of labor contracts, County, and department policies and procedures.
- c. Formulate and recommend changes to policies and procedures.
- d. Assure that work assignments are made with the objective of utilizing the skills of assigned employees to the fullest extent of available resources.
- e. Provide supervision and performance evaluation of assigned employees.
- f. Direct the day-to-day activities of personnel assigned to them.
- g. Conduct and document investigations of complaints against employees. Make recommendations for corrective and/or disciplinary action if appropriate.
- h. Maintain knowledge of their department organization as a whole and participate, as a member of the management team, in solutions to department issues. Supervisors are expected to understand and be supportive of decisions made for the good of their department, even when such decisions may impact the function or personnel they supervise.

10.3 Lead Workers

Lead workers may be either regular positions or, a temporary assignment in the absence of the regularly assigned supervisor. Lead workers have authority to direct the day-to-day activities of personnel assigned to them. They are not granted the supervisory responsibilities and authorities listed above.

20 COMPENSATION

The County maintains a compensation plan to provide for equitable pay for its employees. The compensation plan includes, but is not limited to classification descriptions, salary schedules, labor agreements, and resolutions establishing salary and benefits. The County Administrator, in consultation with the Director, is responsible to administer the compensation plan.

20.1 Basis of Salary

All FLSA non-exempt employees shall be paid based on the actual number of hours worked, including authorized absences with pay, to the total number of hours worked, including authorized holidays, in the payroll period.

All FLSA exempt employees shall be paid a predetermined monthly salary. Payroll and compensation practices and procedures shall account on an hour-for-hour basis the accrual and use of paid leave. Provided, however, that employees exempt from the overtime requirements of FLSA shall not have their salary reduced during the workweek in which they performed any work with the following exceptions:

- Docking of salary is permissible under the law for administration of protected leave under Family Medical Leave Act, Americans with Disabilities Act, Pregnancy Disability Act and Military leave; and
- For infractions of security regulations of major significance promulgated by the County or another government agency, or for infractions of safety rules of major significance intended to prevent serious danger to the workplace or to other employees.

20.2 Rates of Pay

Each employee and County Official shall be paid at one of the steps of the range prescribed for the classification. Temporary and Extra Help workers shall be paid at the range established for un-skilled, semi-skilled, or skilled workers as approved by the Director.

20.3 Beginning Employee Salary

Unless otherwise provided, all employees should be hired at the entry step of the range. A County Official who believes that, based on the qualifications and prior experience of the candidate, an appointment should be made at a step higher than the first step will present their request in writing to the Director, who has authority to approve or deny the request up to Step 5 of the pay schedule. Requests for appointment beyond Step 5, or that require a budget change shall be approved by the Administrator.

20.5 Elected Official Salary

Salaries for the Assessor, Auditor, Community Development Director, County Commissioners, Sheriff, and Treasurer are set by the Board of Commissioners in Resolution 12, 2020 and reflected in the Consolidated Position List.

20.6 Benefited Court Commissioner Salary

Salaries for the benefit eligible Family Court Commissioner and District Court Commissioner are set by the Board pursuant to the below specified percentage of the judge salary for the respective court to which assigned:

- Year 1 – 80 percent of the Judge salary
- Year 2 – 85 percent of the Judge salary
- Year 3 and above – 90 percent of the Judge salary

The salary for the benefited/full-time Superior Court Commissioner is 90% of the salary of the Superior Court Judges. Additional benefits will be allocated as set forth in Policy 225, except as specifically provided in that policy under .3(3)(1). No adjustments to that salary will occur based upon step increases, cost of living adjustments, or other negotiations that benefit/burden other county employees.

20.7 Judges Salaries

Salaries for District Court and Superior Court Judges are set pursuant to RCW by the Washington Citizens' Commission on Salaries for Elected Officials.

20.9 Step Increases

Step increases for regular, benefited employees and Appointed County Officials shall be at 12-month intervals. Step increases shall be subject to written satisfactory evaluation of job performance as determined by the County Official. Increases shall be effective on the first day of the month following the 12-month anniversary except when the anniversary falls on the first day of the month in which case the increase shall be effective on that day.

Temporary, Part Time non-benefited including retirement only, or Extra Help Workers with no break in service shall be eligible for step increases after 2080 hours of work. Road and Parks seasonal workers returning from the prior year's service shall be eligible for advancement to the next step in the same assigned range.

20.10 Cost of Living Adjustments

Cost of Living Adjustments are part of the negotiated labor agreement for represented employees.

The salary schedule for County Officials, Charter exempt, non-represented, temporary, and extra help employees shall be adjusted in an amount the same as any cost of living adjustment granted to the management and professional unit not less than zero nor to exceed three percent. Except that the wage for Court Commissioner, County Prosecuting Attorney, , and District Court Judges shall only be adjusted when salaries are modified by the state.

20.11 Provisions Should No Labor Agreement be in Place

In the event agreement has not been reached between the County and Local 1619-MP prior to the expiration of the then existing agreement, Charter exempt, non-represented, temporary and extra help employees shall be compensated at their previous rate plus the last County offered COLA increase, if any, not less than zero nor to exceed three percent.

In addition, the employment group identified in this sub-section and Elected Officials shall receive the last County-offered increase in County contribution to medical/dental/vision, if any. Any increases awarded under this section shall be effective until settlement by Local 1619-MP at which time any additional wages and benefits, including any settlement for retroactive payments shall also be paid. Benefit eligible Judges and Court Commissioners shall have county paid medical benefit contributions adjusted according to the settlement.

20.12 Rate/Step Placement upon Promotion

Whenever an employee is promoted, the employee shall be hired into the new range/step of the appropriate pay schedule as a rate no less than five percent high than the employee's salary prior to the promotion. A County Official who believes that a salary increase of more than five percent should be offered shall present a request for a higher rate and a justification to the Human Resources Director in writing. The Human Resources Director has the authority to approved or deny the request up to Step 5 of the appropriate pay schedule. Requests for appointment beyond Step 5 or requests that require a budget change must be approved by the County Administrator.

20.13 Step Placement on Demotion

When a demotion occurs, the County Official shall recommend to the Director a salary for the demoted employee within the salary range of the lower classification which may be less than or equal to the employee's present salary. If a new anniversary date is established, the new anniversary date shall be noted at the time of the demotion on the personnel action documentation.

20.14 Step Placement upon Recall

(1) Recall to Former Classification

Employees returned to their former classification during the recall period shall be placed at the same step and benefit accrual rates as when they left employment. Adjusted Date of Hire and Adjusted Date of Classification shall be modified to reflect the layoff period.

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(2) Recall to a Lower Classification

Employees recalled during the lay off period, to a classification lower than the classification from which they were laid off shall be placed at a step determined by the Director, in consultation with the County Official. Unless approved by the Administrator, the employee shall not be returned at a wage higher than at the time of lay off, or at a step higher than that approved in the budget. Adjusted Date of Hire and Adjusted Date of Classification shall be modified to reflect the layoff period.

(3) Hiring after the Recall Period has Expired

A previous employee re-hired through the competitive process after their time on the recall list has expired is hired as a new employee. Seniority, benefit accrual, and salary are as if the employee had not previously been employed by the County.

.30 HOURS OF WORK

All County positions are designated as either "exempt" or "non-exempt" according to the Fair Labor Standards Act ("FLSA") and Washington Minimum Wage Act regulations.

It is the policy of the County to establish a workweek of 40 hours with a 7-day workweek. Alternate workweeks of 40, 37.5, and 35 hours may only be established by the Administrator based upon business necessity. The workweek runs 12:01 a.m. Monday through Sunday 12 midnight.

The County recognizes that County Officials are responsible to perform their work functions without regard to a set number of hours in the workday or workweek. It is also recognized that each County Official requires one employee to be a confidential employee, available to work when necessary to accomplish essential tasks. The County Charter requires Elected County Officials to designate one individual as exempt from the Personnel System to serve as their chief deputy or administrative assistant. It is the policy of the County that each Elected and Appointed County Official may designate a 40-hour workweek for one individual in their office.

For law enforcement, corrections, and detention employees, the established work period may be subject to C.F.R. 29, Section 207(k), (referred to as 7k). Employees are responsible for accurately reporting all hours worked according to these policies.

Sheriff's Department and Juvenile Department employees work schedules may be established based upon 24-hour operation. Workweek for employees, other than those scheduled on a 24-hour operation, shall be four or five consecutive days, evenly divided according to the assigned work hours, but may be varied depending upon business necessity.

Employees shall be assigned to work either a standard or alternate/flex workweek. The workday and workweek shall be established by the County Official of each department and kept

on file with the payroll clerk for that department. The workday and workweek may be changed to accommodate the efficient operation of the department.

30.1 Limitations for Temporary, Extra Help, and Seasonal Workers

Work hours of extra help employees shall be restricted to 69 hours per calendar month. The work hours for temporary and seasonal workers whether skilled, semi-skilled, or unskilled shall be limited by the County Official so as not to qualify the employee for any benefits, including retirement, unless specifically approved by the Director. County Officials are required to be familiar with Department of Retirement Systems' rules, labor contracts, and other regulations that affect employee benefit eligibility.

30.2 Meal Period

All employees shall be granted a meal period of one-half hour or one hour as determined by the County Official. Meal periods shall be taken at a non-public location away from the workstation.

30.3 Rest Periods

All employee work schedules shall provide for a 15-minute rest period during each one-half shift. An additional rest period may be granted for each additional 2-hour increment that an employee is required to work beyond the normal shift. Rest periods may be required to be taken at the workstation.

30.4 Break Time for Nursing Mothers

A nursing mother shall be entitled to unpaid breaks for up to one year after the birth of her child. Such breaks must consist of a "reasonable" amount of time for expressing milk as frequently as needed by the nursing mother.

The County provides a space that is shielded from view and free from intrusion from coworkers and the public. Upon request, an eligible nursing mother will be issued a key to the designated space.

.35 OVERTIME

County Officials are responsible to schedule employees in order to provide adequate service while minimizing overtime. Overtime shall only be authorized for business necessity and only within budgeted funds. No overtime shall be authorized for employee convenience.

35.1 Authorization for Overtime

All overtime shall be approved in advance by the employee's supervisor; however, in the case of emergency, the employee shall notify the supervisor as soon as possible of the need to work overtime.

35.2 Definition of Overtime

Unless otherwise specified in a labor agreement, overtime shall be considered as time worked in excess of 40 for the workweek. Part-time or extra help employees whose hours are set at less than 40 shall not be eligible for overtime until the total work hours exceed 40.

35.3 Overtime Rate

Unless otherwise specified in a labor agreement, the rate of compensation for overtime worked shall be 1-1/2 times the employee's regular rate of pay including any shift differential, standby pay, incentive pay or any pay added to the rate as established in the pay plan.

35.5 Compensatory Time

Employees may accrue compensatory time in lieu of overtime payments, with the approval of the supervisor. Unless otherwise specified by labor agreement, employees may not accrue time in excess of 40 hours. Compensatory time will be accrued at the rate of 1-1/2 hours for each hour of authorized overtime worked. The employee and the supervisor are encouraged to schedule use of compensatory time by mutual agreement. The County may purchase back the entire compensatory time balance of any employee, or a portion thereof, at any time with written notice to the employee. The employee may convert compensatory time to overtime by written request.

35.6 Time-off Plan for Non-Represented FLSA Exempt Employees

Non-Represented employees exempt under the FLSA are salaried and exempt from over time. Such employees may flex time off within a month with Department Head approval. In a calendar month employee hours of work and hours of paid leave shall total not less than the regularly scheduled hours of work for the month.

- a. Non-Represented employees who are exempt under FLSA shall be entitled to earn hour for hour time off commencing with the sixth (6th) hour **worked** beyond their regularly assigned workweek of 37.5 or 40. An annual maximum of two (2) weeks may be earned and either accumulated or used. Such hours must be used as time off prior to the end of the calendar year and shall not be eligible for cash payment or used for the purpose of extending benefits beyond the last active at work day. Flex time (where the employee still works their full 37.5 or 40 hours per week, but on a flexible schedule) off is authorized under this provision. Such flexible schedule is termed an alternative workweek. Except in the case of an emergency that requires immediate action, hours in excess of the fifth (5th) hour require pre-approval by the Department Head.

35.7 Overtime Hours not to Affect Benefits

Overtime Hours shall not be credited toward any employee benefit accruals or have any effect on probation, step, or other accrual dates.

35.8 Emergency/Disaster Operations

All FLSA exempt employees performing emergency/disaster duties when working full-time under any activation level designated by the County Commissioners for which the State approves the County for public disaster assistance will be compensated as follows:

- a. Employees will be paid at straight time the sum of their regular hourly rate for those hours worked in excess of 40 in a workweek as a result of full-time work in support of a significant emergency, declared disaster, or Emergency Management Assistance Compact (EMAC) or other Mutual Aid activations/deployments as determined by the County Administrator or designee. During federally declared disasters overtime compensation will be limited to cash payments.
- b. For those hours worked during the activation, one dollar (\$1) is added to an employee's regular rate in lieu of any other forms of additional compensation including, but not limited to, callback, standby, shift differential, split shift differential, assignment pay, and/or schedule change.
- c. Unless otherwise noted in writing, employees will retain the assigned workweek while supporting emergency/disaster operations. However, employees' assigned work hours may be different from their regularly assigned work hours.
- d. These provisions are limited to qualifying work performed in the Clallam County Emergency Operations Center, in a Joint Field Office, and work in direct support of EMAC or other Mutual Aid activations/deployments.

.37 VEHICLE ALLOWANCE

A monthly vehicle allowance is provided to certain County Officials. The vehicle allowance is intended to partially reimburse the County Official for travel as part of official business within Clallam County. Travel outside Clallam County shall be reimbursed in accordance with the County's travel reimbursement policy. When traveling outside the County, County Officials who receive vehicle allowance shall deduct the mileage traveled within the County from their total mileage. Unless otherwise provided by contract, the monthly vehicle allowance amount shall be set annually as part of the budget adoption process.

Unless provided a County vehicle in accordance with the County's vehicle policy, the following Elected Officials shall receive monthly vehicle allowance: Assessor, Auditor, Commissioners, Director of the Department of Community Development, Prosecuting Attorney, and Treasurer.

Vehicle allowance will be authorized, in writing, by this policy, employment contract, or Personnel Action Form, approved by the Administrator.

.40 COMPENSATION FOR STAND-BY AND ON CALL STATUS

Time spent in stand-by status is considered compensable hours. Time spent in On-Call status is not considered compensable hours, except that any time spent actually working is paid.

.42 COMPENSATION FOR HIGHER CLASSIFICATION WORK

Except for on-the-job training purposes, whenever an employee is assigned to perform the entire job function of a higher classification for a period of two weeks, the employee may be paid at the higher range for a minimum increase of 5 percent (two steps on the 9-step scale). Performance of such duties on an occasional basis, for short periods, or for training purposes is not subject to pay increase. Out of class pay will not be paid while an employee is on any form of leave unless approved by the Director.

.43 COMPENSATION FOR LEAD WORKER

An employee who is assigned lead worker responsibilities shall be paid a minimum increase of 5 percent (two steps on the 9-step scale) for all hours active at work. Lead worker pay shall not be paid while an employee is on any form of leave, unless approved by the Director.

.44 COMPENSATION UPON TERMINATION

Upon an employee's separation from County employment, the employee will receive the following compensation at the time of the next regularly scheduled payroll:

- a. Wages for all hours that have not been paid
- b. Any holiday pay due
- c. Accrued vacation up to the maximum accrual allowed
- d. Accrued sick leave at the following percentages:
 - 100 percent if death occurs while employed or employee is totally disabled in the line of duty
 - 10 percent if separated other than termination for cause
 - 20 percent upon retirement
 - None if terminated for cause
- e. Any applicable severance pay

Note: Upon retirement PERS 1 employees hired after 1 January 1996 shall be paid for a maximum of 240 hours combined vacation and sick leave unless otherwise provided by contract.

.45 BENEFIT CASH OUT UPON TRANSITION FROM EMPLOYEE TO ELECTED OFFICIAL

Upon election to a County office an employee may choose to cash accrued vacation and/or sick leave benefit as if separated other than termination for cause. In such event payout shall be calculated at the last rate of pay for the last position held prior to election to office.

In the event an election is made not to cash out vacation and/or sick leave, such accruals may be frozen at the earned rate and be eligible for cash out at the time the person ends employment with the County.

.50 PAYROLL

In addition, the County has reserved the right in the future to compensate all non-exempt FLSA employees based upon the hourly rate. Currently the County utilizes a compensation formula of annual salary divided by 24 half-months.

50.1 Time Sheets

The County utilizes an electronic sheet to record daily time activity for all employees and County Officials. It is the responsibility of each employee to accurately record all hours worked and leave used prior to the end of each daily shift. Exceptions to this practice shall only be acceptable when extenuating circumstances beyond the employee's control prevent record keeping for a given day. In such event, it is the employee's responsibility to accurately document the prior day's time at the start of the next shift. Time sheets must be completed and submitted to the timekeeper by the end of the shift on the last working day of the month.

The County payroll system will not process countywide payroll until every employee's time has been processed. Therefore, employees and their supervisors will be held accountable for any failure to timely submit accurate time records. When failure to do so occurs, the County Auditor will authorize input of assumed data in order to process payroll. Such assumed data will be subject to correction based upon accurate information received in the subsequent payroll period. When this inconvenience is caused by an employee or supervisor, appropriate discipline will be recommended.

Falsification of time records shall be grounds for immediate discipline, up to and including discharge.

50.2 Pay Periods/Payday

During open enrollment, employees will have the opportunity to choose between monthly or semimonthly payroll to be effective for 12 months starting January 1 of the following year. Semimonthly pay periods are the 1st through the 15th and the 16th to the last day of each calendar month and employees are paid on the 10th and the 25th of each month for the preceding half month. For exempt/salaried employees one-half of their monthly salary will be paid each semimonthly period.

The monthly pay period begins the 1st day of the month and ends the last day of each month and employees are paid on the 10th of each month for the preceding month. If no written choice is made by the deadline, the default is semimonthly payroll.

If a payday falls on a weekend or courthouse holiday, pay will be deposited on the last banking day before the normal payday.

50.3 Garnishment of Wages/Liens

The County is required by law to accept legal garnishments or liens attached to employee wages. Garnishments and liens require the County to withhold a portion of the employee's disposable earnings for the satisfaction of a debt, and remit the withheld amount to the court or the Internal Revenue Service. If a garnishment or lien is received by the County, the employee will be so notified by Payroll, and may be encouraged to seek the advice of a professional financial counselor.

Wage garnishments and liens place an administrative expense and burden on the County. For every transaction processed, the County will charge the maximum statutory fees allowable.

50.4 Direct Deposit of Paychecks

The County utilizes direct deposit of paychecks for the convenience of employees. All employees shall utilize direct deposit. Employees can access information about payroll deductions, benefits, and leave accruals through the online employee self-service center.

Employees may direct the deposit of their paycheck into two bank accounts of their choice. The Direct Deposit Enrollment Form and other required documentation must be completed and submitted to the Human Resources Department to authorize direct deposit.

50.5 Payroll Deductions

The County will withhold from an employee's paycheck those deductions required by law, authorized benefits, union dues, and purposes approved by the Administrator.

.60 RELOCATION EXPENSES

Exceptional circumstances may warrant reimbursing a new employee for certain reasonable costs and expenses directly related to relocation. In all such cases, approval must be obtained from the Administrator before extending any offer to reimburse the employee for relocation expenses. Relocation reimbursements or estimates should be considered in conjunction with determining appropriate salary offers, as they are in effect a part of the new employee's first year earnings, and should be consistent with the employee's salary level.

60.1 Eligibility

Reimbursement for relocation expenses will only be considered for candidates for full-time positions in those instances where substantial recruiting efforts have not identified a sufficient number of qualified applicants living within a reasonable commuting distance of the County. Prior to receiving such reimbursement, individuals must agree that, if they voluntarily separate from the County within two years of the effective date of their appointment, they will repay any monies received for relocation expenses.

60.2 Taxability of Relocation Expenses

The Internal Revenue Service currently requires that each employee report as regular income all amounts received from or paid by his/her employer for the expense of moving from one residence to another. All applicable taxes are the sole responsibility of the employee, and will not be reimbursed by the County.

.100 CONSOLIDATED CLASSIFICATION/POSITION LIST

The County's consolidated list of classifications and positions is available on the County's internet site at <https://www.ClallamCountyWA.gov/employment>

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**THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR CLALLAM COUNTY**

JUDGES

**Brent Basden
Lauren Erickson
Simon Barnhart**



**Clallam County Courthouse
223 East Fourth Street, Ste 8
Port Angeles, WA 93862-3015**

360-417-2386 or 360-417-2486

COMMISSIONER

Brandon R. Mack

January 18, 2023

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
223 E. 4th Street
Port Angeles, WA 98362

Re: Superior Court Commissioner Salary

Greetings:

We write to explain why we are asking that the County policies which impact the salary of the Superior Court Commissioner be modified as set forth in our proposed changes. We look forward to meeting in person and being able to answer any questions you may have.

First, the policy of paying the Superior Court Commissioner 90% of the Superior Court Judges salary has always been the practice of this County. It was what Judges Velie, Meiner, Wood, Williams, Taylor, Rohrer, Melly, Coughenour, Basden, Erickson and Barnhart have always supported. It has always been the consensus that this salary represents fair compensation for the work and responsibilities assumed by the Court Commissioner.

No judicial officer has ever been asked to support a different policy, and none has ever done so.

Second, it appears that in 2009 the policy was changed. It was not a policy that was discussed with the judiciary. The reasons for the change were never discussed and no perspective of the judiciary was ever obtained. More importantly, although formally adopted, it was never implemented.

Specifically, its adoption in 2009 would have reduced the salary of Commissioner Basden at that time. That was not done. In 2019 when Commissioner Mack was hired, the policy was not implemented.

Third, there appears to be no reason to implement the policy at this time other than the fact that it has been discovered to exist. There is no functional change in the qualifications or responsibilities of the Commissioner. To the court's knowledge, nobody has, or could, advance a reason why this position should be compensated at a lower rate. No reasons were articulated, at least to the judiciary, for the decision in 2009.

Fourth, a graduated pay increase for a full time Court Commissioner is inappropriate. It is not an increase that is based upon performance. It is not an increase that is based upon changing responsibilities. It is not an increase that is based upon keeping up with inflation. In fact, as part of the recession in 2008, the judiciary went a few years without pay increases even though County employees received their normal cost of living adjustments. The Court Commissioner is expected to assume the position and fulfill all of the duties of that position from day one. Superior Court will not be asking for additional help based upon the new Court Commissioner needing time to adjust to the position.

Fifth, the County has budgeted this position for 2023 at the rate of 90% of the judges salary.

Sixth, Court Commissioner responsibilities vary from county to county. In Clallam County, the Court Commissioner has a workload that justifies the salary that has been provided, even if that salary is different from what is provided in other locations.

A bit of historical perspective may be helpful.

In 2014 it became clear that the Court Commissioner position had, in terms of workload, become untenable. At that time the County Commissioners authorized the hiring of a part-time commissioner and allotted \$21,000 per year for that purpose. This amount was above and beyond the normal Pro-Tem Commissioner budget that remained in place for needed "fill-in" assistance. Prior to his appointment as a judge to the Superior Court Bench, Brian Coughenour filled that position.

Upon Judge Coughenour's appointment as a Superior Court Judge, an effort was made to find a replacement. The court was unable to find an attorney willing to take that part-time position. As a temporary fix, Commissioner Basden's salary was adjusted to 95% of the Judge's salary¹, and he reassumed some of the responsibilities until a permanent solution could be found. This resulted in a savings to the County of about \$13,000 per year. But that approach was not sustainable.

¹ Part-Time Family Court Commissioner Agreement, June 1, 2015 – see attached Exhibit 1.

In 2019 Commissioner Basden was appointed as a Superior Court Judge. It was believed at that time that reorganizing some of the Commissioner's responsibilities to fall to the Judges would allow for a return to the 90% salary for the commissioner position. A concerted effort was made by Judge Basden, Judge Erickson, and Judge Barnhart to reallocate the judicial responsibilities. That has been accomplished.

Despite the fact that the judicial needs for Superior Court² are 4.5 judicial officers, there remains a commitment to not seek additional judicial resources. But the reality of that decision is that all judicial positions, including that of the Court Commissioner, carry a workload in excess of the recommended workload.

It is perhaps worth noting that the term "judicial needs" is ambiguous. The resources available to judicial officers in one county are frequently different from what is available in another county. In many counties judges and commissioners have full-time research staff attorneys, individual bailiffs, and individual clerks to assist. If the judicial needs analysis really compared "apples to apples" with other counties, Clallam County, like other rural counties, would be significantly under-funded.

Seventh, salary surveys with other counties are extremely difficult. For example, Clallam County has a unified family court. This allows for families to have the benefits of a global approach to an understanding of the legal challenges they face. Specifically, a family may have members appearing simultaneously on one or more of the Truancy, At-Risk Youth, Juvenile Offender, Dependency, Protection Order, and family law calendars. Having a designated judicial officer handling those cases is invaluable in terms of continuity of approach. That is possible because of the court's decision to allocate the Court Commissioner's responsibilities in that way. The consequence is that it creates a significant workload for the Court Commissioner. Other counties take different approaches, and presumably arrive at compensation decisions in accordance with their practices.

Eighth, judicial needs estimates do not adequately account for some of the work of the Commissioner position. Therapeutic courts are not considered in judicial needs estimates. Accordingly, the Court Commissioner's responsibility for L.I.F.T. Court goes uncounted. The recent efforts to better meet the needs of Indian children, and families with infants and toddlers in the dependency system take judicial resources, but are not currently counted in determining judicial needs estimates.

As a judiciary we appreciate the efforts of the County Commissioners to be supportive of the courts. We have seen and experienced that support in tangible ways. We are respectful of the role of the different branches of government. We will always advocate for the best interests of the court but will also accept and support the decision of the Commissioners, both when we agree and when we do not agree.

² Superior Courts – Judicial Needs Estimate by Full-Time Equivalents, 2020, Projected Findings – see attached Exhibit 2.

Thank you for your careful consideration of this issue.

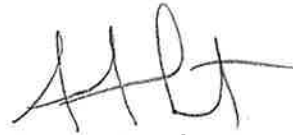


Lauren Erickson
J U D G E

Sincerely,



Brent Basden
J U D G E



Simon Barnhart
J U D G E

cc: Rich Sill, County Administrator/HR Director
Mark Lane, Chief Financial Officer

Enclosure/Attachments

PART-TIME FAMILY COURT COMMISSIONER AGREEMENT

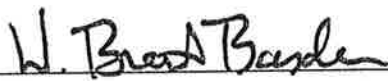
861.15.003

This Memorandum of Agreement (Agreement) is made and entered into effective June 1, 2015, by and between the Superior Court of the State of Washington for Clallam County and Commissioner Brent Basden.

1. **Undertaking:** Commissioner Basden agrees to perform the additional judicial duties related to the following case types: (1) Truancy; (2) Youth at Risk; (3) Children in Need of Services; and (4) Child Support Contempt/Review Matters. Commissioner Basden will act as both a Statutory and Constitutional Commissioner in fulfilling these duties.
2. **Compensation:** Commissioner Basden shall be compensated at the rate of 5% of his normal salary for performing the additional judicial duties described above.
3. **Agreement:** This agreement will renew automatically on June 1st each year unless either party terminates in writing. The contract is terminable at will by either party.

IN WITNESS WHEREOF, the parties have each subscribed this Agreement to take effect on June 1, 2015.

By: 
Erik Rohrer, Judge

By: 
W. Brent Basden, Commissioner

By: 
Jim Jones, Jr., County Administrator

(Exhibit 1)



CONTRACT SUMMARY

(This Form is used for contracts to be approved by the Administrator)

Department: 00100.861 Superior Court

Date Submitted: 6-5-2015

Required Originals: Attached? ☒

Prosecutor Review? Yes: ☐ No: ☒

Item Summary:*

☒ Contract/Agreement/MOU** Contract # 861.15.003

Executive Summary:

With Commissioner Coughenour's judicial appointment, the Court needs to fill the Part-time Family Court Commissioner position. The Court negotiated an agreement with Commissioner W. Brent Basden to absorb those additional commissioner calendars with a 5% salary increase of his normal salary. Commissioner Basden will take over Truancy, Youth at Risk, Children in Need of Services and Child Support Contempt Calendars.

While Commissioner Coughenour received \$1,750 per month, Commissioner Basden's 5% salary increase amounts to \$586.36 per month. This is an approximate reduction and/or savings of \$6,782 for 2015.

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)

Will result in a decrease in expenditures.

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

Approval of attached Part-Time Commissioner Agreement.

County Official Signature: Ann R. [Signature]

Clevenger, Melinda

From: Jones, Jim
Sent: Friday, May 22, 2015 9:47 AM
To: Clevenger, Melinda; Sill, Richard
Subject: RE: Part-Time Commissioner Position

Lindy,

While I very much appreciate the attempt to look for savings, like you identify with this plan, the 2016 budget is likely going to get so much more complicated for all General Fund Departments, that I don't think it is wise to make a change right now expecting it will last for 2016. I would be happy to come talk with you and the judges, in private, at their convenience, to share my thinking and concerns.

Jim

From: Clevenger, Melinda
Sent: Friday, May 22, 2015 8:54 AM
To: Jones, Jim; Sill, Richard
Subject: Part-Time Commissioner Position

I am writing for direction on how best to proceed.

With Com. Coughenour's judicial appointment, the court needs to fill the part-time commissioner position. The part-time commissioner position is budgeted at \$21,000 per year. The court is proposing that Com. Basden absorb the three commissioner calendars provided that he is given a 5% salary increase to 95% of a Superior Court Judge salary. This would result in \$13,173 savings for the 2016 budget. Less of a savings this year since we have paid Com. Coughenour thru May.

In one sense, this is similar to a reclassification with additional duties & additional pay. However, by County Resolution, Com. Basden is paid 90% of the Judge's Salary. An increase to 95% would most likely need a Board work session and new resolution.

Thank you. Lindy
X2386

Superior Courts	Superior Courts - Judicial Needs Estimate by Full-Time Equivalents, 2020 Projected Filings ¹				
	Judges	Authorized but Unfilled Judge Positions ²	Full-Time Commissioners	Part-Time Commissioners (Equivalent FTE)	Total Estimated Judge Need ³
Adams	1.0				0.90
Asotin, Garfield and Columbia	1.0				2.02
Benton & Franklin	7.0		3.00		12.02
Chelan	3.0	1.0	1.00	0.03	4.29
Clallam	3.0		1.00		4.51
Clark	10.0		3.00	0.40	15.82
Cowlitz	5.0			0.79	6.91
Douglas	1.0				1.50
Ferry/Stevens /Pend Oreille (Ferry)	2.0		1.00		3.87
Grant	3.0		1.00		4.70
Grays Harbor	3.0			0.25	4.54
Island	2.0				2.98
Jefferson	1.0			1.50	1.63
King	53.0		9.00		76.40
Kitsap	8.0		1.00		10.29
Kittitas	2.0				2.12
Klickitat/Skamania	1.0			0.16	1.57
Lewis	3.0		1.00	0.28	6.20
Lincoln ⁴	1.0				1.13
Mason	3.0			0.88	3.24
Okanogan	2.0			0.40	2.43
Pacific/Wahkiakum ⁵	1.0				1.53
Pend Oreille (See Ferry)					
Pierce	22.0	2.0	9.00		30.22
San Juan	1.0				0.79
Skagit	4.0		1.00	0.35	6.78
Skamania (See Klickitat)					
Snohomish	15.0		5.00		21.51
Spokane	12.0	1.0	8.00		23.93
Stevens (See Ferry)					
Thurston	8.0		3.00		14.06
Wahkiakum (See Pacific)					
Walla Walla	2.0			0.50	2.97
Whatcom	4.0		3.00	0.80	8.46
Whitman	1.0				1.45
Yakima	8.0		2.00	0.50	11.89
Statewide Total	193.00	4.00	52.00	6.84	292.66

Staffing levels measured are those in effect on 12/31/2019.

¹ Year 2020 projected filings are based on the previous five-year filing trends of the various case types in a given court.

Needs estimates are based on the previous five years of data for the number of total judicial officers and case resolutions.

(Exhibit 2)

**LEGAL ACTION REQUEST
FOR CLALLAM COUNTY PROSECUTING ATTORNEY**

DEPARTMENT: Superior Court

DATE: 1/11/23

Legal action requested or question you desire to be answered:

Would you please review the attached two Draft Policy documents with track changes regarding Policy 220 (Classification, work hours and compensation) section .20 (Compensation), and Policy 225 (Employee Benefits) section .3 (Vacation Leave) and return to us by Tuesday, January 17, 2023, with your approval or any comments/suggestions that may be needed.

This is a rush request that is time sensitive in regard to the salary and benefits of the Family Court Commissioner position that we are currently advertising for and closes on 1/19/23.

If request is for contract review:

- Is this for a subcontract under a grant or other contract for private, state or federal funding? Yes ☐ No ☒
- Have you previously submitted subcontracts under the grant or contract for review? Yes ☐ No ☒
- If both responses are "yes," identify:
 - Granting/contracting entity: _____
 - Grant/contract number: _____
 - Date of grant/contract: _____
- If the first is answered "yes" and the second "no," please provide a copy of the grant or contract.

Legal action needed by: 1/17/22

(date)

Please attach any materials necessary or helpful to the attorney in accomplishing this request.

Lacey Halberg, ext. 2386

Official Requesting Action Ext. _____

PROSECUTING ATTORNEY USE ONLY:

Referring Dept.	_____
Date Received	_____
Opinion Rendered	_____
Reviewed by MBN	_____

Halberg, Lacey

From: Boughton, Dee
Sent: Tuesday, January 17, 2023 1:09 PM
To: Halberg, Lacey; Stanley, Elizabeth
Cc: Cincotto, Kari
Subject: RE: Draft Policy Review Request - 220 and 225

Lacey,

I have reviewed the draft amendments, and approve them "as to form". You can include this email with your agenda summary to the BoCC.

Best,

Bert Dee Boughton | Deputy Prosecuting Attorney | Clallam County
223 E. 4th Street, Ste. 11 | Port Angeles, WA 98362 | desk: 360.565.2720 | fax: 360.417.2543 |
dee.boughton@clallamcountywa.gov

From: Halberg, Lacey <lacey.halberg@clallamcountywa.gov>
Sent: Wednesday, January 11, 2023 12:29 PM
To: Boughton, Dee <dee.boughton@clallamcountywa.gov>; Stanley, Elizabeth <elizabeth.stanley@clallamcountywa.gov>
Subject: Draft Policy Review Request - 220 and 225

Re: Draft Policy Review Request – 220 and 225

Good afternoon,

Please see the attached LAF outlining our request and two policies with track changes for your review. This is a rush request as we would like to get this scheduled before the BOCC on 1/23 for review. Please let me know if you have any questions.

Lacey Halberg | Superior Court Administrator
223 E. 4th Street, Suite 8 | Port Angeles, WA 98362
Ph. 360-417-2386 | Fax 360-417-2581 | lacey.halberg@clallamcountywa.gov



AGENDA ITEM SUMMARY

JAN 23 2023

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

Department: Superior Court

WORK SESSION ☒ **Meeting Date: 1/23/23**

REGULAR AGENDA ☒ **Meeting Date: 1/31/23,**

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 Modification of Current County Policy 225 |

Documents exempt from public disclosure attached: ☐

Executive summary:

Superior Court is asking for review of County Policy 225 "Employee Benefits" in regard to the Court Commissioner salary. This position was established in 1991 at a pay range of 90% of the judges' salary which is set by the State. Currently this position has become vacant, and we are advertising for a new Court Commissioner, however, we noticed that there was a policy change implemented in 2009 stating a different benefits package for the Court Commissioner. We are asking the Board to review this policy and consider our request to amend as stated in the attached letter and supporting documents submitted on behalf of Superior Court.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
 The funds for this position are currently in our 2023 budget, no budgetary impact.

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

Adopt our request to amend County Policy 225, Employee Benefits

County Official signature & print name:

Lauren Erickson Lauren Erickson

Name of Employee/Stakeholder attending meeting:

Lacey Halberg Lacey Halberg

Relevant Departments:

Superior Court Superior Court

Date submitted:

1/18/23

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

Agenda Item Summary - Court Commissioner Policy 225 Employee Benefits

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

Revised: 3-04-2019

PUBLIC HEARING

Amending Clallam County Policy 225 Employee Benefits

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday February 14, 2023 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the policy listed above. All proposed policies are 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: 360.417.2233

FORMAL IDENTIFICATION: Amending Clallam County Policy 225 Employee Benefits
Compensation

SUMMARY OF PROPOSED CHANGES:

Amending Policy 225 Employee Benefits. See copy of full Policy details at:
<https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

Publish: February 3, 2023
Bill: Superior Court Administrative Office

Loni Gores, MMC, Clerk of the Board



RESOLUTION _____, 2023

ADOPTING AMENDMENTS TO
POLICY 225 EMPLOYEE BENEFITS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Formal policies and procedures were developed and implemented in 2004 to ensure accountability in government and consistency of process.
2. Periodic updates are required as government rules and regulations change as well as current practices.
3. The proposed amendments to the policy were posted on the Intranet to allow staff time to review and comment. Prosecuting Attorney's Office reviewed the policy amendments.
4. A public hearing was held February 14, 2023 to solicit testimony.

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

1. The amendments to Policy 225 Employee Benefits are adopted for inclusion in the Clallam County Administrative Policy Manual.

PASSED AND ADOPTED this 14th day of January, 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mike French

Table of Contents

**EMPLOYEE BENEFITS
Policy 225**

.1	POLICY	1
.2	HOLIDAYS	1
2.1	STANDARD COUNTY HOLIDAYS	1
2.2	STANDARD FLOATING HOLIDAYS	1
2.3	UNPAID HOLIDAYS FOR REASON OF FAITH OR CONSCIENCE	2
2.4	ELIGIBILITY FOR HOLIDAY BENEFITS	2
2.5	HOLIDAY DURING LEAVE	2
2.6	WORK PERFORMED ON HOLIDAYS	3
.3	VACATION LEAVE	3
3.1	VACATION LEAVE ACCRUAL	3
3.2	ELIGIBILITY FOR VACATION BENEFIT	3
3.3	MAXIMUM ACCRUAL	3
3.4	ACCRUAL OVER MAXIMUM NOT ALLOWED	4
3.5	VACATION TRANSFER	4
3.6	CALL BACK DURING VACATION PERIOD	4
3.7	CANCELING VACATION	4
3.8	USE OF VACATION LEAVE UPON RESIGNATION OR RETIREMENT	4
3.9	USE OF VACATION	65
3.10	EXTENDED VACATION	65
3.11	TRANSFERRING VACATION TO ANOTHER EMPLOYEE	65
3.12	MAXIMUM DONATED LEAVE	76
3.13	FORFEITURE OF DONATED LEAVE	76
3.14	CASH OUT OF VACATION ACCRUAL	76
.4	SICK LEAVE	87
4.1	SICK LEAVE ACCRUAL	87
4.2	ELIGIBILITY FOR SICK LEAVE	87
4.3	USE OF SICK LEAVE	87
4.4	USE OF OTHER ACCRUED LEAVE FOR SICKNESS	98
4.5	EXTENDED MEDICAL LEAVE	98
(1)	<i>Unanticipated Extended Medical Leave</i>	<i>98</i>
(2)	<i>Anticipated Leave of Absence</i>	<i>98</i>
(3)	<i>Reports Required for Continued Disability</i>	<i>109</i>
(4)	<i>Release to Return to Work Required</i>	<i>109</i>
(5)	<i>Effect of Sick/Medical Leave on Other Benefits</i>	<i>109</i>
(6)	<i>Verification Alternatives</i>	<i>109</i>
	<i>When verification is required, employees may assert that verification results in an unreasonable burden or expense</i>	<i>109</i>
4.6	ILLNESS DURING VACATION	1110
4.7	SICK EMPLOYEES REQUIRED TO NOTIFY SUPERVISOR	1110
4.8	ABUSE OF SICK LEAVE	1110

4.9	AN EMPLOYEE MAY FILE A COMPLAINT WITH THE DEPARTMENT OF LABOR & INDUSTRY FOR REASONS SET FORTH IN WAC 296-128, INCLUDING THE FOLLOWING:.....	1110
.5	EMPLOYEE LEAVE USAGE DURING EMERGENCIES	1211
5.1	EMPLOYEE INITIATED ABSENCES DUE TO INCLEMENT WEATHER.....	1211
5.2	CLOSURE OF COUNTY FACILITIES	1211
5.3	LEAVE IN AN EVACUATION	1211
.6	LEAVE OF ABSENCE	1312
6.1	AUTHORIZATION FOR LEAVE – REQUESTS TO BE IN WRITING	1312
6.2	LEAVE OF ABSENCE WITH PAY	1312
6.3	LEAVE OF ABSENCE WITHOUT PAY	1413
6.4	WORKING WHILE ON LEAVE OF ABSENCE	1413
6.5	EFFECT OF LEAVE ON BENEFITS	1413
.7	STATUTORY LEAVE	1514
7.1	MILITARY LEAVE.....	1514
7.2	SPOUSAL MILITARY DEPLOYMENT LEAVE	1514
7.3	WASHINGTON FAMILY CARE ACT	1514
(1)	<i>Reasons for leave under the Washington Family Care Act.....</i>	<i>1514</i>
(2)	<i>Definitions for Purposes of this Section</i>	<i>1615</i>
(3)	<i>Employee Required to Notify County.....</i>	<i>1716</i>
7.4	FAMILY AND MEDICAL LEAVE ACT (FMLA).....	1716
(1)	<i>Reasons FMLA may be Granted</i>	<i>1716</i>
(2)	<i>Definitions.....</i>	<i>1817</i>
(3)	<i>Coverage and Eligibility.....</i>	<i>2322</i>
(4)	<i>Use of Accrued Paid Leave Required</i>	<i>2423</i>
(5)	<i>Leave to Run Concurrently.....</i>	<i>2423</i>
(6)	<i>Notice Requirements.....</i>	<i>2423</i>
(7)	<i>Medical Certification Required</i>	<i>2423</i>
(8)	<i>Effect of FMLA on Benefits</i>	<i>2524</i>
(9)	<i>Job Protection</i>	<i>2625</i>
(10)	<i>Non-Application to "Key Employees"</i>	<i>2625</i>
(11)	<i>Appeal Procedure.....</i>	<i>2625</i>
7.5	VACATION LEAVE DONATIONS FOR EMPLOYEE ON FMLA	2726
7.6	WASHINGTON STATE FAMILY LEAVE (FLA).....	2726
7.7	PREGNANCY DISABILITY LEAVE	2726
(1)	<i>Notice Required.....</i>	<i>2726</i>
(2)	<i>Medical Certification</i>	<i>2827</i>
(3)	<i>Second Opinions</i>	<i>2827</i>
(4)	<i>Use of Accrued Sick and Vacation Leave; Leave Donation.....</i>	<i>2928</i>
(5)	<i>Concurrent Leave.....</i>	<i>2928</i>
(6)	<i>Effects on Benefits.....</i>	<i>2928</i>
7.8	LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE	2928
(1)	<i>Eligibility for Leave.....</i>	<i>2928</i>
(2)	<i>Terms of Leave.....</i>	<i>2928</i>
(3)	<i>Notice Required.....</i>	<i>3029</i>
(4)	<i>Verification of Leave</i>	<i>3029</i>
(5)	<i>Confidentiality</i>	<i>3029</i>

(6) Job Restoration, Other Rights	3029
(7) Effects on Benefits	3130
(8) Protection against Retaliatory Actions.....	3130
.8 RETIREMENT	3130
8.1 MEMBERSHIP REQUIRED	3130
8.2 EMPLOYEE CONTRIBUTION	3130
8.3 COUNTY CONTRIBUTION	3130
8.4 EXCESS COMPENSATION FOR PERS 1 PLAN PARTICIPANTS	3130
.9 SOCIAL SECURITY	3231
9.1 EMPLOYEE CONTRIBUTION	3231
9.2 COUNTY CONTRIBUTION	3231
.10 DEFERRED COMPENSATION	3231
.11 MEDICAL, DENTAL AND VISION INSURANCE	3231
11.1 ELIGIBILITY	3231
11.2 COVERAGE DURING LEAVES OF ABSENCE	3231
11.3 TERMINATION OF COUNTY PAID COVERAGE	3332
11.4 COBRA OPTION.....	3332
11.5 COVERAGE CONVERSION	3332
11.6 PUBLIC EMPLOYER RETIREE HEALTH PLAN.....	3332
11.7 HEALTH CARE FRAUD.....	3332
.12 VOLUNTARY AND OPTIONAL INSURANCE	3332
.13 FLEXIBLE BENEFITS	3433
.14 HRA VEBA	3433
.15 RETIREMENT HEALTH SAVINGS PROGRAM	3433
.16 UNEMPLOYMENT INSURANCE	3433
.17 WORKERS COMPENSATION	3433
17.1 TIME LOSS COMPENSATION	3534
17.2 WORKER'S COMPENSATION SUPPLEMENT	3534
17.3 BENEFIT ACCRUALS DURING LEAVES OF ABSENCE FOR DISABILITIES IN EXCESS OF FEDERAL MEDICAL LEAVE OR THE PREGNANCY DISABILITY ACT	3534
17.4 PROVISIONAL TIME LOSS	3635
17.5 THIRD PARTY ADMINISTRATOR.....	3635
17.6 CONCURRENT LEAVE.....	3635
17.7 TIME LOSS – TRANSITIONAL EMPLOYMENT	3635
17.8 RETIREMENT SERVICE CREDIT.....	3736
17.9 INCIDENT/ACCIDENT INJURY REPORTING REQUIREMENTS	3736
17.10 GIVING OF FALSE INFORMATION A FELONY	3736
.18 BENEFITS FOR JOB SHARE POSITIONS	3837

.19 BENEFITS FOR COUNTY OFFICIALS, CHARTER EXEMPT AND NON-REPRESENTED EMPLOYEES.....	<u>3837</u>
19.1 MEDICAL BENEFITS	<u>3837</u>
19.2 DEFERRED COMPENSATION.....	<u>3938</u>
19.3 OTHER BENEFITS	<u>3938</u>
19.4 LEAVE BENEFITS FOR COURT COMMISSIONERS	<u>3938</u>
19.5 PROVISIONS SHOULD NO LABOR AGREEMENT BE IN PLACE	<u>3938</u>
.20 LEOFF 1 RETIREE MEDICAL INSURANCE	<u>4039</u>
.21 TUITION REIMBURSEMENT PROGRAM.....	<u>4039</u>

DRAFT

EMPLOYEE BENEFITS

.1 POLICY

Fringe benefits are granted to regular employees as a part of total compensation. Eligible full-time employees shall accrue benefits based on the established hours for the workweek. Eligible part-time employees accrue benefits based on a percentage of a full time 40-hour position. Appointed Department Heads accrue benefits as specified in the individual employment agreement between the Department Head and the Board of County Commissioners. The Court Reporter, an exempt employee under the RCW and the charter, shall not accrue holiday, vacation, or sick leave benefits under this policy. For all other charter exempt, non-represented, and other employees unless otherwise specified by contract, the following benefits, rules, and procedures apply:

.2 HOLIDAYS

2.1 Standard County Holidays

The following days shall be recognized as the Standard County Holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day following Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25

Whenever a standard holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday; and whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

2.2 Standard Floating Holidays

Unless otherwise provided by contract, benefited employees shall receive four (4) standard floating holidays earned on 1 January of each year (or after 180 days of employment for new employees). Use of floating holidays is selected by mutual agreement of the employee and supervisor.

Floating holidays must be used by December 31 of each year or be lost. Employees who have not used their floating holidays and transfer to another department within the County are entitled to transfer their remaining floating holidays for use prior to the end of the calendar year. Employees may use floating holidays during their two (2) week notice of termination.

2.3 Unpaid Holidays for Reason of Faith or Conscience

Employees are entitled to two unpaid holidays per calendar year for a reason of faith or conscience, or for an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The two unpaid holidays must be used in full day increments and if not taken within a calendar year do not carry over from one year to the next.

At least 14 calendar days in advance of the desired unpaid holiday(s), the employee must submit a written request to his or her supervisor to take the desired days(s) off. The employee will be allowed to take the two unpaid holidays on the days he or she has selected unless the employee's supervisor determines the absence would unduly disrupt operations, impose an undue hardship, or the employee is necessary to maintain public safety. The term "undue hardship" is defined in WAC 82-56-020). If more than one employee per department or division submits a request for the same date(s), requests will be granted, to the extent possible, in order of submission.

2.4 Eligibility for Holiday Benefits

Benefit eligible employees who have completed one week of continuous employment shall be eligible for holiday benefit. Eligible part-time employees, regardless of their daily schedule, will receive pro-rated holiday pay off based on their regular weekly hours. If the holiday falls on an employee's regularly scheduled day off, they must take their next actual workday off.

Holiday pay shall not be authorized if an employee has previously resigned, has been laid off, discharged or suspended prior to the holiday.

2.5 Holiday during Leave

Should an employee be on authorized paid leave when a holiday occurs, such holidays shall not be charged against such leave.

2.6 Work Performed on Holidays

If an FLSA exempt employee taking standard county holidays works on any of the holidays listed above, he/she shall, in addition to his/her pay for the hours worked, be entitled to administrative leave on an hour-for-hour basis.

3 VACATION LEAVE

3.1 Vacation Leave Accrual

Unless otherwise provided by contract, all regular full-time employees shall accrue vacation leave monthly based upon the following schedule:

Months of Service	Hours per Month	Days per Year
0 thru 48	8	12
49 thru 108	10	15
109 thru 168	12	18
169 thru 204	14	21
Over 204	16.666	25

Benefit eligible employees working less than 40 hours per week accrue vacation leave prorated based upon the fixed percentage of a full time equivalent. (For example, an employee designated at 60 percent FTE works 24 hours per week and receives 60 percent of a full time employee accrual rate. One FTE = 40-hours.

Vacation accrual is represented as hours earned, not days, nor dollars. The current wage rate will be used for purposes of vacation accrual transfer or payoff.

Total years of continuous County service in benefit eligible positions adjusted by any leave without pay shall be used for calculating vacation leave accrual.

The benefited Superior Court Commissioner will accrue vacation benefits at the rate of 16.666 hours per month commencing with employment.

3.2 Eligibility for Vacation Benefit

Benefit eligible employees earn vacation benefits. Employees may use only what has been accrued through the end of the month prior to the month when vacation is taken.

3.3 Maximum Accrual

Accrued vacation time for non-represented employees shall be limited to a maximum of 480 hours based on the employee's scheduled hours. The employee may only be paid for a maximum of 400 hours upon separation.

Maximum accrual of vacation time for employees represented by collective bargaining is governed by their respective collective bargaining agreement.

3.4 Accrual Over Maximum Not Allowed

Accrual beyond the maximum rate shall be forfeited at the end of each month the employee is at or above the maximum vacation accrual at the end of the last working day of the month.

3.5 Vacation Transfer

When an employee transfers from a department in one budget fund to a department in another budget fund, the transferring department shall calculate the value of the vacation accrual owed to the employee and deposit that amount with the receiving department. The rate of pay used for calculation shall be the employee's rate of pay in the transferring department.

3.6 Call Back During Vacation Period

An employee who is called back to work during a scheduled vacation period shall be paid for regular hours worked at double the normal hourly rate and for any overtime hours worked at triple the normal hourly rate. Employees called back from vacation shall be guaranteed a minimum of two hours' pay. PROVIDED, HOWEVER; if an employee is called back to work because of emergency beyond the County's control, the above-described increased rates of compensation do not apply. Under these circumstances, employee will receive a guaranteed minimum of two hours at the regular rate of pay.

3.7 Canceling Vacation

Once approved, an employee's vacation period should be respected unless an unforeseeable emergency exists that requires the employee's presence. If the employee's vacation should be so canceled, the employee may reschedule vacation to a future date, and such schedule shall be given priority by the County Official, provided it does not cause a conflict with other scheduled vacations. Cancellation of vacation shall not be done in a capricious or arbitrary manner.

3.8 Use of Vacation Leave upon Resignation or Retirement

An employee who resigns or retires from the County's service may only use vacation leave to complete the month of service in which resignation or retirement occurs.

DRAFT

3.9 Use of Vacation

Employees are encouraged to schedule vacation annually. A minimum 2-week vacation from employment with the County is recommended.

Employees shall request their vacation time between January 1 and the last working day in March of each year. If in the opinion of the County Official, too many requests are received for the same time period, seniority by unit shall prevail. Any requests received after the last working day in March shall be considered on a first-come, first-served basis.

Use of vacation leave in less than full day increments is discouraged; however, such leave may be granted by the County Official with a minimum notice of 2-working days. Granting of such leave shall be subject to operational needs.

3.10 Extended Vacation

An employee who intends to use extended vacation (a period exceeding 4 weeks) shall make a request for vacation leave in writing to the County Official a minimum of 3 months in advance of the anticipated departure time. The purpose of the 3-month lead-time is to give the County Official sufficient notice to properly schedule and distribute the workload within the department. Conflicts in scheduling shall be resolved by the County Official, usually using seniority by unit as the determining factor.

3.11 Transferring Vacation to another Employee

Employees may donate accrued vacation leave to another employee when that employee is on Family Medical Leave (FMLA) and does not have sufficient accrued leave to remain in paid status. The employee donating leave may only do so on the form provided by the County. It is not subject to any grievance or appeal procedure, up to and including arbitration, or legal action in any court of competent jurisdiction.

Donated leave shall be subject to the following guidelines:

- a. Employees may only donate vacation leave already accrued. No other leave is allowed to be donated.
- b. Leave donation may only occur if the receiving employee is on Family Medical Leave due to his or her own serious health condition, or due to the need to care for a family member's serious health condition, as defined under the Family Medical Leave Act of 1993 and subsequent case law or an ADA accommodated leave that is granted contiguous with the Family Medical Leave, or Pregnancy Disability Leave as defined under the Washington State Family Leave Act (RCW Chapter 49) preventing the employee's return to work and that employee has exhausted all accumulated vacation time, sick time or other leave with pay to

which the employee is entitled; leave donation may not be made to employees who are on Workers Compensation time loss benefit.

- c. Employees who do not qualify for Family Medical Leave and have less than one year of service may receive up to 6 weeks donated leave;
- d. Donated leave shall be credited to the receiving employee's sick leave account in increments equal to the total number of hours in the workday of the recipient employee; i.e., 7.5, 8, 9.5, 10 and will be used on an "as needed" basis in the order donation forms are received by the County.
- e. Donated leave shall only be used for purposes of designated Family Medical Leave, or in the event the full 12 weeks of FMLA has been exhausted, then only for a continued ADA accommodated leave of absence for a terminally ill employee or the continued care of an employee's terminally ill family member; provided such leave has been applied for and designated prior to the expiration of the 12 weeks of designated FMLA.
- f. Donated leave shall be applied in the same date order that it is received.
- g. Donated Leave is not subject to cash payment upon separation nor shall leave be credited beyond that necessary for return of the employee to work. Unused donated leave shall be returned to the donor.

3.12 Maximum Donated Leave

The maximum donated leave an employee may receive during a consecutive five-year period shall not exceed 12 weeks, based upon the employee's normal workweek. Five-year period means a rolling five-year period measured backward from the date donated leave is used and continuous with each additional day of donated leave used. If the employee is terminally ill or the employee is caring for a family member (as defined by the FMLA) who is terminally ill, the maximum donated leave provision shall not apply (see 3.11 e. above).

3.13 Forfeiture of Donated Leave

In the event an employee is found to have abused this donation policy by using accrued vacation for vacation purposes during any period of authorized Family Medical Leave, all remaining donated leave shall be forfeited and returned to the donor.

3.14 Cash out of Vacation Accrual

Cash out of accrued vacation is not normally allowed except subject to policy upon separation. An employee with extreme hardship as defined in the Internal Revenue Code may make application to the Administrator to cash out up to 300 hours of accrued vacation leave. If approved, the employee's maximum accrual will be permanently reduced by the amount of leave cashed out.

.4 SICK LEAVE

It is the policy of the County to provide employees with sick leave as a financial protection against illness, injury, or temporary disability. Temporary disability is defined as the inability to perform assigned duties due to physical impairment, whether caused by pregnancy, accident, disease or other related factors.

4.1 Sick Leave Accrual

Full time benefitted employees accrue sick leave at the rate of 8-hours per month. Unless otherwise stated in a collective bargaining agreement, benefit eligible employees working less than 40-hour workweeks accrue based upon the fixed percentage of a full time equivalent. (For example, an employee designated at a 60 percent FTE works 24-hours per week and receives 60 percent of a full time employee accrual rate. One FTE = 37.5 hours or more.)

Non-benefitted employees shall accrue sick leave at the rate of one hour per 40 hours actually worked.

Sick leave may be accrued without limit. All unused accrued sick leave shall carry over to the following year.

4.2 Eligibility for Sick Leave

Eligibility for use of sick leave is established after one month of continuous employment. Employees may use only what has been accrued through the end of the month prior to the month when sick leave is taken.

4.3 Use of Sick Leave

Accumulated sick leave may be used for the following purposes:

- a. An employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventative medical care.
- b. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care. Family member means any of the following: child, parent, spouse, registered domestic partner, parent of employee's spouse or registered domestic partner, grandparent, grandchild, or sibling.

- c. When the employee's place of business has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- d. For absences that qualify for leave under the Domestic Violence Leave Act.

If an employee uses paid sick leave under circumstances that do not qualify as FMLA Leave, the leave will not count against the 12 weeks of FMLA leave to which the employee is entitled. For example, paid sick leave used for a medical condition that is not a serious health condition or a condition lasting under 3 days does not count toward the 12 weeks of FMLA leave entitlement.

The Family Medical Leave Act, Washington Family Care Act, and Pregnancy Disability under Washington Family Leave are all administered differently. Employees should refer to each section later in this policy for details.

4.4 Use of Other Accrued Leave for Sickness

Employees who have insufficient sick leave accrued for a period of illness or temporary disability shall use all accrued vacation and comp time. Unpaid absence for sickness or injury not qualifying for Family Medical Leave or other statutory leave will be evaluated on a case-by-case basis and such employees may be subject to termination.

4.5 Extended Medical Leave

An extended medical leave is defined as an absence from work in excess of 3-workdays. An extended medical leave shall be subject to the County's rules in applying the Family and Medical Leave Act and Pregnancy Disability Leave.

(1) Unanticipated Extended Medical Leave

Where an employee has been absent from work for more than 3-workdays due to an unanticipated illness or disability, a physician's statement or other verification may be required to verify the employee's condition and prognosis.

(2) Anticipated Leave of Absence

Employees anticipating a leave for surgery, pregnancy disability, or any other anticipated disability are required to notify their County Official of the start date and the expected date of return to work. Any employee who desires an extended medical leave for other than pregnancy disability must submit a request, in writing, at least 10 days prior to the beginning of leave. In the event the employee has less than 10 days' notice of an extended medical leave, notice shall be given to the County Official as soon as possible. A request for an extended medical leave must be accompanied by a physician's statement,

including the anticipated beginning and length of disability, as well as a confirmation that the employee is unable to work during the leave period.

(3) Reports Required for Continued Disability

Updated physicians' reports shall be required for persons who have been on leave for 30-days, and shall be required every 30-days thereafter, unless otherwise specified in writing by the Director.

(4) Release to Return to Work Required

Prior to return to work, employees who have been on extended medical leave for their own health condition for 30 days or more shall submit a physician's statement certifying their ability to return to their normal duties and indicating any restrictions. In the event the employee is released to work with restrictions that impact the employee's ability to perform the essential functions, the County reserves the right to require additional medical opinion(s) to determine fitness for duty and make determinations concerning reasonable accommodation.

(5) Effect of Sick/Medical Leave on Other Benefits

Employee's seniority, benefit accruals, and retirement benefits will not be affected by a paid extended medical leave. An employee's adjusted hire date, adjusted classification date and retirement credit will be adjusted for any periods of unpaid leave of absence.

Employees on workers compensation leave have the right by statute to purchase retirement service credit.

(6) Verification Alternatives

When verification is required, employees may assert that verification results in an unreasonable burden or expense.

(a) The employee may provide an oral or written explanation which asserts that the use of paid sick leave was for an authorized purpose and explains how the verification requirement creates an unreasonable burden or expense.

(b) Within 10 days of receiving the employee's explanation, the County must consider the explanation and make a reasonable effort to identify and provide alternatives.

(c) If the County and employee disagree that the County's verification requirement results in an unreasonable burden or expense, the employee may file a complaint with the Department of Labor and Industries.

4.6 Illness during Vacation

Should an employee become ill while on vacation and require medical attention or hospitalization, the time ill may be charged to accumulated sick leave, provided the employee furnishes a certificate issued by a licensed physician or practitioner or other satisfactory evidence of illness.

4.7 Sick Employees Required to Notify Supervisor

An employee who cannot report to work due to illness or injury shall notify his supervisor or County Official according to departmental procedures no later than 30 minutes into the employee's regular shift. Notification of a co-worker is acceptable only after reasonable attempts to contact a supervisor and leaving a voice mail or other message for such supervisor. In the event of a continuing illness, the employee shall continue to notify his County Official daily of his inability to report to work or supply a doctor's statement of expected return date.

Scheduling of anticipated use of sick leave shall require a minimum of 2-day notice.

Emergency use of sick leave shall require a minimum of verbal notice to the immediate supervisor. Leaving the job without appropriate verbal notice shall result in an unexcused absence and denial of sick leave.

4.8 Abuse of Sick Leave

Abuse of sick leave is not tolerated by the County. Supervisors shall investigate suspected cases of sick leave abuse when they have reasonable suspicion to believe an employee may be misusing such leave.

4.9 An employee may file a complaint with the Department of Labor & Industry for reasons set forth in WAC 296-128, including the following:

- a. If an employer withholds payment for the use of paid sick leave due to use of sick leave for an unauthorized purpose, but the employee maintains that the use of paid sick leave was for an authorized purpose; or
- b. If an employee believes they were subject of retaliation for use of paid sick leave; or
- c. If an employee and employer disagree as to whether obtaining verification results in an unreasonable burden or expense on the employee;

.5 EMPLOYEE LEAVE USAGE DURING EMERGENCIES

5.1 Employee Initiated Absences Due to Inclement Weather

An employee who is unable to work, is late to work, or leaves work early because of unusual/inclement weather conditions may use a floating holiday, vacation leave, sick leave, or leave without pay. Subject to approval of their supervisor, the employee may also be authorized to work from home.

It is the responsibility of the employee to contact the employee's supervisor for approval of the anticipated absence from work due to weather conditions.

5.2 Closure of County Facilities

Partial day closure – When the determination is made to close County facilities due to inclement weather or other unusual circumstances, employees on duty who leave work due to the closure will be paid for the remainder of their scheduled shift and paid leave need not be charged.

When County facilities are closed, employees who were off duty at the time for other reasons, such as a scheduled vacation or previously approved sick leave, must use paid leave for the full shift as originally planned.

Full day closure – If closure of County facilities is announced in advance of employees' scheduled shift, employees may report to work with supervisor approval, work from home with supervisor approval, or use a floating holiday, vacation leave, sick leave, or leave without pay.

Essential employees and other employees who report to work, remain at work, or work from home during closures shall receive their normal rate of pay for the period worked (regular rate or overtime as appropriate) without additional compensation.

5.3 Leave in an Evacuation

In the event of an evacuation, employees must check in with the employees' supervisors after reaching a designated gathering point or safe location. If the Incident Commander or County Administrator determine that returning to the County facility will be delayed or time consuming, it will be at the discretion of each department head/supervisor whether to release department employees for the remainder of the day.

If released by a department head, employees may work from home with supervisor approval, or use a floating holiday, vacation leave, sick leave, or leave without pay. If following the evacuation the determination is made that County facilities should be closed, leave use will be governed by 5.2.

.6 LEAVE OF ABSENCE

Leave of absence may be granted to employees by the County Official subject to the following policies. Leave of absence for Sheriff's employees subject to Civil Service is granted according to Civil Service Rules.

6.1 Authorization for Leave – Requests to be in Writing

All requests for leave of absence, paid or unpaid, shall be submitted by the employee to the County Official in writing prior to the anticipated beginning of the leave period. Approval of leave of absence shall be in writing. Approval of unpaid leaves will be documented on a Personnel Action Form. No employee shall receive compensation for a period of absence unless leave is authorized. No leave of absence with or without pay shall be granted unless a request is submitted by the employee and approved in accordance with these rules. All leave shall be reported on the employee's payroll form.

6.2 Leave of Absence with Pay

Leave of absence with pay may be granted to benefit eligible employees for the following reasons and subject to the following conditions:

- a. Statutory leave – Including Family Medical Leave, Washington Family Care Leave, and Washington Pregnancy Disability Leave according to Section 6 of this policy.
- b. Jury duty – Employees required to appear for jury duty are expected to utilize telephone and other systems designed to minimize their work absence. Any per diem received while on leave with pay status must be reimbursed to the County. The County will not reimburse employees for travel while on jury duty. Any mileage or payment for other expenses may be retained by the employee.
- c. Bereavement leave – In the event of the death of an immediate family member, a benefit eligible employee shall, upon written request, be granted up to 3-working days leave of absence with pay to make household arrangements and to arrange for and attend the funeral. Employees may request additional leave if necessary to exceed this 3-day period. All such additional leave shall be charged to accrued vacation and accumulated comp time; or to leave without pay in the event the employee has no accruals available to draw from.

- d. Military leave – As required by statute and in accordance with section 12.1 of this policy.
- e. Administrative leave – As detailed in County Policy 235, Investigation of Complaints and Discipline

Workers who are not benefit eligible shall not be granted leaves with pay under the above or any circumstances. Such employees shall be compensated for only those actual hours worked in County service.

6.3 Leave of Absence without Pay

Leave without pay may be granted to employees who have no accrued paid leave subject to the following conditions. It is the policy of Clallam County that leave without pay be granted only in unusual or emergency circumstances or as required by statute. Employees who routinely use all other accrued leave do not have a right to leave without pay. County Officials should evaluate the ability of the employee to perform his/her essential job duties prior to granting leave without pay. Leave without pay may be granted for the following:

- a. Emergency absence necessary because of illness as stated in Family Medical Leave Act of 1993 (FMLA); or, Pregnancy Disability under Washington Family Leave Law.
- b. Disciplinary Suspension.
- c. Other emergency or unusual circumstance as approved by the County Official and Administrator.

6.4 Working While on Leave of Absence

Employees on authorized Family Medical Leave, Pregnancy Disability Leave, ADA, Workers Compensation, or accrued sick leave may accept other employment or engage in self-employment or business only with prior written authorization of the County Official and Director.

6.5 Effect of Leave on Benefits

Employees shall continue to accrue benefits during leave with pay. Benefit accruals shall be proportionately reduced for periods of leave without pay and except as specifically noted employees on leave of absence without pay shall not accumulate vacation, sick, or other leave during any month in which they actually work less than 80 hours. In addition, the Adjusted Date of Hire and the Adjusted Date of Classification shall be modified by the amount of leave for employees on unpaid leave of absence.

.7 STATUTORY LEAVE

7.1 Military Leave

Employees and County Officials who are members of the reserve components of the Armed Forces of the United States or the State of Washington will be accorded all rights to which they are entitled under Washington and federal law, as may be amended periodically. Military leave shall be without loss of benefits or seniority for up to a total of 21-workdays during each year beginning October 1st and ending September 30th, and the County will maintain insurance benefits ordinarily provided by the County to the employee during any military leave period which does not exceed 21 continuous days in a single calendar year.

Reservists activated beyond 21 days per year shall be placed on unpaid leave of absence as provided by law for the period of their activation. Activated reservists may elect to use accrued vacation leave in lieu of leave without pay. Upon involuntary activation during an armed conflict, an employee or County Official who enrolls in COBRA to continue medical benefits shall be entitled to receive reimbursement for the County's contribution to health care up to a maximum of six months. Contributions beyond six months must be requested in writing prior to the end of the six-month period and will be considered at the discretion of the Board of Commissioners.

7.2 Spousal Military Deployment Leave

An employee who works an average of 20 or more hours a week and who is a spouse or registered domestic partner of a military service member may take up to 15-days of unpaid leave while the military service member is on leave from deployment, or before and up to deployment, during times of military conflict declared by the President or Congress. The employee must provide their County Official and Human Resources with notice of intent to take leave within 5-business days of receiving official notice that the employees' spouse will be on a leave or of an impending call to duty.

7.3 Washington Family Care Act

The Washington Family Care Act allows benefit-eligible employees who have unused accrued leave to take such leave subject to the following conditions.

(1) Reasons for leave under the Washington Family Care Act

An employee may use paid sick leave or other accrued leave to care for the following:

- a. A child of the employee whose health condition requires treatment or supervision

**THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR CLALLAM COUNTY**

JUDGES

**Brent Basden
Lauren Erickson
Simon Barnhart**



**Clallam County Courthouse
223 East Fourth Street, Ste 8
Port Angeles, WA 98362-3015**

360-417-2386 or 360-417-2486

COMMISSIONER

Brandon R. Mack

January 18, 2023

Commissioner Mark Ozias
Commissioner Randy Johnson
Commissioner Mike French
223 E. 4th Street
Port Angeles, WA 98362

Re: Superior Court Commissioner Salary

Greetings:

We write to explain why we are asking that the County policies which impact the salary of the Superior Court Commissioner be modified as set forth in our proposed changes. We look forward to meeting in person and being able to answer any questions you may have.

First, the policy of paying the Superior Court Commissioner 90% of the Superior Court Judges salary has always been the practice of this County. It was what Judges Velie, Meiner, Wood, Williams, Taylor, Rohrer, Melly, Coughenour, Basden, Erickson and Barnhart have always supported. It has always been the consensus that this salary represents fair compensation for the work and responsibilities assumed by the Court Commissioner.

No judicial officer has ever been asked to support a different policy, and none has ever done so.

Second, it appears that in 2009 the policy was changed. It was not a policy that was discussed with the judiciary. The reasons for the change were never discussed and no perspective of the judiciary was ever obtained. More importantly, although formally adopted, it was never implemented.

Specifically, its adoption in 2009 would have reduced the salary of Commissioner Basden at that time. That was not done. In 2019 when Commissioner Mack was hired, the policy was not implemented.

Third, there appears to be no reason to implement the policy at this time other than the fact that it has been discovered to exist. There is no functional change in the qualifications or responsibilities of the Commissioner. To the court's knowledge, nobody has, or could, advance a reason why this position should be compensated at a lower rate. No reasons were articulated, at least to the judiciary, for the decision in 2009.

Fourth, a graduated pay increase for a full time Court Commissioner is inappropriate. It is not an increase that is based upon performance. It is not an increase that is based upon changing responsibilities. It is not an increase that is based upon keeping up with inflation. In fact, as part of the recession in 2008, the judiciary went a few years without pay increases even though County employees received their normal cost of living adjustments. The Court Commissioner is expected to assume the position and fulfill all of the duties of that position from day one. Superior Court will not be asking for additional help based upon the new Court Commissioner needing time to adjust to the position.

Fifth, the County has budgeted this position for 2023 at the rate of 90% of the judges salary.

Sixth, Court Commissioner responsibilities vary from county to county. In Clallam County, the Court Commissioner has a workload that justifies the salary that has been provided, even if that salary is different from what is provided in other locations.

A bit of historical perspective may be helpful.

In 2014 it became clear that the Court Commissioner position had, in terms of workload, become untenable. At that time the County Commissioners authorized the hiring of a part-time commissioner and allotted \$21,000 per year for that purpose. This amount was above and beyond the normal Pro-Tem Commissioner budget that remained in place for needed "fill-in" assistance. Prior to his appointment as a judge to the Superior Court Bench, Brian Coughenour filled that position.

Upon Judge Coughenour's appointment as a Superior Court Judge, an effort was made to find a replacement. The court was unable to find an attorney willing to take that part-time position. As a temporary fix, Commissioner Basden's salary was adjusted to 95% of the Judge's salary¹, and he reassumed some of the responsibilities until a permanent solution could be found. This resulted in a savings to the County of about \$13,000 per year. But that approach was not sustainable.

¹ Part-Time Family Court Commissioner Agreement, June 1, 2015 – see attached Exhibit 1.

In 2019 Commissioner Basden was appointed as a Superior Court Judge. It was believed at that time that reorganizing some of the Commissioner's responsibilities to fall to the Judges would allow for a return to the 90% salary for the commissioner position. A concerted effort was made by Judge Basden, Judge Erickson, and Judge Barnhart to reallocate the judicial responsibilities. That has been accomplished.

Despite the fact that the judicial needs for Superior Court² are 4.5 judicial officers, there remains a commitment to not seek additional judicial resources. But the reality of that decision is that all judicial positions, including that of the Court Commissioner, carry a workload in excess of the recommended workload.

It is perhaps worth noting that the term "judicial needs" is ambiguous. The resources available to judicial officers in one county are frequently different from what is available in another county. In many counties judges and commissioners have full-time research staff attorneys, individual bailiffs, and individual clerks to assist. If the judicial needs analysis really compared "apples to apples" with other counties, Clallam County, like other rural counties, would be significantly under-funded.

Seventh, salary surveys with other counties are extremely difficult. For example, Clallam County has a unified family court. This allows for families to have the benefits of a global approach to an understanding of the legal challenges they face. Specifically, a family may have members appearing simultaneously on one or more of the Truancy, At-Risk Youth, Juvenile Offender, Dependency, Protection Order, and family law calendars. Having a designated judicial officer handling those cases is invaluable in terms of continuity of approach. That is possible because of the court's decision to allocate the Court Commissioner's responsibilities in that way. The consequence is that it creates a significant workload for the Court Commissioner. Other counties take different approaches, and presumably arrive at compensation decisions in accordance with their practices.

Eighth, judicial needs estimates do not adequately account for some of the work of the Commissioner position. Therapeutic courts are not considered in judicial needs estimates. Accordingly, the Court Commissioner's responsibility for L.I.F.T. Court goes uncounted. The recent efforts to better meet the needs of Indian children, and families with infants and toddlers in the dependency system take judicial resources, but are not currently counted in determining judicial needs estimates.

As a judiciary we appreciate the efforts of the County Commissioners to be supportive of the courts. We have seen and experienced that support in tangible ways. We are respectful of the role of the different branches of government. We will always advocate for the best interests of the court but will also accept and support the decision of the Commissioners, both when we agree and when we do not agree.

² Superior Courts – Judicial Needs Estimate by Full-Time Equivalents, 2020, Projected Findings – see attached Exhibit 2.

Thank you for your careful consideration of this issue.

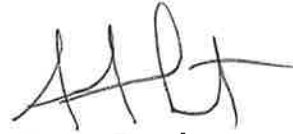


Lauren Erickson
J U D G E

Sincerely,



Brent Basden
J U D G E



Simon Barnhart
J U D G E

cc: Rich Sill, County Administrator/HR Director
Mark Lane, Chief Financial Officer

Enclosure/Attachments

PART-TIME FAMILY COURT COMMISSIONER AGREEMENT

861.15.003

This Memorandum of Agreement (Agreement) is made and entered into effective June 1, 2015, by and between the Superior Court of the State of Washington for Clallam County and Commissioner Brent Basden.

1. **Undertaking:** Commissioner Basden agrees to perform the additional judicial duties related to the following case types: (1) Truancy; (2) Youth at Risk; (3) Children in Need of Services; and (4) Child Support Contempt/Review Matters. Commissioner Basden will act as both a Statutory and Constitutional Commissioner in fulfilling these duties.
2. **Compensation:** Commissioner Basden shall be compensated at the rate of 5% of his normal salary for performing the additional judicial duties described above.
3. **Agreement:** This agreement will renew automatically on June 1st each year unless either party terminates in writing. The contract is terminable at will by either party.

IN WITNESS WHEREOF, the parties have each subscribed this Agreement to take effect on June 1, 2015.

By: 
Erik Rohrer, Judge

By: 
W. Brent Basden, Commissioner

By: 
Jim Jones, Jr., County Administrator

(Exhibit 1)



CONTRACT SUMMARY

(This Form is used for contracts to be approved by the Administrator)

Department: 00100.861 Superior Court

Date Submitted: 6-5-2015

Required Originals: Attached? ☒

Prosecutor Review? Yes: ☐ No: ☒

Item Summary:*

☒ Contract/Agreement/MOU** Contract # 861.15.003

Executive Summary:

With Commissioner Coughenour's judicial appointment, the Court needs to fill the Part-time Family Court Commissioner position. The Court negotiated an agreement with Commissioner W. Brent Basden to absorb those additional commissioner calendars with a 5% salary increase of his normal salary. Commissioner Basden will take over Truancy, Youth at Risk, Children in Need of Services and Child Support Contempt Calendars.

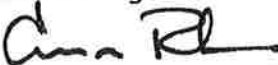
While Commissioner Coughenour received \$1,750 per month, Commissioner Basden's 5% salary increase amounts to \$586.36 per month. This is an approximate reduction and/or savings of \$6,782 for 2015.

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)

Will result in a decrease in expenditures.

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

Approval of attached Part-Time Commissioner Agreement.

County Official Signature: 

Clevenger, Melinda

From: Jones, Jim
Sent: Friday, May 22, 2015 9:47 AM
To: Clevenger, Melinda; Sill, Richard
Subject: RE: Part-Time Commissioner Position

Lindy,

While I very much appreciate the attempt to look for savings, like you identify with this plan, the 2016 budget is likely going to get so much more complicated for all General Fund Departments, that I don't think it is wise to make a change right now expecting it will last for 2016. I would be happy to come talk with you and the judges, in private, at their convenience, to share my thinking and concerns.

Jim

From: Clevenger, Melinda
Sent: Friday, May 22, 2015 8:54 AM
To: Jones, Jim; Sill, Richard
Subject: Part-Time Commissioner Position

I am writing for direction on how best to proceed.

With Com. Coughenour's judicial appointment, the court needs to fill the part-time commissioner position. The part-time commissioner position is budgeted at \$21,000 per year. The court is proposing that Com. Basden absorb the three commissioner calendars provided that he is given a 5% salary increase to 95% of a Superior Court Judge salary. This would result in \$13,173 savings for the 2016 budget. Less of a savings this year since we have paid Com. Coughenour thru May.

In one sense, this is similar to a reclassification with additional duties & additional pay. However, by County Resolution, Com. Basden is paid 90% of the Judge's Salary. An increase to 95% would most likely need a Board work session and new resolution.

Thank you. Lindy
X2386

Superior Courts	Superior Courts - Judicial Needs Estimate by Full-Time Equivalents, 2020 Projected Filings ¹				
	Judges	Authorized but Unfilled Judge Positions ²	Full-Time Commissioners	Part-Time Commissioners (Equivalent FTE)	Total Estimated Judge Need ³
Adams	1.0				0.90
Asotin, Garfield and Columbia	1.0				2.02
Benton & Franklin	7.0		3.00		12.02
Chelan	3.0	1.0	1.00	0.03	4.29
Clallam	3.0		1.00		4.51
Clark	10.0		3.00	0.40	15.82
Cowlitz	5.0			0.79	6.91
Douglas	1.0				1.50
Ferry/Stevens /Pend Oreille (Ferry)	2.0		1.00		3.87
Grant	3.0		1.00		4.70
Grays Harbor	3.0			0.25	4.54
Island	2.0				2.98
Jefferson	1.0			1.50	1.63
King	53.0		9.00		76.40
Kitsap	8.0		1.00		10.29
Kittitas	2.0				2.12
Klickitat/Skamania	1.0			0.16	1.57
Lewis	3.0		1.00	0.28	6.20
Lincoln ⁴	1.0				1.13
Mason	3.0			0.88	3.24
Okanogan	2.0			0.40	2.43
Pacific/Wahkiakum ⁵	1.0				1.53
Pend Oreille (See Ferry)					
Pierce	22.0	2.0	9.00		30.22
San Juan	1.0				0.79
Skagit	4.0		1.00	0.35	6.78
Skamania (See Klickitat)					
Snohomish	15.0		5.00		21.51
Spokane	12.0	1.0	8.00		23.93
Stevens (See Ferry)					
Thurston	8.0		3.00		14.06
Wahkiakum (See Pacific)					
Walla Walla	2.0			0.50	2.97
Whatcom	4.0		3.00	0.80	8.46
Whitman	1.0				1.45
Yakima	8.0		2.00	0.50	11.89
Statewide Total	193.00	4.00	52.00	6.84	292.66

Staffing levels measured are those in effect on 12/31/2019.

¹ Year 2020 projected filings are based on the previous five-year filing trends of the various case types in a given court.
Needs estimates are based on the previous five years of data for the number of total judicial officers and case resolutions.

(Exhibit 2)

**LEGAL ACTION REQUEST
FOR CLALLAM COUNTY PROSECUTING ATTORNEY**

DEPARTMENT: Superior Court

DATE: 1/11/23

Legal action requested or question you desire to be answered:

Would you please review the attached two Draft Policy documents with track changes regarding Policy 220 (Classification, work hours and compensation) section .20 (Compensation), and Policy 225 (Employee Benefits) section .3 (Vacation Leave) and return to us by Tuesday, January 17, 2023, with your approval or any comments/suggestions that may be needed.

This is a rush request that is time sensitive in regard to the salary and benefits of the Family Court Commissioner position that we are currently advertising for and closes on 1/19/23.

If request is for contract review:

- Is this for a subcontract under a grant or other contract for private, state or federal funding? Yes ☐ No ☒
- Have you previously submitted subcontracts under the grant or contract for review? Yes ☐ No ☒
- If both responses are "yes," identify:
 - Granting/contracting entity: _____
 - Grant/contract number: _____
 - Date of grant/contract: _____
- If the first is answered "yes" and the second "no," please provide a copy of the grant or contract.

Legal action needed by: 1/17/22

(date)

Please attach any materials necessary or helpful to the attorney in accomplishing this request.

Lacey Halberg, ext. 2386

Official Requesting Action Ext.

PROSECUTING ATTORNEY USE ONLY:

Referring Dept.	_____
Date Received	_____
Opinion Rendered	_____
Reviewed by MBN	_____

Halberg, Lacey

From: Boughton, Dee
Sent: Tuesday, January 17, 2023 1:09 PM
To: Halberg, Lacey; Stanley, Elizabeth
Cc: Cincotto, Kari
Subject: RE: Draft Policy Review Request - 220 and 225

Lacey,

I have reviewed the draft amendments, and approve them "as to form". You can include this email with your agenda summary to the BoCC.

Best,

Bert Dee Boughton | Deputy Prosecuting Attorney | Clallam County
223 E. 4th Street, Ste. 11 | Port Angeles, WA 98362 | desk: 360.565.2720 | fax: 360.417.2543 |
dee.boughton@clallamcountywa.gov

From: Halberg, Lacey <lacey.halberg@clallamcountywa.gov>
Sent: Wednesday, January 11, 2023 12:29 PM
To: Boughton, Dee <dee.boughton@clallamcountywa.gov>; Stanley, Elizabeth <elizabeth.stanley@clallamcountywa.gov>
Subject: Draft Policy Review Request - 220 and 225

Re: Draft Policy Review Request – 220 and 225

Good afternoon,

Please see the attached LAF outlining our request and two policies with track changes for your review. This is a rush request as we would like to get this scheduled before the BOCC on 1/23 for review. Please let me know if you have any questions.

Lacey Halberg | Superior Court Administrator
223 E. 4th Street, Suite 8 | Port Angeles, WA 98362
Ph. 360-417-2386 | Fax 360-417-2581 | lacey.halberg@clallamcountywa.gov



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AGENDA ITEM SUMMARY JAN 23 2023

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

Department: Treasurer

WORK SESSION ☒ **Meeting Date: 1/23/2023**

REGULAR AGENDA ☒ **Meeting Date: 1/31/2023**

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

Item summary:

- | | |
|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # |
| ☒ Resolution | ☐ Proclamation |
| ☐ Draft Ordinance | ☐ Final Ordinance |
| | ☐ Budget Item |
| | ☐ Other |
- 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 18, 2023

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

Agenda Item Summary
Revised: 3-04-2019

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



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 17, 2023.

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

Diana King, Deputy Treasurer

January 2023
Clallam County Treasurer's Office requests that the following Personal Property Taxes be cancelled.

Year	Number	Name	Base Amount*	Taxing District	Type	Reason for Cancellation
Personal Property Accounts						
2022	46923	OKASAN	\$ 187.73	10	COMM	BUSINESS CLOSED IN '21. UNCOLLECTIBLE
2022	78467	COLE AESTHETIC CENTER	\$ 217.39	20	COMM	PAID ADV TAX '22 IN '21; REFUNDED PRIOR TO SUPP
2022	82243	WAYPORT INC	\$ 10.52	10	COMM	DELETED ACCT; TOO SMALL TO PURSUE
2022	85034	DA SILVAS INC DBA LITTLE CESARS	\$ 443.27	10	COMM	BUSINESS CLOSED AND EQUIPMENT SEIZED
2022	83418	SAZO ANA	\$ 28.98	20	COMM	BUSINESS CLOSED '20, SHOULD NOT HAVE BEEN ASSESSED FOR '21/'22
2022	47034	TERESA ANN NEUDORFER	\$ 18.91	20	COMM	BUSINESS CLOSED; TOO SMALL TO PURSUE.
2022	15195	JAMES SELANDER	\$ 217.01	10	COMM	BUSINESS CLOSED; EQUIPMENT GIVEN AWAY
2022	46800	BASKIN ROBBINS LLC	\$ 22.73	10	COMM	BUSINESS CLOSED; TOO SMALL TO PURSUE.
			\$ 1,146.54	Collection Fees, Penalty & Interest - NOT INCLUDED		
Year	Number	Name	Base Amount*	Taxing District	Type	Reason for Cancellation
Mobile Home Accounts						
2022	8561	LET ME KNOW LLC	23.15	503	MH	DESTROYED PROPERTY
2021	8562	LET ME KNOW LLC	22.37	503	MH	DESTROYED PROPERTY
2020	8563	LET ME KNOW LLC	70.97	503	MH	DESTROYED PROPERTY
2022	46329	GERALD CHASE	37.73	503	MH	DESTROYED PROPERTY
2022	29459	ROBT AND MILLICENT HULL	15.33	202	MH	MOVED OUT OF COUNTY; TOO SMALL TO PURSUE
			\$ 169.55	Collection Fees, Penalty & Interest - NOT INCLUDED		



RESOLUTION _____, 2023

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 _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clerk of the Board

Mike French



12

AGENDA ITEM SUMMARY

JAN 23 2023

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

Department: Treasurer

WORK SESSION ☒ **Meeting Date: 1/23/2023**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

- | | | |
|---|--|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other 2022 Refunds, 2023 Refund Levy |
- Documents exempt from public disclosure attached: ☐

Executive summary:

- Property taxes may be refunded on the order of the county treasurer before or after delinquency if the property taxes were paid pursuant to one of the sixteen circumstances listed in RCW 84.69.020, see (1) attached.
- Each year, on or before the first Monday in February, the county treasurer must report to the county legislative authority a list of all refunds made during the previous year pursuant to the RCW 84.69.020. This list includes the name of the person receiving the refund, the amount of the refund, and the reason for the refund. See document (2) attached entitled "Refunds Paid" for all such refunds made from November 1, 2021 through October 31, 2022.
- According to RCW 84.55.070, taxing districts may then re-levy such refunded tax revenues, to be added to the tax rolls during a subsequent year.
- Attached document (3) entitled "2022 Refund Petitions for the 2023 Levy" lists the amounts that the various taxing districts refunded as a result of the "Refunds Paid" and that would have been available for re-levying during 2023 with the exception of miscellaneous districts (fire patrol, stormwater, weed, irrigation).

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, as refunds have currently been re-levied, consistent with BOCC's annual tax levy resolutions.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
No further action is required.

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

Name of Employee/Stakeholder attending meeting: Shayla Nagel, Deputy Treasurer

Relevant Departments: Treasurer

Date submitted: January 18, 2023

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

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

Agenda Item Summary - 01.18.2023

Revised: 3-04-2019

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

①

RCW 84.69.020 Grounds for refunds—Determination—Payment—

Report. On the order of the county treasurer, ad valorem taxes paid before or after delinquency must be refunded if they were:

- (1) Paid more than once;
- (2) Paid as a result of manifest error in description;
- (3) Paid as a result of a clerical error in extending the tax rolls;
- (4) Paid as a result of other clerical errors in listing property;
- (5) Paid with respect to improvements which did not exist on assessment date;
- (6) Paid under levies or statutes adjudicated to be illegal or unconstitutional;
- (7) Paid as a result of mistake, inadvertence, or lack of knowledge by any person exempted from paying real property taxes or a portion thereof pursuant to RCW 84.36.381 through 84.36.389, as now or hereafter amended;
- (8) Paid as a result of mistake, inadvertence, or lack of knowledge by either a public official or employee or by any person with respect to real property in which the person paying the same has no legal interest;
- (9) Paid on the basis of an assessed valuation which was appealed to the county board of equalization and ordered reduced by the board;
- (10) Paid on the basis of an assessed valuation which was appealed to the state board of tax appeals and ordered reduced by the board: PROVIDED, That the amount refunded under subsections (9) and (10) of this section shall only be for the difference between the tax paid on the basis of the appealed valuation and the tax payable on the valuation adjusted in accordance with the board's order;
- (11) Paid as a state property tax levied upon property, the assessed value of which has been established by the state board of tax appeals for the year of such levy: PROVIDED, HOWEVER, That the amount refunded shall only be for the difference between the state property tax paid and the amount of state property tax which would, when added to all other property taxes within the one percent limitation of Article VII, section 2 of the state Constitution equal one percent of the assessed value established by the board;
- (12) Paid on the basis of an assessed valuation which was adjudicated to be unlawful or excessive: PROVIDED, That the amount refunded shall be for the difference between the amount of tax which was paid on the basis of the valuation adjudged unlawful or excessive and the amount of tax payable on the basis of the assessed valuation determined as a result of the proceeding;
- (13) Paid on property acquired under RCW 84.60.050, and canceled under RCW 84.60.050(2);
- (14) Paid on the basis of an assessed valuation that was reduced under RCW 84.48.065;
- (15) Paid on the basis of an assessed valuation that was reduced under RCW 84.40.039; or
- (16) Abated under RCW 84.70.010.

No refunds under the provisions of this section shall be made because of any error in determining the valuation of property, except as authorized in subsections (9), (10), (11), and (12) of this section nor may any refunds be made if a bona fide purchaser has acquired rights that would preclude the assessment and collection of the refunded tax from the property that should properly have been charged

with the tax. Any refunds made on delinquent taxes must include the proportionate amount of interest and penalties paid. However, no refunds as a result of an incorrect payment authorized under subsection (8) of this section made by a third party payee shall be granted. The county treasurer may deduct from moneys collected for the benefit of the state's levies, refunds of the state's levies including interest on the levies as provided by this section and chapter 84.68 RCW.

The county treasurer of each county must make all refunds determined to be authorized by this section, and by the first Monday in February of each year, report to the county legislative authority a list of all refunds made under this section during the previous year. The list is to include the name of the person receiving the refund, the amount of the refund, and the reason for the refund. [2017 3rd sp.s. c 13 § 310; 2005 c 502 § 9; 2002 c 168 § 11; 1999 sp.s. c 8 § 2. Prior: 1998 c 306 § 2; 1997 c 393 § 18; 1996 c 296 § 2; 1994 c 301 § 55; 1991 c 245 § 31; 1989 c 378 § 17; 1981 c 228 § 1; 1975 1st ex.s. c 291 § 21; 1974 ex.s. c 122 § 2; 1972 ex.s. c 126 § 2; 1971 ex.s. c 288 § 14; 1969 ex.s. c 224 § 1; 1961 c 15 § 84.69.020; prior: 1957 c 120 § 2.]

Application—Tax preference performance statement and expiration—2017 3rd sp.s. c 13 §§ 301-314: See notes following RCW 84.52.065.

Intent—2017 3rd sp.s. c 13: See note following RCW 28A.150.410.

Effective date—2005 c 502: See note following RCW 1.12.070.

Severability—Effective date—1999 sp.s. c 8: See notes following RCW 84.70.010.

Applicability—1981 c 228: "Section 1(12) of the [this] amendatory act applies to only those taxes which first become due and payable subsequent to January 1, 1981: PROVIDED, HOWEVER, That this section shall not apply to any taxes which were paid under protest and which were timely paid." [1981 c 228 § 4.]

Effective dates—Severability—1975 1st ex.s. c 291: See notes following RCW 82.04.050.

Purpose—1974 ex.s. c 122: "The legislature recognizes that the operation of the provisions of RCW 84.52.065 and 84.48.080, providing for adjustments in the county-determined assessed value of property for purposes of the state property tax for schools, may, with respect to certain properties, result in a total regular property tax payment in excess of the one percent limitation provided for in Article 7, section 2 (Amendment 59) of the state Constitution. The primary purpose of this 1974 amendatory act is to provide a procedure for administrative relief in such cases, such relief to be in addition to the presently existing procedure for judicial relief through a refund action provided for in RCW 84.68.020." [1974 ex.s. c 122 § 1.]

Severability—Savings—1971 ex.s. c 288: See notes following RCW 84.40.030.

REFUNDS PAID (2)

Pet No.	PID	Name	Year	Amt of Ref		Interest	Total Paid	Total Check	Check	Date	Reason
		From 11/01/2021									
2022-001	84490	Chamblin	2021	\$ 189.06	\$ 189.06	\$ 0.01	\$ 189.07	\$ -	8020	11/29/2021	Error Correction
2022-002	4302	Hayden III	2021	\$ 1,156.70	\$ 1,156.70	\$ 0.53	\$ 1,157.23	\$ -	8021		SNR
2022-003	54233	Moen	2021	\$ 4,637.79	\$ 4,637.79	\$ 1.90	\$ 4,639.69	\$ -	8022		SNR
2022-004	85053	Moody	2020	\$ 18.71	\$ 18.71	\$ -	\$ 18.71	\$ -			
	85053	Moody	2019	\$ 18.92	\$ 18.92	\$ 1.68	\$ 20.60	\$ 39.31	8023		Destroyed Property
2022-005	56122	Moore	2021	\$ 11.42	\$ 11.42	\$ -	\$ 11.42	\$ -			
	56122	Moore	2020	\$ 5.07	\$ 5.07	\$ 0.11	\$ 5.18	\$ 16.60	8024		Manifest Error
2022-006	83802	RealTrust	2021	\$ 58.45	\$ 58.45	\$ -	\$ 58.45	\$ -			BOE
	83803	RealTrust	2021	\$ 58.45	\$ 58.45	\$ -	\$ 58.45	\$ -			BOE
	83804	RealTrust	2021	\$ 58.45	\$ 58.45	\$ -	\$ 58.45	\$ -			BOE
	83805	RealTrust	2021	\$ 58.45	\$ 58.45	\$ -	\$ 58.45	\$ -			BOE
	83806	RealTrust	2021	\$ 58.45	\$ 58.45	\$ -	\$ 58.45	\$ -			BOE
	83807	RealTrust	2021	\$ 58.45	\$ 58.45	\$ -	\$ 58.45	\$ -			BOE
	83808	RealTrust	2021	\$ 58.45	\$ 58.45	\$ -	\$ 58.45	\$ -			BOE
	83809	RealTrust	2021	\$ 58.45	\$ 58.45	\$ -	\$ 58.45	\$ -			BOE
	84536	RealTrust	2021	\$ 58.45	\$ 58.45	\$ -	\$ 58.45	\$ -			BOE
	84537	RealTrust	2021	\$ 58.45	\$ 58.45	\$ -	\$ 58.45	\$ -			BOE
	84538	RealTrust	2021	\$ 58.45	\$ 58.45	\$ -	\$ 58.45	\$ -			BOE
	85039	RealTrust	2021	\$ 116.93	\$ 116.93	\$ -	\$ 116.93	\$ -			BOE
	85261	RealTrust	2021	\$ 62.54	\$ 62.54	\$ -	\$ 62.54	\$ -			BOE
	85262	RealTrust	2021	\$ 62.54	\$ 62.54	\$ -	\$ 62.54	\$ -			BOE
	85263	RealTrust	2021	\$ 62.54	\$ 62.54	\$ -	\$ 62.54	\$ -			BOE
	83816	RealTrust	2021	\$ 116.93	\$ 116.93	\$ -	\$ 116.93	\$ -			BOE
	83810	RealTrust	2021	\$ 116.93	\$ 116.93	\$ -	\$ 116.93	\$ -			BOE
	83813	RealTrust	2021	\$ 116.93	\$ 116.93	\$ -	\$ 116.93	\$ -			BOE
	83814	RealTrust	2021	\$ 116.93	\$ 116.93	\$ -	\$ 116.93	\$ -			BOE
	83815	RealTrust	2021	\$ 116.93	\$ 116.93	\$ -	\$ 116.93	\$ -			BOE
	84539	RealTrust	2021	\$ 75.98	\$ 75.98	\$ 1.43	\$ 77.41	\$ 1,609.56	8025		BOE
2022-007	20511	Duttrey	2021	\$ 1,242.16	\$ 1,242.16	\$ 0.62	\$ 1,242.78	\$ -	8065	12/7/2021	SNR
2022-008	39940	Orth	2021	\$ 2,094.13	\$ 2,094.13	\$ 1.08	\$ 2,095.21	\$ -	8066	12/7/2021	SNR
2022-009	59068	Shapiro	2021	\$ 2,006.98	\$ 2,006.98	\$ -	\$ 2,006.98	\$ -			
	59068	Shapiro	2020	\$ 1,365.16	\$ 1,365.16	\$ 36.26	\$ 1,401.42	\$ 3,408.40	8067	12/7/2021	SNR
2022-010	61691	Hettinger/Shak	2021	\$ 430.95	\$ 430.95	\$ 0.25	\$ 431.20	\$ -	8068	12/7/2021	SNR
2022-011	69600	Goin	2021	\$ 1,465.66	\$ 1,465.66	\$ 1.55	\$ 1,467.21	\$ -	8069	12/7/2021	SNR
2022-012	82639	Zych	2020	\$ 421.02	\$ 421.02	\$ -	\$ 421.02	\$ -			
	82639	Zych	2019	\$ 404.56	\$ 404.56	\$ 38.40	\$ 442.96	\$ 863.98	8070	12/7/2021	Destroyed Prop
2022-013	38107	Smith	2021	\$ 411.58	\$ 411.58	\$ 0.13	\$ 411.71	\$ -	8071	12/7/2021	Manifest Error
2022-014	49504	Luna	2021	\$ 373.31	\$ 373.31	\$ 0.06	\$ 373.37	\$ -	8072	12/7/2021	
2022-015	85623	Doig	2021	\$ 113.41	\$ 113.41	\$ 0.01	\$ 113.42	\$ -	8073	12/7/2021	Manifest Error
2022-016	32455	Pope	2021	\$ 156.88	\$ 156.88	\$ -	\$ 156.88	\$ -			
	32455	Pope	2020	\$ 165.68	\$ 165.68	\$ -	\$ 165.68	\$ -			
	32455	Pope	2019	\$ 146.47	\$ 146.47	\$ 13.00	\$ 159.47	\$ 482.03	8074	12/7/2021	Manifest Error
2022-017	61945	Heilman	2021	\$ 1,591.64	\$ 1,591.64	\$ 2.04	\$ 1,593.68	\$ -	8075	12/16/2021	Senior
2022-018	56097	McMannis	2021	\$ 998.76	\$ 998.76	\$ 0.58	\$ 999.34	\$ -	8076	12/16/2021	Senior
2022-019	35251	Anderson	2021	\$ 1,449.40	\$ 1,449.40	\$ 0.64	\$ 1,450.04	\$ -	8077	12/16/2021	Senior
2022-020	64465	Anderson	2021	\$ 2,310.80	\$ 2,310.80	\$ -	\$ 2,310.80	\$ -			
	64465	Anderson	2020	\$ 627.56	\$ 627.56	\$ 19.49	\$ 647.05	\$ 2,957.85	8078	12/16/2021	Senior

2022-021	61081	Bradley	2021	\$ 78.42	\$ 78.42	\$ 0.37	\$ 78.79	\$ -	8079	12/16/2021	Senior
2022-022	63107	Scott	2021	\$ 1,197.72	\$ 1,197.72	\$ 0.79	\$ 1,198.51	\$ -	8080	12/16/2021	Senior
2022-023	50389	Yuch	2021	\$ 1,664.86	\$ 1,664.86	\$ 0.95	\$ 1,665.81	\$ -	8081	12/16/2021	Senior
2022-024	29813	Lingerfelt	2021	\$ 576.18	\$ 576.18	\$ 0.27	\$ 576.45	\$ -	8082	12/16/2021	Senior
2022-025	24088	Pitman	2021	\$ 1,041.17	\$ 1,041.17	\$ 0.49	\$ 1,041.66	\$ -	8083	12/16/2021	Senior
2022-026	7364	Gaydeski	2021	\$ 6,057.51	\$ 6,057.51	\$ 1.60	\$ 6,059.11	\$ -	8084	12/16/2021	Manifest Error
2022-027	22537	Huerta	2021	\$ 1,644.64	\$ 1,644.64	\$ 0.77	\$ 1,645.41	\$ -	8085	12/16/2021	Senior
2022-028	25906	Andersen	2021	\$ 365.98	\$ 365.98	\$ -	\$ 365.98	\$ -			
	25906	Andersen	2020	\$ 390.36	\$ 390.36	\$ -	\$ 390.36	\$ -			
	25906	Andersen	2019	\$ 30.29	\$ 30.29	\$ 10.41	\$ 40.70	\$ 797.04	8086	12/16/2021	Destroyed Property
2022-029	13197	Wilson	2021	\$ 1,225.40	\$ 1,225.40	\$ -	\$ 1,225.40	\$ -			
	13197	Wilson	2020	\$ 2,005.30	\$ 2,005.30	\$ 54.16	\$ 2,059.46	\$ 3,284.86	8087	12/16/2021	Senior
2022-030	23292	Gloor	2021	\$ 646.42	\$ 646.42	\$ 0.21	\$ 646.63	\$ -	8088	12/16/2021	Senior
2022-031	75537	Kneiss	2021	\$ 107.61	\$ 107.61	\$ -	\$ 107.61	\$ -			
	75537	Kneiss	2020	\$ 114.50	\$ 114.50	\$ -	\$ 114.50	\$ -			
	75537	Kneiss	2020	\$ 105.10	\$ 105.10	\$ 7.42	\$ 112.52	\$ 334.63	8089	12/16/2021	Manifest Error
2022-032	49666	Machgan	2021	\$ 1,530.26	\$ 1,530.26	\$ 1.01	\$ 1,531.27	\$ -	8090	12/21/2021	Senior
2022-033	58569	Fudge	2021	\$ 1,578.88	\$ 1,578.88	\$ 0.69	\$ 1,579.57	\$ -	8091	12/21/2021	Senior
2022-034	61691	Hettinger / Shak	2021	\$ 398.51	\$ 398.51	\$ 0.18	\$ 398.69	\$ -	8092	12/21/2021	Senior
2022-035	66600	Barrett	2021	\$ 1,140.27	\$ 1,140.27	\$ 1.23	\$ 1,141.50	\$ -	8093	12/21/2021	Senior
2022-036	69353	Beckmann	2021	\$ 1,875.37	\$ 1,875.37	\$ 0.88	\$ 1,876.25	\$ -	8094	12/21/2021	Senior
2022-037	23551	Allen	2021	\$ 1,786.47	\$ 1,786.47	\$ 1.03	\$ 1,787.50	\$ -	8095	12/21/2021	Senior
2022-038	58703	Davis	2021	\$ 1,372.22	\$ 1,372.22	\$ 0.77	\$ 1,372.99	\$ -	8096	12/21/2021	Senior
2022-039	26656	Bequette	2021	\$ 594.43	\$ 594.43	\$ -	\$ 594.43	\$ -			
	26656	Bequette	2020	\$ 664.74	\$ 664.74	\$ -	\$ 664.74	\$ -			
	26656	Bequette	2019	\$ 641.55	\$ 641.55	\$ -	\$ 641.55	\$ -			
	26656	Bequette	2018	\$ 653.17	\$ 653.17	\$ 73.60	\$ 726.77	\$ 2,627.49	8097	12/21/2021	Manifest Error
2022-040	50659	Leopold	2020	\$ 1,135.01	\$ 1,135.01	\$ 41.37	\$ 1,176.38	\$ -	8098	12/21/2021	Senior
2022-041	49667	Machgan		\$ -	\$ -	\$ -	\$ -	\$ -			
2022-042	6788	Moody	2021	\$ 243.97	\$ 243.97	\$ 0.28	\$ 244.25	\$ -	8105	1/11/2022	Manifest Error
2022-043	34615	Deluca	2021	\$ 1,514.56	\$ 1,514.56	\$ 0.99	\$ 1,515.55	\$ -	8106	1/11/2022	Senior
2022-044	85464	Malouf/Forbes	2021	\$ 1,211.53	\$ 1,211.53	\$ 0.60	\$ 1,212.13	\$ -	8107	1/11/2022	Senior
2022-045	75700	Martinson	2021	\$ 700.63	\$ 700.63	\$ 0.10	\$ 700.73	\$ -	8108	1/11/2022	Senior
2022-046	65751	Rice	2021	\$ 1,772.38	\$ 1,772.38	\$ 1.06	\$ 1,773.44	\$ -	8109	1/11/2022	Senior
2022-047	43478	Gillasphy-Lembcke	2021	\$ 93.38	\$ 93.38	\$ -	\$ 93.38	\$ -			
	43478	Gillasphy-Lembcke	2020	\$ 95.18	\$ 95.18	\$ -	\$ 95.18	\$ -			
	43478	Gillasphy-Lembcke	2019	\$ 81.22	\$ 81.22	\$ 6.26	\$ 87.48	\$ 276.04	8110	1/11/2022	Manifest Error
2022-048	42362	Lemcke/Corcoran	2021	\$ 13.55	\$ 13.55	\$ -	\$ 13.55	\$ -			
	42362	Lemcke/Corcoran	2020	\$ 8.09	\$ 8.09	\$ 0.20	\$ 8.29	\$ 21.84	8111	1/11/2022	Destroyed Property
2022-049	12613	Wagner	2021	\$ 1,062.28	\$ 1,062.28	\$ 1.77	\$ 1,064.05	\$ -	8137	2/23/2022	Senior
2022-050	21808	Griffith	2021	\$ 1,171.60	\$ 1,171.60	\$ -	\$ 1,171.60	\$ -			
	21808	Griffith	2020	\$ 576.32	\$ 576.32	\$ 19.32	\$ 595.64	\$ 1,767.24	8138	2/23/2022	Senior
2022-051	25544	Sickler	2020	\$ 1,339.02	\$ 1,339.02	\$ -	\$ 1,339.02	\$ -			
	25544	Sickler	2019	\$ 1,384.84	\$ 1,384.84	\$ 120.58	\$ 1,505.42	\$ 2,844.44	8139	2/23/2022	Senior
2022-052	37512	Engelke	2020	\$ 183.83	\$ 183.83	\$ -	\$ 183.83	\$ -			
	37512	Engelke	2019	\$ 1,832.91	\$ 1,832.91	\$ 92.44	\$ 1,925.35	\$ 2,109.18	8141	2/23/2022	Senior
2022-053	72400	Lahr	2021	\$ 186.17	\$ 186.17	\$ 0.27	\$ 186.44	\$ -	8143	3/1/2022	Senior
2022-054	67667	Henderson	2021	\$ 2,493.98	\$ 2,493.98	\$ 2.31	\$ 2,496.29	\$ -	8144	3/1/2022	Senior
2022-055	65814	Clayton	2021	\$ 1,900.79	\$ 1,900.79	\$ -	\$ 1,900.79	\$ -			

	65814	Clayton	2020	\$ 1,405.91	\$ 1,405.91	\$ -	\$ 1,405.91	\$ -			
	65814	Clayton	2019	\$ 1,237.06	\$ 1,237.06	\$ -	\$ 1,237.06	\$ -			
	65814	Clayton	2018	\$ 1,106.13	\$ 1,106.13	\$ 112.45	\$ 1,218.58	\$ 5,762.34	8145	3/1/2022	Senior
2022-056	63746	Oden	2021	\$ 759.25	\$ 759.25	\$ 0.69	\$ 759.94	\$ -	8146	3/1/2022	Senior
2022-057	61211	Tisha Marvin Trust	2021	\$ 920.85	\$ 920.85	\$ 1.05	\$ 921.90	\$ -	8147	3/1/2022	Senior
2022-058	59049	Metropolit	2021	\$ 1,164.94	\$ 1,164.94	\$ 1.33	\$ 1,166.27	\$ -	8148	3/1/2022	Senior
2022-059	58938	Horton	2021	\$ 1,154.81	\$ 1,154.81	\$ 1.15	\$ 1,155.96	\$ -	8149	3/1/2022	Senior
2022-060	57334	Schoville	2021	\$ 1,270.68	\$ 1,270.68	\$ -	\$ 1,270.68	\$ -			
	57334	Schoville	2020	\$ 918.01	\$ 918.01	\$ -	\$ 918.01	\$ -			
	57334	Schoville	2019	\$ 708.66	\$ 708.66	\$ 0.13	\$ 708.79	\$ 2,897.48	8150	3/1/2022	Senior
2022-061	52786	Wright	2021	\$ 551.36	\$ 551.36	\$ -	\$ 551.36	\$ -			
	52786	Wright	2020	\$ 372.57	\$ 372.57	\$ -	\$ 372.57	\$ -			
	52786	Wright	2019	\$ 351.71	\$ 351.71	\$ -	\$ 351.71	\$ -			
	52786	Wright	2018	\$ 406.83	\$ 406.83	\$ 47.59	\$ 454.42	\$ 1,730.06	8151	3/1/2022	Manifest Error
2022-062	32094	Little	2021	\$ 226.89	\$ 226.89	\$ -	\$ 226.89	\$ -			
	32094	Little	2020	\$ 253.72	\$ 253.72	\$ -	\$ 253.72	\$ -			
	32094	Little	2019	\$ 222.97	\$ 222.97	\$ 17.31	\$ 240.28	\$ 720.89	8152	3/1/2022	Manifest Error
2022-063	28907	Loucks	2021	\$ 129.35	\$ 129.35	\$ 0.20	\$ 129.55	\$ -	8153	3/1/2022	Senior
2022-064	67141	McNeely & Beutler	2021	\$ 330.04	\$ 330.04	\$ 0.19	\$ 330.23	\$ -	8154	3/1/2022	Manifest Error
2022-065	13197	Wilson	2021	\$ 134.10	\$ 134.10	\$ -	\$ 134.10	\$ -			
	13197	Wilson	2020	\$ 55.99	\$ 55.99	\$ -	\$ 55.99	\$ -			
	13197	Wilson	2019	\$ 1,747.05	\$ 1,747.05	\$ 92.01	\$ 1,839.06	\$ 2,029.15	8155	3/1/2022	Senior
2022-066	56819	Dickman	2021	\$ 1,419.56	\$ 1,419.56	\$ 2.39	\$ 1,421.95	\$ -	8156	3/1/2022	Senior
2022-067	47613	Pittario	2021	\$ 1,084.19	\$ 1,084.19	\$ 0.79	\$ 1,084.98	\$ -	8157	3/1/2022	Senior
2022-068	58416	Wilcox	2021	\$ 1,232.03	\$ 1,232.03	\$ -	\$ 1,232.03	\$ -			
	58416	Wilcox	2020	\$ 882.39	\$ 882.39	\$ 24.67	\$ 907.06	\$ 2,139.09	8158	3/1/2022	Senior
2022-069	78173	Schmidt	2021	\$ 172.40	\$ 172.40	\$ -	\$ 172.40	\$ -			
	78173	Schmidt	2020	\$ 138.67	\$ 138.67	\$ -	\$ 138.67	\$ 311.07	8159	3/1/2022	Combo
2022-070	66618	Dougherty	2021	\$ 52.78	\$ 52.78	\$ -	\$ 52.78	\$ -			
	66618	Dougherty	2020	\$ 39.10	\$ 39.10	\$ -	\$ 39.10	\$ -			
	66618	Dougherty	2019	\$ 34.88	\$ 34.88	\$ 2.75	\$ 37.63	\$ 129.51	8160	3/1/2022	Manifest Error
2022-071	21753	Kent & Hall	2021	\$ 1,655.51	\$ 1,655.51	\$ -	\$ 1,655.51	\$ -			
			2020	\$ 1,724.76	\$ 1,724.76	\$ 52.17	\$ 1,776.93	\$ 3,432.44	8161	3/1/2022	Senior
2022-072	53795	Klippel	2021	\$ 4,752.80	\$ 4,752.80	\$ 4.43	\$ 4,757.23	\$ -	8167	3/15/2022	Senior
2022-073	38762	Kidwell	2021	\$ 1,049.66	\$ 1,049.66	\$ 1.12	\$ 1,050.78	\$ -	8168	3/15/2022	Senior
2022-074	65924	Grube	2021	\$ 79.04	\$ 79.04	\$ -	\$ 79.04	\$ -			
	65924	Grube	2020	\$ 412.86	\$ 412.86	\$ -	\$ 412.86	\$ -			
	65924	Grube	2019	\$ 359.74	\$ 359.74	\$ 0.83	\$ 360.57	\$ 852.47	8169	3/15/2022	Senior
2022-075	27155	Whitehouse	2021	\$ 1,573.39	\$ 1,573.39	\$ -	\$ 1,573.39	\$ -			
	27155	Whitehouse	2020	\$ 725.31	\$ 725.31	\$ 2.26	\$ 727.57	\$ 2,300.96	8170	3/15/2022	Senior
2022-076	14322	Jamestown Tribe	2021	\$ 79.81	\$ 79.81	\$ -	\$ 79.81	\$ -			
	14323	Jamestown Tribe	2021	\$ 248.50	\$ 248.50	\$ -	\$ 248.50	\$ -			
	14324	Jamestown Tribe	2021	\$ 93.36	\$ 93.36	\$ -	\$ 93.36	\$ -			
	14328	Jamestown Tribe	2021	\$ 344.79	\$ 344.79	\$ -	\$ 344.79	\$ -			
	14334	Jamestown Tribe	2021	\$ 2.65	\$ 2.65	\$ -	\$ 2.65	\$ -			
	14335	Jamestown Tribe	2021	\$ 2.46	\$ 2.46	\$ -	\$ 2.46	\$ -			
	14336	Jamestown Tribe	2021	\$ 2.80	\$ 2.80	\$ -	\$ 2.80	\$ -			
	14337	Jamestown Tribe	2021	\$ 2.79	\$ 2.79	\$ -	\$ 2.79	\$ -			
	14338	Jamestown Tribe	2021	\$ 2.81	\$ 2.81	\$ -	\$ 2.81	\$ -			

	14339	Jamestown Tribe	2021	\$ 2.43	\$ 2.43	\$ -	\$ 2.43	\$ -			
	14340	Jamestown Tribe	2021	\$ 2.45	\$ 2.45	\$ -	\$ 2.45	\$ -			
	14341	Jamestown Tribe	2021	\$ 2.80	\$ 2.80	\$ -	\$ 2.80	\$ -			
	14342	Jamestown Tribe	2021	\$ 3.49	\$ 3.49	\$ -	\$ 3.49	\$ -			
	14343	Jamestown Tribe	2021	\$ 4.55	\$ 4.55	\$ -	\$ 4.55	\$ -			
	14344	Jamestown Tribe	2021	\$ 2.80	\$ 2.80	\$ -	\$ 2.80	\$ -			
	14347	Jamestown Tribe	2021	\$ 91.75	\$ 91.75	\$ -	\$ 91.75	\$ -			
	14348	Jamestown Tribe	2021	\$ 2.66	\$ 2.66	\$ -	\$ 2.66	\$ -			
	14349	Jamestown Tribe	2021	\$ 2.33	\$ 2.33	\$ -	\$ 2.33	\$ -			
	14351	Jamestown Tribe	2021	\$ 60.12	\$ 60.12	\$ -	\$ 60.12	\$ -			
	14496	Jamestown Tribe	2021	\$ 104.65	\$ 104.65	\$ 0.62	\$ 105.27	\$ 1,060.62	8171	3/17/2022	Exempt
2022-077	35011	Kiehl	2022	\$ 623.10	\$ 623.10	\$ -	\$ 623.10	\$ -	8173	3/17/2022	Senior
2022-078	79912	Gronvall	2021	\$ 401.19	\$ 401.19	\$ -	\$ 401.19	\$ -			
	79912	Gronvall	2020	\$ 137.99	\$ 137.99	\$ -	\$ 137.99	\$ -			
	79912	Gronvall	2019	\$ 162.04	\$ 162.04	\$ 12.31	\$ 174.35	\$ 713.53	8174	3/17/2022	Manifest Error
2022-079	6669	Michéau/Rushton	2022	\$ 153.77	\$ 153.77	\$ -	\$ 153.77	\$ -	8175	3/17/2022	BOE
2022-080	29851	Stoddard	2022	\$ 791.71	\$ 791.71	\$ -	\$ 791.71	\$ -	8176	3/17/2022	Senior
2022-081	20889	Ambulance Props LLC	2021	\$ 41.93	\$ 41.93	\$ 0.06	\$ 41.99	\$ -	8202	3/28/2022	Destroyed Property
2022-082	57510	Gale A Johnson	2022	\$ 1,044.41	\$ 1,044.41	\$ -	\$ 1,044.41	\$ -	8203	3/30/2022	Senior
2022-083	27744	Jacqueline A Burnett	2021	\$ 8.15	\$ 8.15	\$ -	\$ 8.15	\$ -	8204	3/30/2022	Senior
2022-084	27155	Mary Dale Whiethouse	2021	\$ 15.89	\$ 15.89	\$ -	\$ 15.89	\$ -	8205	3/30/2022	Senior
2022-085	57953	James D & Sharon M Owen	2021	\$ 2,027.43	\$ 2,027.43	\$ 2.05	\$ 2,029.48	\$ -	8206	3/30/2022	Senior
2022-086	60305	Richard W Peterson II	2022	\$ 1,586.37	\$ 1,586.37	\$ 0.05	\$ 1,586.42	\$ -	8207	3/30/2022	Senior
2022-087	49583	Ralph & Leanna Dyker	2022	\$ 1,524.45	\$ 1,524.45	\$ 0.05	\$ 1,524.50	\$ -	8208	3/30/2022	Senior
2022-88	38879	Gerald & Diane Nerison	2021	\$ 499.67	\$ 499.67	\$ 0.37	\$ 500.04	\$ -	8209	4/1/2022	Senior
2022-89	20168	James H Bell	2022	\$ 330.21	\$ 330.21	\$ -	\$ 330.21	\$ -	8210	4/1/2022	Senior
2022-90	85646	Michael Malouf	2021	\$ 207.91	\$ 207.91	\$ 0.15	\$ 208.06	\$ -	8211	4/1/2022	Senior
2022-91	51668	Nelise M Dailey	2022	\$ 728.10	\$ 728.10	\$ 0.01	\$ 728.11	\$ -	8212	4/12/2022	Senior
2022-92	83922	Edna G Peterson	2022	\$ 51.14	\$ 51.14	\$ -	\$ 51.14	\$ -			
	83922	Edna G Peterson	2021	\$ 478.75	\$ 478.75	\$ 0.24	\$ 478.99	\$ 530.13	8213	4/12/2022	Manifest Error
2022-93	81823	Brian Moody	2020	\$ 72.17	\$ 72.17	\$ 3.12	\$ 75.29	\$ -	8214	4/12/2022	Destroyed Property
2022-94	17861	Toxey McCelland	2022	\$ 770.80	\$ 770.80	\$ 0.03	\$ 770.83	\$ -	8215	4/13/2022	Senior
2022-95	3702	Hinkle	2022	\$ 466.39	\$ 466.39	\$ 0.01	\$ 466.40	\$ -	8234	4/18/2022	Senior
2022-96	27515	Gilman	2021	\$ 194.57	\$ 194.57	\$ -	\$ 194.57	\$ -			
	27515	Gilman	2020	\$ 93.69	\$ 93.69	\$ 2.94	\$ 96.63	\$ 291.20	8235	4/18/2022	Senior
2022-97	56132	Blakey	2021	\$ 74.44	\$ 74.44	\$ -	\$ 74.44	\$ -			
	56132	Blakey	2020	\$ 57.60	\$ 57.60	\$ -	\$ 57.60	\$ -			
	56132	Blakey	2019	\$ 52.36	\$ 52.36	\$ 5.98	\$ 58.34	\$ 190.38	8236	4/18/2022	Manifest Error
2022-98	61219	Dunning	2021	\$ 935.45	\$ 935.45	\$ 1.18	\$ 936.63	\$ -	8237	4/18/2022	Senior
2022-99	78168	Foulk	2021	\$ 1,073.47	\$ 1,073.47	\$ -	\$ 1,073.47	\$ -			
	78168	Foulk	2020	\$ 799.74	\$ 799.74	\$ 36.89	\$ 836.63	\$ 1,910.10	8238	4/18/2022	Senior
2022-100	20169	Blanchard	2022	\$ 301.38	\$ 301.38	\$ 0.02	\$ 301.40	\$ -	8240	4/19/2022	Senior
2022-101	60917	Gallauher	2022	\$ 582.99	\$ 582.99	\$ -	\$ 582.99	\$ -	8241	4/19/2022	Senior
2022-102	75700	Martinson	2021	\$ 382.51	\$ 382.51	\$ 0.23	\$ 382.74	\$ -	8242	4/19/2022	Senior
2022-103	22048	Stevenfeldt	2021	\$ 664.70	\$ 664.70	\$ 0.79	\$ 665.49	\$ -	8243	4/19/2022	Senior
2022-104	23964	North Oly Health Care	2021	\$ 14,484.56	\$ 14,484.56	\$ -	\$ 14,484.56	\$ -			
	23964	North Oly Health Care	2020	\$ 2,613.60	\$ 2,613.60	\$ -	\$ 2,613.60	\$ -			
	23964	North Oly Health Care	2019	\$ 562.44	\$ 562.44	\$ 147.88	\$ 710.32	\$ 17,808.48	8244	4/19/2022	Exempt
2022-105	34984	William H Lang	2022	\$ 410.97	\$ 410.97	\$ 0.02	\$ 410.99		8257	5/17/2022	Senior

2022-106	21083	Serenity House of CC	2022	\$ 2,476.17	\$ 2,476.17	\$ -	\$ 2,476.17					
	21083	Serenity House of CC	2021	\$ 4,641.87	\$ 4,641.87	\$ 5.68	\$ 4,647.55	\$ 7,123.72	8258	5/17/2022	Exempt	
2022-107	15235	Gregory Madsen	2021	\$ 488.33	\$ 488.33	\$ 0.43	\$ 488.76	\$ -	8259	5/17/2022	Senior	
2022-108	28608	Sherry Anderson	2022	\$ 335.18	\$ 335.18	\$ -	\$ 335.18	\$ -			Senior	
	28608	Sherry Anderson	2021	\$ 563.64	\$ 563.64	\$ 0.67	\$ 564.31	\$ 899.49	8260	5/17/2022		
2022-109	28740	Robert Bumgarner	2022	\$ 255.05	\$ 255.05	\$ -	\$ 255.05	\$ -	8261	5/17/2022	Senior	
2022-110	16681	Diane G Hutchison	2022	\$ 492.83	\$ 492.83	\$ 0.01	\$ 492.84	\$ -	8262	5/17/2022	Senior	
2022-111	50206	Linda Gayle Houser	2022	\$ 585.29	\$ 585.29	\$ -	\$ 585.29	\$ -	8263	5/17/2022	Senior	
2022-112	53142	Michael D Waldron	2022	\$ 573.33	\$ 573.33	\$ 0.01	\$ 573.34	\$ -	8265	5/17/2022	Senior	
2022-113	58569	Bobby Ray Fudge	2022	\$ 531.87	\$ 531.87	\$ 0.01	\$ 531.88		8266	5/17/2022	Senior	
2022-114	53595	Donna Marie Hughes	2021	\$ 2,026.47	\$ 2,026.47	\$ 2.45	\$ 2,028.92	\$ -	8267	5/17/2022		
2022-115	32723	Martha Collins	2022	\$ 199.88	\$ 199.88	\$ -	\$ 199.88	\$ -			Senior	
	32723	Martha Collins	2021	\$ 162.22	\$ 162.22	\$ -	\$ 162.22	\$ -				
	32723	Martha Collins	2020	\$ 181.39	\$ 181.39		\$ 181.39	\$ -				
	32723	Martha Collins	2019	\$ 169.71	\$ 169.71	\$ 15.25	\$ 184.96	\$ 728.45	8268	5/17/2022	Manifest Error	
2022-116	41215	Nicole E Reed	2021	\$ 293.90	\$ 293.90		\$ 293.90	\$ -			Manifest Error	
	41215	Nicole E Reed	2020	\$ 299.05	\$ 299.05		\$ 299.05				Manifest Error	
	41215	Nicole E Reed	2019	\$ 257.32	\$ 257.32	\$ 23.86	\$ 281.18	\$ 874.13	8269	5/17/2022	Manifest Error	
2022-117	21082	Serenity House of CC	2022	\$ 345.75	\$ 345.75		\$ 345.75				Manifest Error	
	21082	Serenity House of CC	2021	\$ 703.76	\$ 703.76	\$ 0.83	\$ 704.59	\$ 1,050.34	8270	5/17/2022	Exempt per DOR	
2022-118	52538	Betty A Shaffer	2022	\$ 1,027.39	\$ 1,027.39		\$ 1,027.39				Senior	
	52538	Betty A Shaffer	2021	\$ 952.33	\$ 952.33		\$ 952.33				Senior	
	52538	Betty A Shaffer	2020	\$ 695.57	\$ 695.57		\$ 695.57				Senior	
	52538	Betty A Shaffer	2019	\$ 610.70	\$ 610.70	\$ 70.60	\$ 681.30	\$ 3,356.59	8271	5/17/2022	Senior	
2022-119	59189	Charles E Leach et al	2021	\$ 58.16	\$ 58.16		\$ 58.16				Destroyed Property	
	59189	Charles E Leach et al	2020	\$ 43.29	\$ 43.29		\$ 43.29				Destroyed Property	
	59189	Charles E Leach et al	2019	\$ 47.82	\$ 47.82	\$ 3.93	\$ 51.75	\$ 153.20	8272	5/17/2022	Destroyed Property	
2022-120	79426	Margaret C Womack	2021	\$ 49.25	\$ 49.25	\$ 0.05	\$ 49.30		8273	5/17/2022	Manifest Error	
2022-121	32770	Judith Smith	2021	\$ 445.96	\$ 445.96		\$ 445.96					
	32770	Judith Smith	2020	\$ 797.63	\$ 797.63		\$ 797.63					
	32770	Judith Smith	2019	\$ 481.42	\$ 481.42	\$ 53.38	\$ 534.80	\$ 1,778.39	8274	5/17/2022	Senior	
2022-122	27212	Steve Gaither	2022	\$ 136.76	\$ 136.76		\$ 136.76		8284	5/18/2022	Manifest error	
2022-123	56436	Phillip Che	2021	\$ 1,319.54	\$ 1,319.54	\$ 1.83	\$ 1,321.37		8310	5/18/2022	Senior	
2022-124	74251	Reed Martin	2022	\$ 468.06	\$ 468.06		\$ 468.06		8311	5/18/2022	Senior	
2022-125	68023	Cheryl McCurdy	2022	\$ 402.11	\$ 402.11	\$ 0.01	\$ 402.12		8312	5/18/2022	Senior	
2022-126	64004	Gregory R Horn	2022	\$ 452.12	\$ 452.12	\$ 0.01	\$ 452.13		8313	5/18/2022	Senior	
2022-127	61776	Jeff D Hinton	2022	\$ 701.32	\$ 701.32	\$ 0.04	\$ 701.36		8314	5/18/2022	Senior	
2022-128	18209	Brenda J Owens	2022	\$ 482.34	\$ 482.34	\$ 0.02	\$ 482.36		8315	5/18/2022	Senior	
2022-129	34982	Donna Jean Schow	2022	\$ 314.10	\$ 314.10	\$ 0.02	\$ 314.12		8316	5/18/2022	Senior	
2022-130	4476	Mary Lou McCann	2022	\$ 65.57	\$ 65.57		\$ 65.57		8317	5/18/2022	Senior	
2022-131	77141	Geoffrey A Anderson	2022	\$ 1,477.92	\$ 1,477.92	\$ 0.09	\$ 1,478.01		8319	5/18/2022	Senior	
2022-132	28811	Gerald B Bergesen	2022	\$ 222.09	\$ 222.09		\$ 222.09		8320	5/18/2022	Senior	
2022-133	71659	Elwha Baptist Church	2022	\$ 207.14	\$ 207.14		\$ 207.14		8321	5/18/2022	Exempt	
2022-134	6187	Hoh Indian Tribe	2022	\$ 1,314.42	\$ 1,314.42	\$ 0.20	\$ 1,314.62		8364	6/23/2022	Exempt per DOR	
2022-135	5661	Hoh Indian Tribe	2022	\$ 3,258.66	\$ 3,258.66		\$ 3,258.66					
	6078	Hoh Indian Tribe	2022	\$ 2,895.77	\$ 2,895.77	\$ 0.81	\$ 2,896.58	\$ 6,155.24	8365	6/23/2022	Exempt per DOR	
2022-136	20282	Lockley	2022	\$ 826.64	\$ 826.64		\$ 826.64					
	20282	Lockley	2021	\$ 1,881.54	\$ 1,881.54		\$ 1,881.54					
	20282	Lockley	2020	\$ 1,885.03	\$ 1,885.03		\$ 1,885.03					

	20282	Lockley	2019	\$ 1,596.52	\$ 1,596.52	\$ 145.71	\$ 1,742.23	\$ 6,335.44	8366	6/23/2022	Senior
2022-137	59866	Fugge	2022	\$ 1,416.64	\$ 1,416.64	\$ 0.21	\$ 1,416.85		8367	6/23/2022	Senior
2022-138	84667	Quantz	2022	\$ 93.67	\$ 93.67	\$ -	\$ 93.67		8368	6/23/2022	Senior
2022-139	71991	Leveaux	2022	\$ 1,049.00	\$ 1,049.00	\$ 0.13	\$ 1,049.13		8369	6/23/2022	Senior
2022-140	84584	Ridle	2022	\$ 1,453.54	\$ 1,453.54	\$ -	\$ 1,453.54				
			2021	\$ 4,416.39	\$ 4,416.39		\$ 4,416.39				
			2020	\$ 4,500.04	\$ 4,500.04		\$ 4,500.04				
			2019	\$ 3,949.66	\$ 3,949.66	\$ 400.62	\$ 4,350.28	\$ 14,720.25	8370	6/23/2022	Senior
2022-141	64157	Sumption	2022	\$ 134.01	\$ 134.01	\$ 0.04	\$ 134.05		8371	6/23/2022	Senior
2022-142	63044	Baker	2022	\$ 158.91	\$ 158.91	\$ 0.04	\$ 158.95		8372	6/23/2022	Senior
2022-143	13617	Garvin	2022	\$ 542.79	\$ 542.79		\$ 542.79				
			2021	\$ 1,267.11	\$ 1,267.11	\$ 1.74	\$ 1,268.85	\$ 1,811.64	8373	6/23/2022	Senior
2022-144	85916	Bumgart	2022	\$ 141.68	\$ 141.68		\$ 141.68		8374	6/28/2022	Destroyed Property
2022-145	43271	Galindo	2021	\$ 23.97	\$ 23.97		\$ 23.97				
			2020	\$ 24.44	\$ 24.44		\$ 24.44				
			2019	\$ 20.59	\$ 20.59	\$ 2.06	\$ 22.65	\$ 71.06	8375	6/28/2022	Manifest Error
2022-146	47209	King	2021	\$ 515.71	\$ 515.71		\$ 515.71				
			2020	\$ 562.97	\$ 562.97		\$ 562.97				
			2019	\$ 501.73	\$ 501.73	\$ 47.77	\$ 549.50	\$ 1,628.18	8376	6/28/2022	Destroyed Property
2022-147	72400	Lahr	2022	\$ 116.74	\$ 116.74	\$ -	\$ 116.74				
			2021	\$ 110.64	\$ 110.64	\$ -	\$ 110.64				
			2020	\$ 101.45	\$ 101.45	\$ -	\$ 101.45				
			2019	\$ 85.47	\$ 85.47	\$ 7.77	\$ 93.24	\$ 422.07	8385	7/5/2022	Manifest Error
2022-148	72849	Interfor US Inc	2021	\$ 92,065.17	\$ 92,065.17	\$ -	\$ 92,065.17				
	72849	Interfor US Inc	2020	\$ 90,009.25	\$ 90,009.25	\$ 3,227.31	\$ 93,236.56	\$ 185,301.73	8386	7/14/2022	BOE/BTA Decision
2022-149	68592	PA Hardwood LLC	2022	\$ 211,801.97	\$ 211,801.97	\$ 22.62	\$ 211,824.59		8387	7/14/2022	BOE
2022-150	52539	Michael Stringer	2021	\$ 554.23	\$ 554.23	\$ 1.13	\$ 555.36		8388	7/28/2022	Senior
2022-151	60592	Ricki Niehaus	2022	\$ 469.91	\$ 469.91	\$ 0.06	\$ 469.97		8389	7/28/2022	Senior
2022-152	81298	Harry King	2021	\$ 684.98	\$ 684.98	\$ 1.41	\$ 686.39		8390	7/28/2022	Senior
2022-153	61167	Port of Port Angeles	2022	\$ 2,538.70	\$ 2,538.70	\$ -	\$ 2,538.70				
			2021	\$ 1.63	\$ 1.63	\$ -	\$ 1.63				
			2020	\$ 1.63	\$ 1.63	\$ -	\$ 1.63				
			2019	\$ 1.63	\$ 1.63	\$ 0.55	\$ 2.18	\$ 2,544.14	8391	8/3/2022	Error Correction
2022-154	50295	Curtis	2021	\$ 412.19	\$ 412.19	\$ -	\$ 412.19				
			2020	\$ 430.05	\$ 430.05	\$ -	\$ 430.05				
			2019	\$ 444.96	\$ 444.96	\$ -	\$ 444.96				
			2018	\$ 442.25	\$ 442.25	\$ -	\$ 442.25				
			2017	\$ 469.70	\$ 469.70	\$ 68.10	\$ 537.80	\$ 2,267.25	8392	8/3/2022	Senior
2022-155	26110	Douglas Howard	2022	\$ 375.51	\$ 375.51	\$ 0.04	\$ 375.55		8395	8/3/2022	Senior
2022-156	60643	Sandra Seligmiller	2022	\$ 304.84	\$ 304.84	\$ 0.04	\$ 304.88	\$ 304.88	8397	8/3/2022	Senior
2022-157	39369	Joanna Calloway	2022	\$ 129.11	\$ 129.11	\$ 0.01	\$ 129.12		8402	8/16/2022	Senior
2022-199	43871	Ken Kerzie	2022	\$ 83.07	\$ 83.07		\$ 83.07		8403	8/16/2022	senior
2022-158	13313	Cheri Fiorina	2022	\$ 962.60	\$ 962.60	\$ -	\$ 962.60		8404	8/16/2022	Senior
			2021	\$ 2,281.42	\$ 2,281.42	\$ -	\$ 2,281.42				
			2020	\$ 2,452.13	\$ 2,452.13	\$ 102.65	\$ 2,554.78	\$ 5,798.80	8405	8/16/2022	senior
2022-159	15235	Gregory Madsen	2020	\$ 509.48	\$ 509.48	\$ 17.92	\$ 527.40		8406	8/17/2022	senior
2022-160	14499	Laura Kriese and Kathryn S	2017	\$ 556.49	\$ 556.49	\$ 9.07	\$ 565.56		8407	8/17/2022	senior
2022-161	41613	Linda Phair	2017	\$ 21.85	\$ 21.85	\$ 5.50	\$ 27.35		8408	8/22/2022	senior
2022-162	30462	Glenn Stovall	2022	\$ 87.92	\$ 87.92	\$ -	\$ 87.92		8409	8/22/2022	senior

2022-163	29815	Karen Arakaki and Robin H	2022	\$ 210.36	\$ 210.36	\$ 0.03	\$ 210.39		8410	8/22/2022	senior
2022-164	50727	Jerry Mchaffie Estate	2022	\$ 829.58	\$ 829.58	\$ -	\$ 829.58		8416	9/9/2022	senior
2022-165	25923	King	2022	\$ 564.70	\$ 564.70	\$ -	\$ 564.70				
			2021	\$ 1,510.00	\$ 1,510.00	\$ -	\$ 1,510.00				
			2020	\$ 1,685.47	\$ 1,685.47	\$ -	\$ 1,685.47				
			2019	\$ 1,463.36	\$ 1,463.36	\$ 4.47	\$ 1,467.83	\$ 5,228.00	8417	9/9/2022	senior
2022-166	35371	Irene Irvine	2019	\$ 376.54	\$ 376.54	\$ 22.74	\$ 399.28		8418	9/9/2022	senior
2022-167	28777	Charles Bonnet	2022	\$ 159.56	\$ 159.56	\$ 0.02	\$ 159.58		8419	9/14/2022	senior
2022-168	49392	Mary Gilbertson	2022	\$ 222.42	\$ 222.42	\$ 0.08	\$ 222.50		8420	9/14/2022	senior
2022-169	64629	Ann Wiseman and Bonita C	2022	\$ 681.64	\$ 681.64	\$ 0.15	\$ 681.79		8421	9/14/2022	senior
2022-170	41675	Michael Darrow	2022	\$ 81.95	\$ 81.95	\$ -	\$ 81.95				
			2020	\$ 621.53	\$ 621.53	\$ -	\$ 621.53				
			2019	\$ 376.54	\$ 376.54	\$ 47.77	\$ 424.31	\$ 1,127.79	8422	9/14/2022	senior
2022-171	18129	Keith Barrick	2022	\$ 401.58	\$ 401.58	\$ 0.06	\$ 401.64		8423	9/14/2022	disability
2022-172	29814	Pam Foss and Donna Crisci	2022	\$ 212.24	\$ 212.24	\$ 0.03	\$ 212.27		8424	9/14/2022	senior
2022-173	49740	Larry Williams and Diane F	2022	\$ 142.01	\$ 142.01	\$ 0.14	\$ 142.15		8429	9/21/2022	senior
2022-174	13435	Brian and Judith Wilson	2021	\$ 835.97	\$ 835.97	\$ 1.25	\$ 837.22		8430	9/21/2022	senior
2022-175	40229	R & M Family Washington I	2022	\$ 353.57	\$ 353.57	\$ 0.08	\$ 353.65		8431	9/21/2022	Demo
2022-176	21203	Olympic View Properties	2021	\$ 1,539.66	\$ 1,539.66	\$ -	\$ 1,539.66				
			2020	\$ 1,569.17	\$ 1,569.17	\$ -	\$ 1,569.17				
			2019	\$ 1,515.68	\$ 1,515.68	\$ 156.25	\$ 1,671.93	\$ 4,780.76	8432	9/21/2022	dbl assessment
2022-177	13405	Anthony and Margaret Wo	2022	\$ 622.47	\$ 622.47	\$ 0.14	\$ 622.61		8433	9/23/2022	senior
2022-178	44119	CC Parks	2022	\$ 248.48	\$ 248.48	\$ 0.04	\$ 248.52		8434	9/23/2022	prorate exempt status
2022-179	54202	Harvey and Susan Evans	2021	\$ 121.39	\$ 121.39	\$ -	\$ 121.39				
			2020	\$ 82.18	\$ 82.18	\$ 3.21	\$ 85.39	\$ 206.78	8435	9/23/2022	destroyed property
2022-180	51955	Mark Fugge	2022	\$ 297.86	\$ 297.86	\$ 0.05	\$ 297.91		8436	10/4/2022	senior
2022-181	42675	Susan Molin	2022	\$ 574.58	\$ 574.58	\$ 0.14	\$ 574.72		8437	10/4/2022	senior
2022-182	17158	Patricia McManus	2022	\$ 592.67	\$ 592.67	\$ 0.14	\$ 592.81		8438	10/4/2022	senior
2022-183	57138	Michael Wood	2022	\$ 1,513.12	\$ 1,513.12	\$ 0.15	\$ 1,513.27		8439	10/4/2022	senior
2022-184	35954	Kimberly Mays	2022	\$ 636.66	\$ 636.66		\$ 636.66				
			2021	\$ 550.00	\$ 550.00		\$ 550.00				
			2020	\$ 619.42	\$ 619.42		\$ 619.42				
			2019	\$ 593.58	\$ 593.58	\$ 78.98	\$ 672.56	\$ 2,478.64	8440	10/4/2022	senior
2022-185	45867	Marcelino Ortiz	2022	\$ 21.91	\$ 21.91		\$ 21.91		8441	10/4/2022	destroyed property
2022-186	61637	Clallam County Public Hosp	2022	\$ 17.26	\$ 17.26	\$ 0.06	\$ 17.32		8442	10/4/2022	sale
2022-187	86328	Bendi Middleton	2022	\$ 1,358.50	\$ 1,358.50	\$ 0.32	\$ 1,358.82		8443	10/4/2022	destroyed property
2022-188	58173	Donald Simons	2022	\$ 1,842.30	\$ 1,842.30	\$ 0.42	\$ 1,842.72		8446	10/7/2022	senior
2022-189	29347	Glenn Born	2022	\$ 582.54	\$ 582.54	\$ 0.14	\$ 582.68		8447	10/7/2022	senior
2022-190	23137	Ann Wright	2022	\$ 1,784.85	\$ 1,784.85	\$ 0.55	\$ 1,785.40		8448	10/7/2022	senior
2022-191	47186	Donald Gregor	2022	\$ 1,060.77	\$ 1,060.77	\$ 0.29	\$ 1,061.06		8449	10/7/2022	senior
2022-192	63763	Harold Landry	2022	\$ 1,128.43	\$ 1,128.43	\$ -	\$ 1,128.43				
			2021	\$ 338.64	\$ 338.64	\$ 0.56	\$ 339.20	\$ 1,467.63	8450	10/7/2022	senior
2022-193	56170	Paula Rathbun	2022	\$ 356.40	\$ 356.40	\$ 0.10	\$ 356.50		8451	10/7/2022	senior
2022-194	41763	Paul Barela	2022	\$ 776.40	\$ 776.40	\$ 0.17	\$ 776.57		8452	10/7/2022	senior
2022-195	29888	Daniel and Linda Hunt	2022	\$ 61.38	\$ 61.38	\$ 0.04	\$ 61.42		8453	10/7/2022	senior
2022-196	13650	Dianne Wilson	2022	\$ 330.66	\$ 330.66	\$ 0.06	\$ 330.72		8454	10/7/2022	senior
2022-197	13502	Michael Williams	2022	\$ 814.84	\$ 814.84	\$ 0.12	\$ 814.96		8455	10/7/2022	senior
2022-198	39369	Joanna Calloway	2021	\$ 914.94	\$ 914.94	\$ -	\$ 914.94				
			2020	\$ 954.55	\$ 954.55	\$ 41.38	\$ 995.93	\$ 1,910.87	8456	10/7/2022	senior

2022-200	54915	Dana and Sean Lawson	2022	\$ 1,314.09	\$ 1,314.09	\$ 0.31	\$ 1,314.40		8463	10/24/2022	senior
2022-201	28684	Lynn and Noah Lehr	2022	\$ 272.05	\$ 272.05	\$ 0.06	\$ 272.11		8464	10/24/2022	senior
2022-202	23442	John and Linda Rigg	2022	\$ 985.64	\$ 985.64	\$ -	\$ 985.64				
			2021	\$ 2,601.15	\$ 2,601.15	\$ -	\$ 2,601.15				
			2020	\$ 2,503.95	\$ 2,503.95	\$ 117.57	\$ 2,621.52	\$ 6,208.31	8465	10/24/2022	senior
2022-203	19469	Marjorie Brunckhurst	2022	\$ 442.96	\$ 442.96	\$ 0.14	\$ 443.10		8466	10/24/2022	senior
2022-204	28426	Marjorie Whitmore	2019	\$ 440.95	\$ 440.95	\$ 29.84	\$ 470.79		8467	10/24/2022	senior
2022-205	60392	Chester and Ines Epperson	2022	\$ 1,610.36	\$ 1,610.36	\$ 0.20	\$ 1,610.56		8468	10/27/2022	senior
2022-206	28255	Sally Renee	2022	\$ 452.68	\$ 452.68	\$ 0.05	\$ 452.73		8469	10/27/2022	senior
2022-207	32561	Holly Bliss	2021	\$ 84.81	\$ 84.81	\$ -	\$ 84.81				
			2020	\$ 88.50	\$ 88.50	\$ -	\$ 88.50				
			2019	\$ 91.56	\$ 91.56	\$ -	\$ 91.56				
			2018	\$ 91.00	\$ 91.00	\$ -	\$ 91.00				
			2017	\$ 96.65	\$ 96.65	\$ 15.82	\$ 112.47	\$ 468.34	8470	10/27/2022	senior
2022-208	35885	Angelika and Teo Nugent	2022	\$ 2,770.81	\$ 2,770.81	\$ 0.19	\$ 2,771.00		8471	10/27/2022	senior
2022-209	8969	Cynthia Hart	2017	\$ 864.57	\$ 864.57	\$ -	\$ 864.57				
			2018	\$ 835.37	\$ 835.37	\$ -	\$ 835.37				
			2019	\$ 696.17	\$ 696.17	\$ 0.36	\$ 696.53	\$ 2,396.47	8472	10/27/2022	senior
					\$ -		\$ -				
					\$ -		\$ -				
				\$ 663,570.05	\$ 663,570.05	\$ 5,912.02	\$ 669,482.07	\$ 337,848.97			
		Corrections		\$ -	\$ -	\$ -	\$ -				
		Corrected Balance		\$ 663,570.05	\$ 663,570.05	\$ 5,912.02	\$ 669,482.07				
		PACS Balances		\$ -	\$ -	\$ -	\$ -				
		Difference		\$ 663,570.05	\$ 663,570.05	\$ 5,912.02	\$ 669,482.07				



AGENDA ITEM SUMMARY

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

13
JAN 23 2023

Department: Public Works/Roads

WORK SESSION ☒ **Meeting Date: 01/23/23**

REGULAR AGENDA ☒ **Meeting Date: 01/31/23**

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:

Due to a number of changes in personnel in the Roads Department, we need to update our Right of Way Procedures both for ourselves and for the State. The new Right of Way Procedures needs to be reviewed and signed before submittal to the Local Programs Manager for WSDOT.

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

None

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

Approve

County Official signature & print name:

Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi & Linda Capps1

Relevant Departments: Roads

Date submitted: 1/18/2023

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

Right of Way Procedures

The Clallam County Road Department (Agency), needing to acquire real property (obtain an interest in and/or possession of) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to adhere to all applicable laws, statutes, and regulations. The Agency is responsible for the real property acquisition and relocation activities on projects administered by the Agency and must acquire right of way (ROW) in accordance with the policies set forth in the Washington State Department of Transportation Right of Way Manual M 26-01 and Local Agency Guidelines (LAG).

Below is a list of Agency staff, by names and position titles, that are qualified to perform specific ROW functions. Attached to these procedures are resumes for everyone listed within these procedures, which provides a summary of their qualifications. The procedures shall be updated whenever staffing changes occur.

1. The Agency has the staff with the knowledge and experience to accomplish the following ROW Disciplines:
 - i. **PROGRAM ADMINISTRATION:**
Oversee delivery of the ROW Program on federal aid projects for the Agency. Ensures ROW functions are carried out in compliance with federal and state laws, regulations, policies, and procedures.
Responsibilities/Expectations:
 - Ensures Agency's approved ROW Procedures are current, including staff qualifications, and provides copies to consultants and Agency staff;
 - Oversight of ROW consultants;
 - use of consultant contract approved by WSDOT
 - management of ROW contracts
 - management of ROW files
 - reviews and approves actions and decisions recommended by staff & consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
 - Sets Just Compensation prior to offers being made;
 - Oversight and approval of Administrative Offer Summaries (AOS) per policy;
 - Oversight and approval of Administrative Settlements per policy;
 - Ensure Agency has a relocation appeal process in place prior to starting relocation activities;
 - Obligation authority for their Agency;
 - Obtain permits (Non-Uniform Relocation Act (URA));
 - Ensures there is a separation of functions to avoid conflicts of interest.
 - Verifies whether ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate and maintain the proposed projects (see LAG Appendix 25.174, 25.175, & 25.176).

Joe Donisi, P.E., Clallam County Engineer

Note: Staff included under Program Administration must have completed the eLearning Administrative Settlement and No ROW Verification training available at <http://www.wsdot.wa.gov/LocalPrograms/ROWServices/Training.htm>

ii. **APPRAISAL**

Prepare and deliver appraisals on federal aid projects for the Agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use Appraiser from WSDOT's Approved Consultant List if Agency does not have qualified staff;
- Prepare ROW Funding Estimate (not required to be completed by an appraiser & only when there are federal funds in the ROW Phase);
- Prepare AOS;
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Contract with a Qualified Consultant

iii. **APPRAISAL REVIEW:**

Review appraisals on federal aid projects for the Agency to make sure they are adequate, reliable, have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Consultant List if agency does not have qualified staff;
- Ensures project wide consistency in approaches to value, use of market data, and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management as necessary.

Contract with Qualified Consultant

iv. **ACQUISITION:**

Acquire, through negotiation with property owners, real property, or real property interests (rights) on federal aid projects for the Agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;

- To avoid a conflict of interest, when the acquisition function prepares an AOS, only acquires property valued at \$10,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare AOS justification and obtain approval;
- Prepare Administrative Settlement and obtain approval;
- Prepare Right of Way Funding Estimate (when there are federal funds in the ROW Phase);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Maintain a complete, well organized parcel file for each acquisition;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management as necessary.

Linda Capps, Lead Right of Way Agent

Kaia Moore, Right of Way Agent

Note: Staff included under Acquisition must have completed the eLearning Administrative Settlement training available at

<http://www.wsdot.wa.gov/LocalPrograms/ROWServices/Training.htm>

v. **RELOCATION:**

Provide relocation assistance to occupants of property considered displaced by a federally funded projects for the Agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Prepare and obtain approval of relocation plan prior to starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for Agency approving authority prior to making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Maintain a complete, well organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary.

Contract by a Qualified Consultant

vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the

Agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep ROW free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Ensure occupants and personal property is removed from the ROW;
- Maintain a complete, well organized property management file;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management as necessary.

Jesse Goodman, Engineer 1

- b. Any functions for which the Agency does not have qualified staff, the Agency will contract with another local agency with approved procedures, a qualified consultant, or the WSDOT. An Agency that proposes to use qualified consultants for any of the above functions will need to work closely with their ROW Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the Agency proposes to have staff approved to negotiate who have limited experience in negotiation for FHWA funded projects, the LAC must be given an opportunity to review all offers and supporting data prior to offers being made to the property owners.
 - c. The Agency's Administrative Settlement Procedures indicating the approval authorities and the procedures involved in making administrative settlement needs to be included with these procedures (see Exhibit A).
 - d. An Agency wishing to take advantage of the AOS process, properties valued up to \$25,000 or less, need to complete Exhibit B of these procedures.
2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, ROW, construction stages, and for a three-year period following acceptance of the projects by WSDOT.
 3. Approval of the Agency's procedures by WSDOT Local Programs may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

Mark Ozias, Chair Clallam County Board

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

EXHIBIT A
Agency's Administrative Settlement Policy

Administrative Settlements are occasionally required in addition to Just Compensation in order to acquire needed Right of Way through negotiation. These Administrative Settlements can help eliminate costly condemnation litigation and project construction schedule delays. The Project Parcel Negotiation diary shall contain rational, justification and/or documentation of the settlement offer. The level of Authority to offer Administrative Settlements will be as follows and final approval will rest with the Clallam County Board of Commissioners:

- A. Acquisition Negotiator- Just Compensation plus up to \$10,000 Administrative Settlement
- B. Program Administration- Just Compensation plus up to \$20,000 Administrative Settlement
- C. Clallam County Board of Commissioners- All Settlements exceeding program Administrations authority.

Mark Ozias, Chair Clallam County Board

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

1

Date

EXHIBIT B
Waiver of Appraisal
Agency's Administrative Offer Summary (AOS)

The Clallam County Road Department, hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C and State directives, and desiring to take advantage of the \$25,000.00 appraisal waiver process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple and the compensation estimate indicated on the ROW Funding Estimate is \$25,000.00 or less including cost-to cure items. A True Cost Estimate shall not be used with this procedure.
- B. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers \$10,000 or less.
- C. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$10,000 and up to \$25,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the AOS as no review is mandated, the preparer needs to assure that the compensation is fair and that all the calculations are correct.

Procedures

- A. An AOS is prepared using comparable sales found at the time of preparation.
- B. The AOS is approved by the Agency staff listed under Program Administration within these Right of Way Procedures. Upon signature a first offer to the property owner(s) is authorized.

Mark Ozias, Chair Clallam County Board

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date



AGENDA ITEM SUMMARY

14
JAN 23 2023

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

Department: Public Works

WORK SESSION ☒ **Meeting Date:** 01/23/2023

REGULAR AGENDA ☒ **Meeting Date:** 01/31/2023

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 Certification

Documents exempt from public disclosure attached: ☐

Executive Summary:

"Certification of the 2023 Road Levy and Estimated Revenue Produced" is completed by the County to submit the annual amount of road levy and the amount budgeted for traffic policing and traffic law enforcement.

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

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

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

We recommend the Board approve this item and authorize the Chair to sign the certification.

County Official signature & print name: Mary Peterson Joe Donisi

Name of Employee/Stakeholder attending meeting: Mary Peterson Joe Donisi

Relevant Departments: Public Works, Assessor & Finance

Date submitted: 01/18/23

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

Clallam County
Certification of the 2023 Road Levy and Estimated Revenue Produced
WAC 136-150-021

Total County Valuation: \$14,967,504,004

Road District Valuation: \$9,943,970,294

Highest Lawful Road Levy:

Line I, Highest Lawful Levy Calculation form, DOR form REV 64-0007 (7/30/2019)

\$8,131,689

County Road Levy Shifted to Current Expense (per RCW 84.52.043):

\$0

Adjusted Highest Lawful Road Levy:

\$8,131,689

Actual Adopted/Established Road Levy:

(Levy Fixed in Accordance with RCW 36.40.090)

\$8,131,689

Do not include any refund levy amounts

Banked Capacity to Carryover to 2024:

\$0

(Road District Only)

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

Service to be Provided	Diverted \$/Thousand Diverted Levy Amount	
Total Diverted Road Levy:	\$	\$0
Road Levy Revenue Remaining for Roads (RCW 36.82.040)	\$0.817751	\$8,131,689

Road Funds Budgeted to be used for Traffic Law Enforcement

Traffic Law Enforcement Funded Through Operating Transfer (per agreement): \$0

Traffic Law Enforcement Funded Through Direct Payment (cost reimbursement): \$500,000

Total Budgeted Road Fund Expenditures for Traffic Enforcement: \$500,000

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

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

**Clallam County
Calendar Year 2023
Digital Submittal Certification
for Forms Due March 1st**

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

Road Levy Certification for 2023

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

Chair / Executive Signature

Date

County Engineer Signature

Date



19

AGENDA ITEM SUMMARY

JAN 23 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 1-23-23**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Steve Burke – Small Business Development Center will provide a Small Business Development Center update for Clallam County January 1 through December 31 ,2022.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Steve Burke – Small Business Development Center

Relevant Departments: Board of Commissioners

Date submitted: 1-12-23

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

Small Business Development Center update 1-23-23

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

Revised: 3-04-2019



Clallam County Report January 1 through December 31, 2022

Steve Burke – steve.burke@wsbdc.org

Clallam County SBDC Report

Hiring a New Advisor:

We are pleased to announce that SharonAnn Hamilton has joined the SBDC network to serve the Peninsula including Clallam & Jefferson Counties.

SharonAnn started on January 17th and will begin our advisor certification program. Please welcome her and help her become a key contributor to small businesses here.

Clallam County SBDC Report

SharonAnn's Bio

SharonAnn Hamilton served more than 25 years as a CFP® (Certified Financial Planner) for American Express Companies. She holds an MBA (Organizational Behavior) and MSFS (Master's Degree in Financial Services.) After 20+ years with American Express Financial Advisors, she founded Hamilton Business Coaching. She has owned and operated several small businesses: a financial planning company, a mini-storage, a 160-acre nature reserve and travel park, and residential real estate.

SharonAnn will be serving Clallam and Jefferson County as an SBDC advisor **Helping business-owners who want objective, strategic, compassionate, and practical guidance.**

Clallam County SBDC Report

January 1, 2022 to December 31, 2022:

	Data Element(s)	Current Value	Cumulative to Date
1.	CASE TOTALS (Clients)		
2.	Number of Clients Counseled	87	87
3.	Number of New Clients	44	44
4.	Company Status		
5.	Pre-venture/Nascent	28	28
6.	Startups	14	14
7.	In Business	45	45
8.	CASE TOTALS (Total Hours)		
9.	All Prep + Contact Client Hours	663	663
10.	New Client Hours	244	244

Clallam County SBDC Report

January 1, 2022 to December 31, 2022:

11.	CASE TOTALS (Impacts)		
12.	Capital Infusion	1,214,146	1,214,146
13.	Number Businesses Created	9	9
14.	Jobs Created	18	18
15.	Jobs Saved/Retained	38	38
16.	Jobs Supported (In Business)	186	186

Clallam County SBDC Report

January 1, 2022 to December 31, 2022:

17.	DEMOGRAPHICS (Type of Business, # of Clients)		
18.	Accommodation and Food Services	6	6
19.	Agriculture, Forestry, Fishing and Hunting	9	9
20.	Arts and Entertainment	6	6
21.	Construction	2	2
22.	Educational Services	2	2
23.	Finance and Insurance	0	0
24.	Healthcare and Social Assistance	1	1
25.	Management of Companies and Enterprises	0	0
26.	Manufacturing	8	8
27.	Professional/Technical Services	4	4

Clallam County SBDC Report

January 1, 2022 to December 31, 2022: Demographics Continued:

28.	Real Estate, Rental and Leasing	0	0
29.	Research and Development	1	1
30.	Retail	5	5
31.	Service	11	11
32.	Technology Services	0	0
33.	Transportation and Warehousing	1	1
34.	Wholesale	0	0
35.	No Response	31	31

Clallam County SBDC Report

January 1, 2022 to December 31, 2022: Demographics Continued:

36. **DEMOGRAPHICS (Business Ownership Gender)**

37. Male	5	5
38. Female	20	20
39. Male/Female	5	5
40. No Response	57	57

41. **DEMOGRAPHICS (Ethnic Background - Race)**

42. American Indian or Alaskan Native	8	8
43. Asian	4	4
44. Black or African American	0	0
45. Native Hawaiian or Pacific Islander	1	1
46. Multiracial	1	1
47. White	59	59
48. No Response	14	14

Clallam County SBDC Report

January 1, 2022 to December 31, 2022: Demographics Continued:

49.	DEMOGRAPHICS (Ethnicity)		
50.	Hispanic	8	8
51.	Non-Hispanic	61	61
52.	No Response	18	18
53.	DEMOGRAPHICS (Business Ownership Vet. Status)		
54.	Veteran	1	1
55.	Service-Disabled Veteran	1	1
56.	Non-veteran	17	17
57.	No Response	68	68

Clallam County SBDC Report

January 1, 2022 to December 31, 2022:

58.	COUNSELING ACTIVITY (Areas of Counseling, # of Sessions)		
59.	Business Accounting/Budget	4	4
60.	Business Plan	5	5
61.	Buy/Sell Business	7	7
62.	Cash Flow Management	3	3
63.	COVID-19 Related	40	40
64.	Financing/Capital	9	9
65.	Human Resources/Employee Mgt	3	3
66.	International Trade	3	3
67.	Managing a Business	20	20
68.	Marketing/Sales	6	6
69.	Start-up Assistance	55	55
70.	No Response	0	0
71.	Other	87	87

Washington SBDC Locations

Find the Nearest Advisor: <https://wsbdc.org/contact-an-advisor/washington@wsbdc.org> or 833-4WA-SBDC





AGENDA ITEM SUMMARY

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

JAN 23 2023

Department: BOCC

WORK SESSION ☒ Meeting Date: 1/23/23

REGULAR AGENDA ☐ Meeting Date: 1/24/23

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 -Letter |

Documents exempt from public disclosure attached: ☐

Executive summary:

Joint letter with the Board of County Commissioners, Sequim City Council, and Jamestown S'Klallam Tribe requesting the US 101 Simdars Bypass Project be fully funded in the 2025-27 biennium.

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?)
Request approval and Chair to sign joint letter.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 1-18-23

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

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

Joint letter Highway 101 Simdars Bypass 1-24-23

Revised: 3-04-2019



Jamestown S'Klallam Tribe

January 13, 2023

Chairman, Representative Jake Fey
House Transportation Committee
JLOB 415, P.O. Box 40600
Olympia, WA 98504-0600

Ranking Member, Representative Andrew Barkis
House Transportation Committee
427A Legislative Building, P.O. Box 40600
Olympia, WA 98504-0600

Chairman, Senator Marko Liias
Senate Transportation Committee
305 John A. Cherberg Building
Olympia, WA 98504

Ranking Member, Senator Curtis King
Senate Transportation Committee
P.O. Box 40414
Olympia, WA 98504-0414

RE: Joint Letter from Sequim City Council, Board of Clallam County Commissioners and Jamestown S'Klallam Tribe Requesting Funding of the Highway 101/Simdars Bypass Project in the 2025-27 Biennium.

Representative Fey, Representative Barkis, Senator Liias & Senator King:

The City of Sequim, Jamestown S'Klallam Tribe, and Clallam County are asking that the US 101 Simdars Bypass project be fully funded in the 2025-27 biennium. Funds were appropriated last session, but the Governor's budget shows the project funding beginning in 2031 and extending through 2035.

The project consists of removing two city road intersections with US 101 and connecting them safely via a frontage road and bridge to a newly completed interchange. The frontage road will

correct two dangerous intersections and the completed interchange will provide the opportunity for economic development on the east side of Sequim and in Clallam County. This project was first envisioned over twenty-five years ago as part of the Sequim bypass, but funding constraints at the time prevented construction. Right of way for the work was, however, purchased.

In addition to improving safety on a highway whose traffic volume has increased exponentially, constructing the Simdars bypass in the 25-27 biennium will allow it to be coordinated with another WSDOT project, replacement of the Johnson Creek fish barrier culvert. Both projects are in the same US 101 construction corridor.

WSDOT is scheduling a number of projects on the North Olympic Peninsula in the next few years, many of them barrier culvert replacements. Constructing the Simdars Bypass at the same time as the Johnson Creek culvert will help to minimize cumulative traffic impacts to the area and provide an economic economy of scale.

Funding in 25-27 will greatly improve safety, provide economic development, and reduce construction related impacts to residents, freight, and tourism throughout Clallam County.

Respectfully,



W. Ron Allen
Tribal Chairman / CEO, Jamestown S'Klallam Tribe

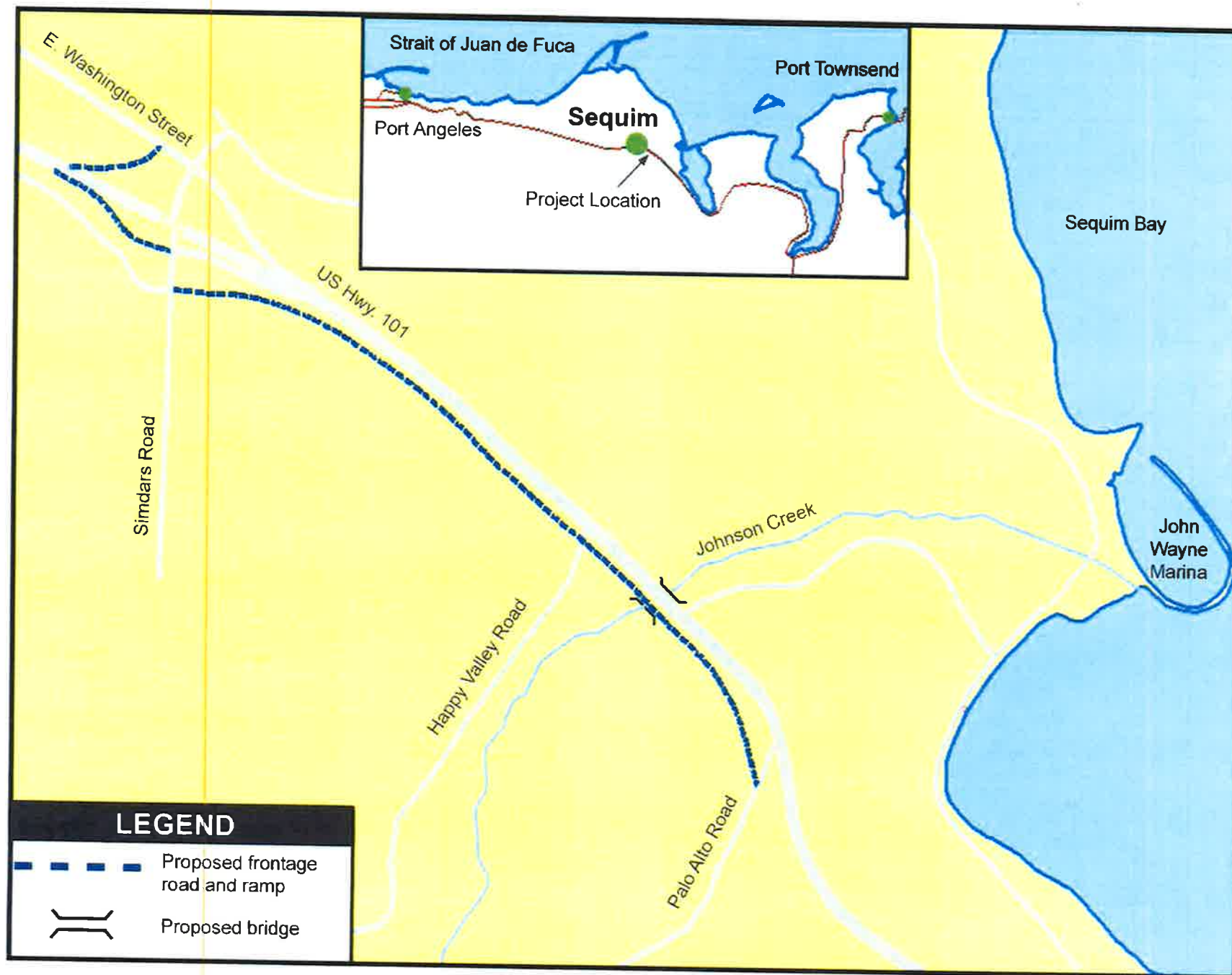
Mark Ozias
Board of Clallam County Commissioners, Clallam County District 1



Tom Ferrell
Mayor, on behalf of the Sequim City Council

Attachment: Highway 101/Simdars Bypass and Johnson Creek Map

Cc: Representative Mike Chapman
Representative Steve Tharinger
Senator Kevin Van De Wege
Chairman Allen
Commissioner Ozias
Mayor Ferrell





AGENDA ITEM SUMMARY

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

17
1/23/23

Department: Board of County Commissioners

WORK SESSION ☒ **Meeting Date:** January 23, 2023

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: The purpose of this work session item is to provide a briefing to the Board on several major County projects. The briefing will be based on the attached project summaries: (1) Clallam County Rural Broadband Project; (2) Clallam Bay/Seki Sewer System; (3) Carlsborg Sewer System; (4) Dungeness Off-Channel Reservoir Project; (5) Towne Road Reconstruction and Dungeness Levee Setback Project; and (6) Joint Public Safety Facility (new emergency operation center). Staff will follow-up with a similar project summary briefing for the Carlsborg Water System and Bullman Beach Water System projects at the Board's January 30 work session.

The intent of these project summary briefings is to provide the Board an understanding of project scope, project team make-up, project phases/timelines, project funding, key milestones/next-steps, and challenges. These project reports are to provide a project baseline with subsequent more detailed individual project briefings to the Board occurring throughout the project on a periodic basis or as requested by the Board.

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

N/A

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

No action needed. This is intended to be a major project briefing to the Board.

County Official signature & print name: _____

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

Name of Employee/Stakeholder attending meeting: Rich Sill, Steve Gray, Joe Donisi, Ron Cameron, & Bruce Emery

Relevant Departments: BOCC, Public Works, Sheriff Dept., and Community Development

Date submitted: January 18, 2023

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

CLALLAM COUNTY RURAL BROADBAND PROJECT

(Last Updated January 2023)

Project Description

Clallam County was awarded grants from the Washington State Broadband Office (WSBO) and Washington State Public Works Board (PWB) totaling approximately \$20.6 million dollars. The project will deliver, upon completion, service that reliably meets or exceeds symmetrical download and upload speeds of 100 Mbps and will be available to approximately 1,560 premises in rural Clallam County located generally between the US 101/SR 112 junction and continuing west of the community of Joyce—see attached map. The project will include an estimated 78 aerial miles of fiber installed along existing power poles and an estimated 101 miles of fiber installed underground.

Project Team

Team Lead: Steve Gray, Deputy Public Works Director
Project Manager: TBD (likely consultant)
Support: Chelsea Millar, Project Coordinator/Administrative Specialist
Ron Garcelon, Utility Program Manager
Legal: Dee Boughton, Deputy Prosecuting Attorney
Engineering: Public Works Dept. Engineering Team lead by Joe Donisi, County Engineer
Finance: Hilary Steeby, Public Works Accountant
Mark Lane, County Chief Financial Officer
Other Support: Linda Capps, Lead Right-of-Way Agent (Utility Easements)
Administrative: Public Works Administrative Staff
Mark Doten, IT Director (Technical Support)
Consultant: TBD
Project Partners: Potential partners Clallam County PUD No. 1 and Astound Broadband.

Project Phases/Timeline

Phase	Description	Tentative Timeline
Phase 1	Request for Qualifications/Proposals – Project Management	1 st Quarter 2023
Phase 2	Request for Qualifications/Proposals—Project Design.	1 st Quarter 2023
Phase 3	Project Design, Right-of Way/Utility Easements, PUD Pole Attachment Agreement, Environmental Review, Archaeological Monitoring Plan, Permitting, and other related support work.	Complete/Substantially Complete in 2023
Phase 4	Request for Proposal – Construction	Target 4 th Quarter 2023
Phase 5	Construction and Acceptance Testing	Jan. 2024 – Oct. 2026
Phase 6	Operation and Maintenance	Upon Completion

Project Funding

Funding Source	Est. Project Cost	Award	Match	Comments
WSBO Grant	\$17,861,094	\$16,074,985	\$1,786,109	10% match to be met by County allocated ARPA Funds.
PWB Grant	\$4,525,174	\$4,525,174	N/A	
TOTALS	\$22,386,268	\$20,600,159	\$1,786,109	

Status and Key Milestones

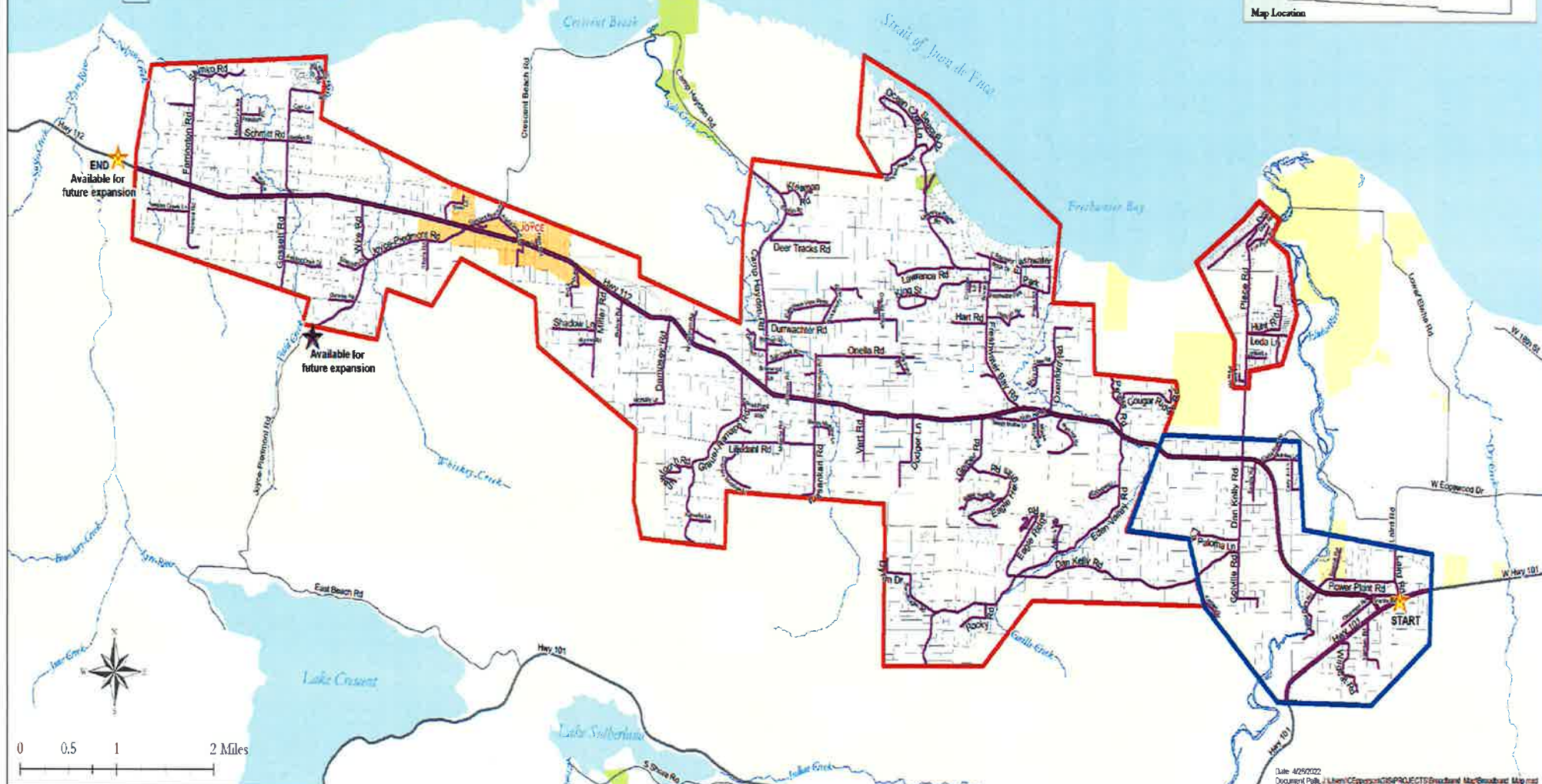
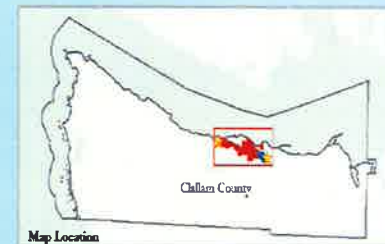
- Awarded a total of ~ \$20.6 million in grant funding.
- Grant contract agreements between the state and county executed in December 2022.
- Next steps are to put out a Request for Qualifications for project management and to reach out to Clallam County PUD No. 1 for interest in a project partnership.
- Goal is to complete or substantially complete project design, utility easement acquisition, permitting and related activities in 2023.
- Construction anticipated to commence in 2024 and any constructed related work must be obligated (i.e., under contract) by December 31, 2024, to be eligible for grant reimbursement.
- Project must reach substantial completion by October 30, 2026. Substantial completion is defined as the date for which the project can fulfill the primary operations that it was designed to perform, delivering services to end-users.

Challenges

- Broadband is a new utility service to be provided by Clallam County.
- Project schedule combined with both limited staff resources and lack of experience in broadband utilities will require contracting with qualified professionals to support project management, design, permitting, construction, and related activities.
- Clallam County must maintain ownership for a minimum of 15-years for the project area funded by the PWB Rural Broadband Grant and a minimum of 25-years for the project area funded by the WABO Rural Broadband Grant.
- Finding partnerships and entering into agreements on long-term operation and maintenance of the constructed broadband network upon completion.



-  WSBO Area
  Start/End of Project
  Other roads
  Tribal & public ownership
 PWB Area
 Middle Mile
 Hwy
 State & County Parks
 Tribal Land
 Joyce Urban Growth Area
 Last Mile
 Main
 Dept. of Natural Resources
 Parcels within Broadband Project Areas



Date: 4/28/2022
Document Path: J:\Users\CEP\Documents\PROJECTS\Broward Map\Broward Map.mxd

CLALLAM BAY/SEKIU SEWER SYSTEMS

(Last Updated January 2023)

Description

The two adjacent unincorporated communities of Clallam Bay and Sekiu are part of the ~ 1,386-acre Clallam Bay-Sekiu Urban Growth Area (UGA). Due to topography, the two communities are served by separate wastewater treatment plants (WWTP) and sewer service areas (see attached maps). Both the Clallam Bay and Sekiu WWTP's became operational in 1977, with treated wastewater discharged by separate outfalls into the marine waters of Clallam Bay. The two sewer systems have a combined total of 328 connections--259 residential, 53 commercial, and 16 public. The state Clallam Bay Corrections Facility located in the UGA has its own WWTP, which discharges into a shared outfall pipe with the Sekiu WWTP. More information at: www.clallamcountywa.gov/630/Clallam-Bay-Sekiu-Sewer-System

Project Team

Team Lead:	Steve Gray, Deputy Public Works Director
Project Manager:	Ron Garcelon, Utility Program Management
Operations/Maintenance:	Kim Malakoff, Senior Wastewater Treatment Operator Cole Dustin, Wastewater Treatment Plant Operator To Be Filled in 2023: Third Wastewater Treatment Operator
Legal:	Dee Boughton, Deputy Prosecuting Attorney
Engineering:	Joe Donisi, County Engineer, and Public Works Engineering Team
Finance:	Hilary Steeby, Public Works Accountant Mark Lane, County Chief Financial Officer
Other Support:	Linda Capps, Lead Right-of-Way Agent (Utility Easements) Administrative: Public Works Administrative Staff
Consultant:	Wilson Engineering, LLC (Value Planning Project)
Advisory Committee:	Clallam Bay/Sekiu Sewer Advisory Committee

Current Projects/Timeline

Projects	Description	Timeline
General Operations and Sewer System Planning		
Operations	The County Public Works Department is responsible for accounting, office administration, public information, operations, maintenance, and capital projects for the Clallam Bay and Sekiu Sewer Systems.	Ongoing
Ordinance Update	Update Clallam Bay-Sekiu Sewer System Regulations under Chapter 13.04, Clallam County Code.	1 st Quarter 2023
Value Planning	Grant funded project to conduct a value planning analysis of alternatives for providing sewer service and wastewater treatment considering affordability and sustainability, and life cycle cost comparisons of the alternatives. It also includes a review of sewer rate structure and revenue planning. Recommended updates to the 2018 Clallam Bay-Sekiu General Sewer and Facilities Plan will be prepared.	2021-2023
Nutrient Reduction	Grant funded project to prepare and plan for future treatment facility upgrades and implement operational modifications necessary to maximize nutrient removal from existing treatment processes to address the Puget Sound Nutrient General Permit requirements.	TBD

Capital Improvement Projects		
Sewer Collection Facility Improvements	Grant/loan funded project to improve water quality in the lower Clallam River and marine habitat in Clallam Bay/Strait of Juan de Fuca through the design and construction of wastewater collection facilities. Additional project benefits include elimination of infiltration/inflow (I/I) sources that contribute to NPDES permit violations and limit available treatment capacity at the Clallam Bay and Sekiu WWTP's. The project will replace approximately 240 feet of 6-inch and 12,300 feet of 8-inch diameter sanitary sewer, 75 manholes, and 71 side sewer connections. 5-Year construction window with projects prioritized based on I/I contribution and schedule reassessed as each project completed.	2020-2025
WWTP Improvements	Bearing replacements for rotating biological contactors at both the Clallam Bay and Sekiu WWTP's.	2022-2023
Pump Station Repairs	Seven sewer pump station repair and replacement projects.	2022-2026

Project Funding

Funding Source	Award	Match	Comments
Ecology Value Planning Grant	\$100,000	N/A	Expect planning report deliverable from consultant in January 2023.
Ecology Puget Sound Nutrient Reduction Grant	\$367,770	N/A	Awaiting contract. Sewer nutrient sampling/analysis efforts underway.
Ecology Sewer Collection Facilities Grant/Loan	\$6,242,000	See Comment	70% Grant or Forgivable Loan 30% Standard Loan (2%/20-years)
Clallam County REET/REET2	\$1,113,215	N/A	Budgeted to support 2023 capital projects.
Utility Billings & Permit Fees	N/A	N/A	Projected to generate ~ \$389,000. Utility billings in 2022 generated ~ \$308,000.
County General Fund	N/A	N/A	2023 budget approved \$140,000 general fund transfer to support O&M and projects.

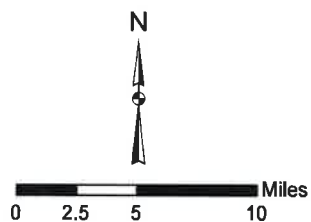
Key Recent Milestones and Next-Steps

- Clallam Bay/Sekiu General Sewer/Wastewater Facilities Plan (October 2018).
- Technical Memorandum: Wastewater Alternatives for Clallam Bay/Sekiu Sewer Systems (May 2019)
- Completed construction in 2021 of the Sekiu Airport Road area sewer collection system improvements that included replacement of 1,650 feet of 8-inch diameter sewer pipe and 6 manholes at a cost of ~ \$450,000 under the ~ \$6.2 million Ecology grant/loan award.
- Installed driveshaft bearing replacements for the two rotating biological contractors at the Sekiu WWTP in 2022. Scheduled in 2023 to purchase and install driveshaft bearing for the two rotating biological contactors at the Clallam Bay WWTP.
- Completed Sekiu Pump Station replacement/repair project. The targeted schedule for replacement / repairs of the remaining pump stations includes two planned in 2023 and four planned over the 2024-2026 period.
- Completed review by the Sewer Advisory Committee in 2022 of recommended updates to the Clallam Bay-Sekiu Sewer System regulations. The next step in first quarter of 2023 is to complete legal review and schedule for County Commissioner review and action following a public hearing.
- Initiated in 2022 sewer nutrient sampling/analysis efforts underway to address Puget Sound Nutrient General Permit requirements.

- Completed 90% design for downtown Seiku sewer collection system improvements. Preliminary estimated cost for construction is \$2.0 million to be funded under the ~ \$6.2 million Ecology grant/loan award. Anticipate completing design and going out to bid for construction in 2023.
- In 2023, re-evaluate remaining funding, project priorities, and schedule under the ~ \$6.2 million Ecology grant/loan award to determine next project phases and to guide amendment to project completion date.
- Approved in 2023 budget to hire a needed third wastewater treatment operator.

Challenges

- The Clallam Bay and Sekiu Sewer Systems and WWTPs built in 1977 still rely mostly on the original sewer infrastructure that is now over 45-years old and most of which is past useful service life.
- Compliance of 45-year sewer systems with current state and federal regulations, including the County's National Pollutant Discharge Elimination System (NPDES) Permit and recent Puget Sound Nutrient General Permit requirements.
- Limited current customer base and new UGA development make it challenging to generate sufficient revenue to fully cover general operation and maintenance costs or to build any significant revenue for needed capital improvements. Only two new connections occurred in 2022.
- Addressing infiltration/inflow sources from private property impacting available treatment capacity.
- Public Works Department staffing changes, including recent departure of project engineer for design of sewer collection system improvements.
- Timing and phasing of sewer system collection system improvement projects to minimize impacts during times of significant tourism and fishing season visitation.



LEGEND

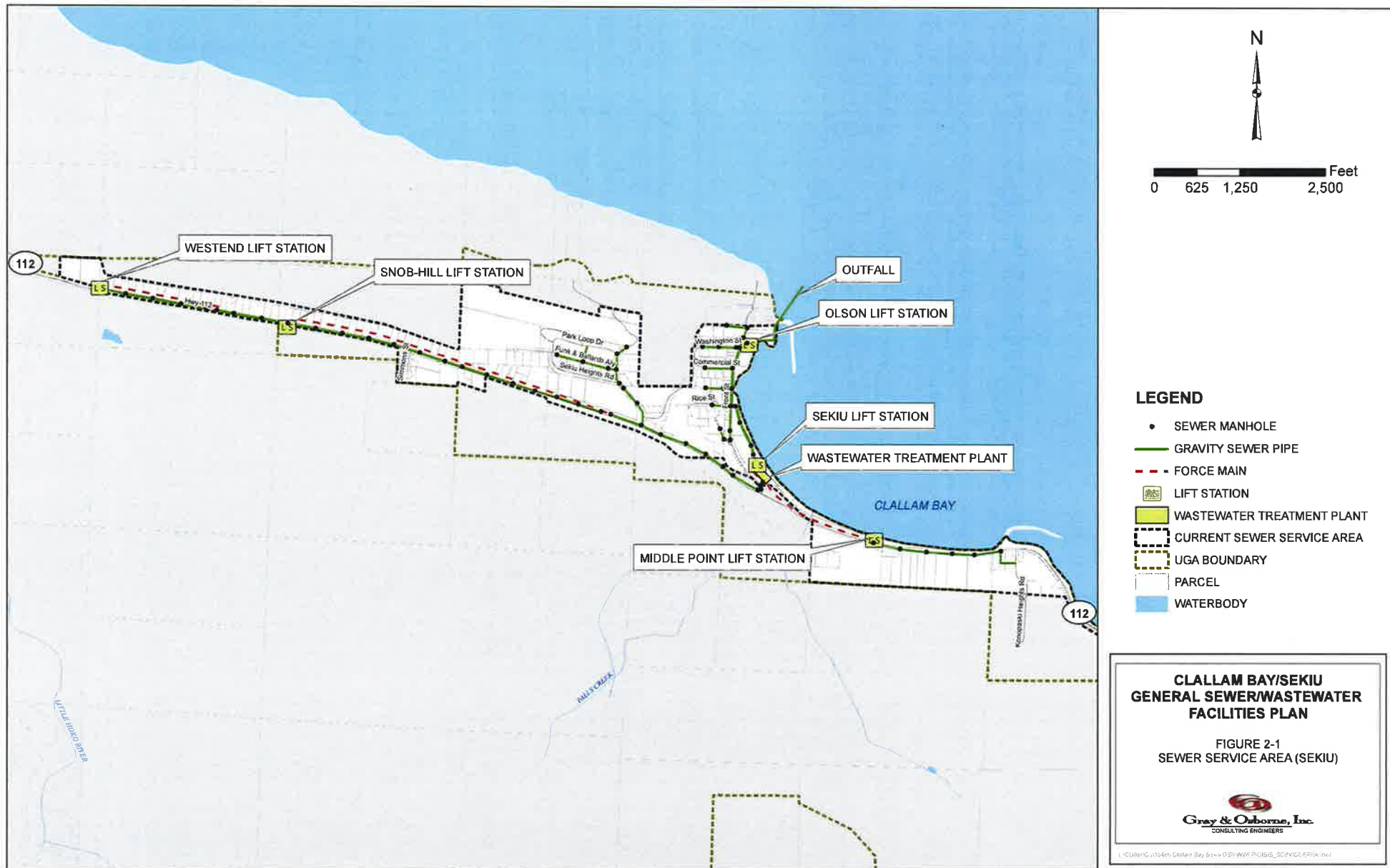
REGIONAL HIGHWAY	PARCEL
MAJOR ROAD	FORKS
RIVER	PORT ANGELES
WATERBODY	SEQUIM
	UNINCORPORATED URBAN GROWTH AREA

CLALLAM BAY/SEKIU GENERAL SEWER/WASTEWATER FACILITIES PLAN

FIGURE 1-1
VICINITY MAP



U:\ClallamCo\18486 Clallam Bay Sekiu GSP\WMP\GIS\VICINITYMAP.mxd



CARLSBORG SEWER SYSTEMS

(Last Updated January 2023)

Description

The Carlsborg Sewer System became operational in 2017 with a sewer service area (see map attachment) defined by the 560-acre Carlsborg Urban Growth Area (UGA). The County constructed a sanitary sewer collection system and related infrastructure (e.g., pump stations) that conveys wastewater across the Dungeness River to connect to the City of Sequim sewer system for treatment at the City's Water Reclamation Facility. At the beginning of 2023, the Carlsborg Sewer System had a total of 121 connections--64 residential, 49 commercial, and 8 public. More information at: www.clallamcountywa.gov/629/Carlsborg-Sewer-System

Project Team

Team Lead:	Steve Gray, Deputy Public Works Director
Project Manager:	Ron Garcelon, Utility Program Management
Operations/Maintenance:	City of Sequim Public Works Department Jim Steeby, County Public Works Facilities Foremen
Legal:	Dee Boughton, Deputy Prosecuting Attorney
Engineering:	Joe Donisi, County Engineer, and Public Works Engineering Team
Finance:	Hilary Steeby, Public Works Accountant Mark Lane, County Chief Financial Officer
Other Support:	Linda Capps, Lead Right-of-Way Agent (Utility Easements) Administrative: Public Works Administrative Staff

Current Projects/Timeline

Projects	Description	Timeline
General Operations and Sewer System Planning		
Operations	The County Public Works Department is responsible for accounting, office administration, public information, operations, maintenance, and capital projects for Carlsborg UGA Sewer System. The County also has an Interlocal Agreement with the City of Sequim for specified maintenance of the Carlsborg UGA sanitary sewer collection infrastructure.	Ongoing
Capital Improvement Projects		
Gupster Rd. Area—Phase 1 Improvements	Design and construct a low-pressure sewer service line extension to serve the Gupster Road area in the southeast area of the UGA. Phase 1 is intended to provide a more affordable collection system to support existing and limited new development to connect to the public sewer system versus on-site septic systems.	2023/24

Project Funding

The 2023 approved budget had a projected beginning fund balance of ~ \$185,000. Other projected funding sources include:

Funding Source	Award	Match	Comments
Opportunity Fund	\$240,000	N/A	Funding for Gupster Road Area-Phase 1 Capital Improvement project.
Utility Billings & Permit Fees	See comment	N/A	Utility billings in 2022 generated ~ \$140,000. Similar projected for 2023.

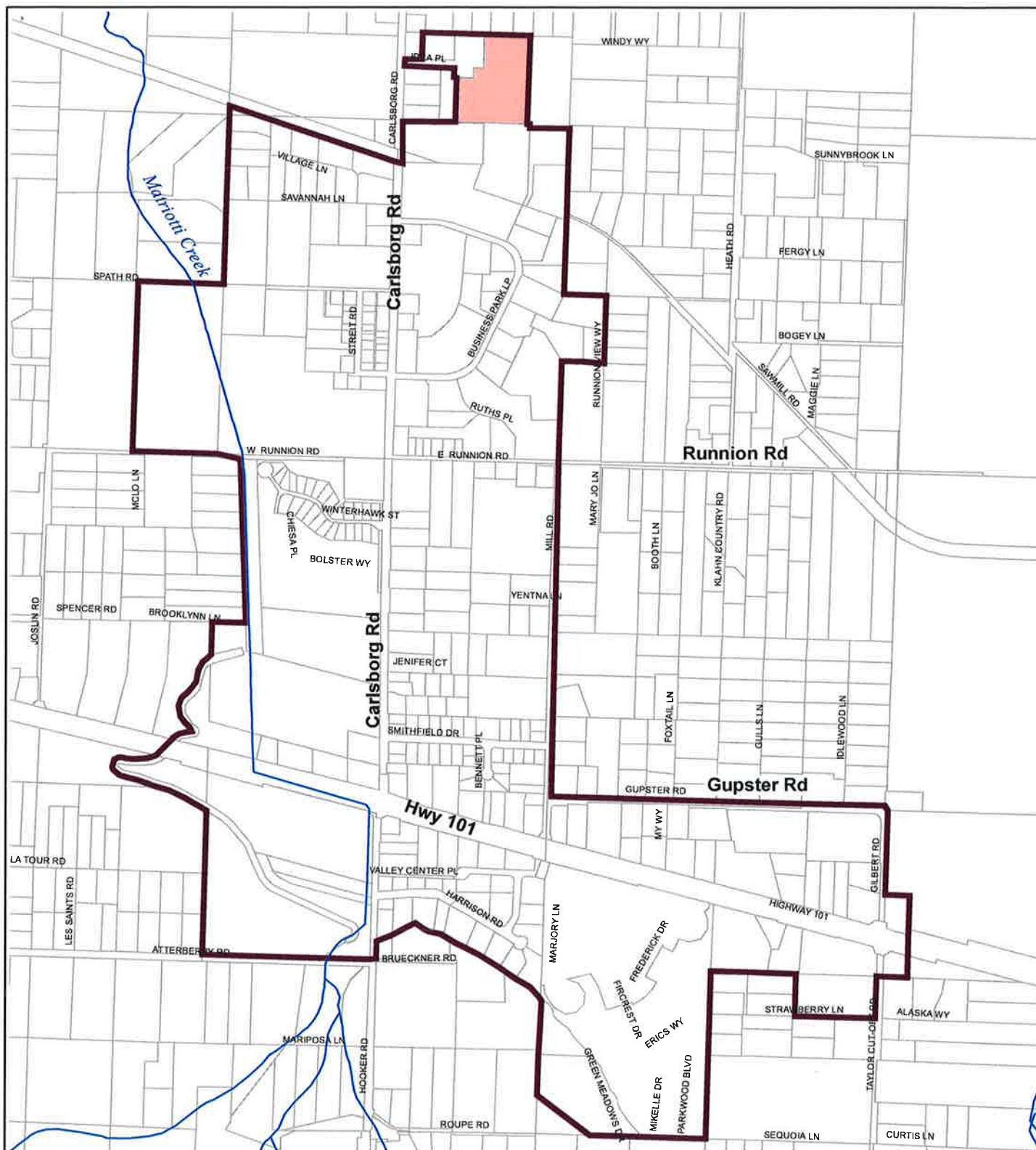
Clallam County pays the City of Sequim several service charges related to conveyance of Carlsborg UGA wastewater to the City of Sequim Water Reclamation Facility for treatment: 1) pipe charges (\$24,896 in 2022), 2) usage charges (\$20,849 in 2022), and 3) system maintenance charges (\$33,957 in 2022). Similar service charge payments to Sequim are projected for 2023.

Key Milestones and Next-Steps

- Clallam County and City of Sequim Interlocal Agreement for Carlsborg Wastewater Disposal related to the City accepting sanitary sewage from the County's Carlsborg sanitary sewer collection system (November 2014).
- Clallam County Carlsborg Wastewater Facilities Plan Amendment (December 2014).
- County adopted Carlsborg Sewer System regulatory and administrative procedures under Chapter 13.12 CCC (Ordinance 925) in March 2017.
- Clallam County and City of Sequim Sanitary Sewer Collection System Maintenance Agreement for maintenance of the County's Carlsborg sanitary sewer collection system (August 2017).
- Carlsborg initial sewer system became operational in 2017.
- County 2022 completion of installation of the 1,500 long Village Lane sewer main extension and related infrastructure improvements.
- In 2023/24 the County plans to design and construct the Phase 1-Gupster Road area capital improvements project noted previously. The preliminary cost estimate is \$240,000 to be funded by the County's Opportunity Fund. A future Phase 2 is planned for construction of a gravity collection system with a pump station that can support full build-out of this area of the UGA. Phase 2 is currently unfunded with a preliminary estimated cost of \$1.8 million.

Challenges

- Securing funding and/or development agreements to extend needed sewer mains and laterals to areas of the UGA not served by the County's initial constructed sewer collection system (see map attachment).
- Current limited customer base makes it challenging to generate sufficient revenue to fully cover general operation and maintenance costs or to build any significant revenue for future capital improvements. Only six new connections occurred in 2022.
- Public Works Department staffing changes, including recent departure of project engineer for design of sewer collection system improvements.



LEGEND:

- CARLSBORG UGA BOUNDARY
- PUD Operations Center

N



0 650 1,300
Feet

CLALLAM COUNTY

CARLSBORG WASTEWATER FACILITIES
PLAN AMENDMENT
FIGURE E-1
CARLSBORG URBAN GROWTH AREA



UPDATED: 8/30/2014

DUNGENESS OFF-CHANNEL RESERVOIR PROJECT

(Last Updated January 2023)

Project Description

See the attached factsheet for a project description summary. To learn more, go to the Dungeness Off-Channel Reservoir website at: www.clallamcountywa.gov/188/Dungeness-Off-Channel-Reservoir

Project Team

Team Lead:	Steve Gray, Deputy Public Works Director
Project Manager:	Carol Creasey, Water Resources Program Manager
Legal:	Dee Boughton, Deputy Prosecuting Attorney
Engineering:	Joe Donisi, County Engineer and Pat McElroy, Engineer
Finance:	Hilary Steeby, Public Works Accountant Mark Lane, County Chief Financial Officer
Other Support:	Don Crawford, Parks Director (<i>Future Project Park Planning & Development</i>) Administrative Support: Public Works Administrative Staff
Consultant:	Anchor QEA and sub-consultants (<i>Phase 2 Support</i>) Washington Water Trust (<i>Phases 1 & 2 Support</i>)
Project Partners:	City of Sequim, Clallam Conservation District, Dungeness Water Users Association, Washington Water Trust, Jamestown S'Klallam Tribe, WA Dept. of Ecology, and WA. Dept. of Fish and Wildlife.

Project Phases/Timeline

Phase	Description	Tentative Timeline ¹
Phase 1	Land Transfer/Acquisition from State to County.	Jan. 2020 – June 2023
Phase 2	Site Assessments (e.g., seismic, environmental, cultural), project design, public outreach, permitting, water quality testing, and other related support work.	June 2021 – Dec. 2023
Phase 3	Construction	Jan. 2024 – June 2026
Phase 4	Park Planning and Development	TBD

¹ Dependent on the timing to: (1) reach final agreement on land transfer (Phase 1) with the WA. Dept. of Natural Resources (DNR); (2) obtain all local, state, and federal permit approvals (Phase 2), and (3) secure remaining funded needed to construct (Phase 3) the Off-Channel Reservoir Project and related infrastructure.

Project Budget Summary

Phase	Estimated Cost	Grant Funding	Comments
Phases 1 & 2	\$5,996,990	\$5,996,990	No County grant match required.
Phase 3A—Highland Irrigation Ditch Upgrades	\$2,417,700	\$1,813,275	The \$604,425 match (25%) met by Phase 2 grant work (e.g., design, permitting).
Phase 3B: Off-Channel Reservoir & Related Infrastructure Construction	\$33,582,300	\$3,955,699	• No County match on awarded grant funding. • Awaiting decision on ~ \$42.3 million in federal grants / appropriation requests.
TOTALS	\$41,996,990	\$11,765,964	

Status and Key Milestones

Phases 1 and 2 (Land Acquisition, Design, Public Outreach and Permitting)

- Awarded \$5,996,990 between four state grants to complete project Phases 1 and 2 and public outreach. No County match required for this grant funding.
- Appraisal(s) completed for the ~ 396 acres of state lands targeted for land transfer with negotiations in process. May require update appraisals and/or third-party review of state and county appraisals to help reach agreement on purchase price.
- Site assessments completed: Seismic/Geohazard, Phase 1 and 2 Environmental Site Assessments (ESA), and Cultural Resources.
- Field work conducted or in process includes soil borings, well installations, surveying, geophysics, and additional cultural resources survey.
- Completed Draft Preliminary Basis of Design Report (March 2022).
- Preliminary Draft 30% Design for the Dungeness Off-Channel Reservoir Project in 2022; 60%, 90% and final design in process.
- Conducted public outreach meetings for the Dungeness Reservoir Partners, Clallam County Commissioners, and community presentations.
- Held a Preliminary Design Public Open House on December 6, 2022.
- Work on various local, state, and federal permit applications based on 30% preliminary design in progress.

Phase 3 (Construction)

- Awarded \$1,813,275 federal grant to construct Highland Irrigation Ditch upgrades. The estimated project cost is \$2,417,700 with a 25% match. The estimated required \$604,425 federal grant match will be met by the County's Phase 2 state grant work (design, permitting, etc.).
- Awarded \$3,955,699 between two state grants to support the Off-Channel Reservoir Project and related infrastructure construction phases.
- County has two pending federal grant applications (\$29.6 million FEMA Hazard Mitigation Grant and \$10.6 million NOAA grant) and one pending federal appropriation request (\$2.7 million) totaling \$42.3 million to construct the Off-Channel Reservoir Project and related infrastructure.

Challenges

- Reaching agreement on land value for the transfer of ~ 396 acres of DNR lands to County. DNR and County appraisals are \$925,350 apart.
- Clean-up and remediation of former dump site on DNR lands. Estimated cost for clean-up is approximately \$785,000.
- Due to higher costs than originally projected, there is an estimated \$300,000 funding gap to complete Phase 2 work. Listed as a potential project for receiving County allocated ARPA funds.
- Securing remaining estimated \$29.6 million needed to fully construct Off-Channel Reservoir and related infrastructure.



DUNGENESS OFF-CHANNEL RESERVOIR

The solution to freshwater supply challenges facing people, farms, and fish.

WATER SUPPLY

The Dungeness River is an important water supply for local farms, communities, and four ESA-listed fish species. However, Dungeness salmon and steelhead numbers have decreased significantly over the past 150 years largely due to low streamflows in the late summer.

STREAMFLOW CHALLENGES

- Agricultural users withdraw up to 50% of river flows in late summer,
- Climate change is projected to decrease spring and summer season streamflow by 24-31%, raising stream temperatures 2.2-2.5°C by the 2080's.
- Low streamflows mean dangerously high water temperatures and passage challenges for fish.

FOR MORE INFORMATION



web_reservoir@clallamcountywa.gov

<https://www.clallamcountywa.gov/188/Dungeness-Off-Channel-Reservoir>

PROJECT DESCRIPTION



The **Dungeness Off-Channel Reservoir** is designed to restore flows to the Dungeness River in the late summer by storing water from the Dungeness River during winter and spring when flows are plentiful. This stored water will be used for irrigation later in the year in place of water withdrawn directly from the river when flows are at their lowest and for aquifer recharge. The result will be:

- Restored streamflow to the River.
- Increased groundwater levels in the heavily tapped shallow aquifer.
- A stable, drought-resistant and climate-resilient water supply for local agriculture and communities.

BY THE NUMBERS

Reservoir size	Reservoir capacity	Size of new county park
41.6 acres	1,600 acre feet	396 acres
Flow restoration benefit	One-month irrigation supply annually for	ESA-listed fish species benefitting
15-26.5 cfs*	3,200 acres	4 species**

*Represents up to a 47% increase in flow which dropped to 56 cfs in 2015. Restored flow will be protected by Trust Water/MOA agreement from other diverters.

**Puget Sound Chinook, Hood Canal Summer Chum, Puget Sound Steelhead & Bull Trout

COMMUNITY BENEFITS



Climate-Resilient Water Supply - Decreasing water supplies for both people and the environment is the biggest climate concern for eastern Clallam County. Drought conditions have been present in the area in four of the past eight years. This project will use water storage to provide a reliable climate-resilient water supply for farmers, offset the impact of new domestic wells, while leaving water in-stream for fish..



Agriculture/Irrigation - The reservoir would benefit agricultural needs by providing greater water supply reliability, releasing stored water for irrigation use in the late summer during the fish critical low-flow period (August to September).



Aquifer Recharge - Stored water from the reservoir can be used for aquifer recharge to increase groundwater levels in the heavily tapped shallow aquifer as well as augment flows in local streams, and offset the impact of new domestic wells with the Dungeness Water Exchange (a local water bank).



Streamflow Restoration - The project will restore between 15 - 26.5 cfs of flow in the Dungeness River during late summer, greatly improving low streamflows and fish passage, restoring habitat, and reducing water temperature for ESA-listed salmon, steelhead and bull trout.



Floodwater Management - The project will alleviate flooding on roads and properties in Clallam County and the City of Sequim by intercepting upland overland flow before it reaches and inundates city infrastructure.



Recreation - The project site is currently owned by the WA Department of Natural Resources and will be owned and managed by Clallam County as a new public park with hiking, biking, wildlife viewing, and river access opportunities. The park will provide aesthetic benefits for improved recreation access.

TENTATIVE PROJECT TIMELINE*

PHASE	DATE
PHASE 01 LAND TRANSFER & ASSESSMENTS	JAN 2020 - JUNE 2023
PHASE 02 DESIGN, RELATED OUTREACH & PERMITTING	JUNE 2021 - DEC 2023
PHASE 03 CONSTRUCTION & RELATED OUTREACH	JAN 2024 - JUNE 2026

TOTAL CONSTRUCTION BUDGET OF ~\$36 MILLION

*Depending upon secured funding and permitting approval.

PROJECT SPONSOR: CLALLAM COUNTY

PARTNERS:

- CITY OF SEQUIM
- CLALLAM CONSERVATION DISTRICT
- DUNGENESS WATER USERS ASSOCIATION
- JAMESTOWN S'KLALLAM TRIBE
- WA DEPT. OF ECOLOGY
- WA DEPT. OF FISH & WILDLIFE
- WASHINGTON WATER TRUST

TOWNE ROAD RECONSTRUCTION AND DUNGENESS LEVEE PROJECT

(January 2023)

Project Description

This project is a combination road project and levee project. The levee portion is complete with the road work remaining. The levee was designed, permitted, and constructed with a planned road on top of the levee. Towne Road has existed for many decades as both local access, and as a through road connecting Woodcock Road to Anderson Road/Sequim Dungeness Way. Following a well-advertised and well-attended public meeting in March of 2015 to address the road status, a majority commenting preferred a through road as opposed to dead-ending. Full funding was secured for that scope of work for both the road relocation and the levee. That original funding is still adequate for completion of the road and levee project. The Road Design is complete and bids are expected in the Spring of 2023 for a summertime 2023 completion.

Project Team

Team Lead: Joe Donisi, County Engineer & Bruce Emery, Director of Community Development

Project Manager: Cathy Lear, Habitat Biologist Manager

Legal: Dee Boughton, Deputy Prosecuting Attorney

Engineering: Public Works Dept. Engineering Team lead by Joe Donisi, County Engineer

Finance: Hilary Steeby, Public Works Accountant, Lori Kennedy, Fiscal Specialist
Mark Lane, County Chief Financial Officer

Consultant: Shannon & Wilson

Project Partners: Jamestown Tribe, Army Corps of Engineers, North Olympic Land Trust, Dept. of Ecology, Recreation & Conservation Office, WA Dept. of Fish & Wildlife, US Dept. of Fish & Wildlife, WA Dept of Transportation

Project Phases/Timeline

Phase	Description	Tentative Timeline
1	Levee Setback / Removal /Flood Protection and new 28 foot wide Road Bed / Intersection	Completed 2022
2a	Road Design	Completed 2022
2b	Bidding for Road work and final Restoration work	1 st Quarter 2023
2c	Completion of Road Construction and final Restoration work.	Complete/Substantially Complete in 2023

Project Funding

Estimated Remaining Funding Source	Est. Project Cost
2023 Road Fund Budget	\$800,000
RCO/DOE Grant	\$1,000,000
2023 REET2 Fund Budget	\$600,000
TOTALS	\$2,400,000

Project Funding

Projected Expenditures	Est. Project Cost
Road Reconstruction	\$2,000,000
Final Restoration Work	\$400,000
TOTALS	\$2,400,000

Challenges

- Complete bidding and Award Construction Contract for Summertime 2023 Road Construction

JOINT PUBLIC SAFETY FACILITY

Project Description

The Joint Public Safety Facility, or JPSF, is a joint project undertaken in partnership with the City of Port Angeles, and will house Clallam County Emergency Management / Emergency Operations Center and Peninsula Communications (PENCOM) offices and dispatch center. The City of Port Angeles operates PENCOM. There is some hope that, in the future, the City will be able to construct a west side fire station as part of the facility, but the City has no immediate plans at this time to include this in the project.

The County and the City are working together to make this project a success and sharing costs per a project management agreement signed jointly in 2022. We have hired a Project manager on the County side and jointly selected an engineering firm for the building design.

The efforts to build this have been met with a couple of false starts. Originally, we had hoped to remodel an existing building owned by the Port of PA and located at the airport. This structure seemed to provide the space we required and was near to technical needs and utilities. However, after inspection, architects and engineers reported that costs associated with making the building earthquake resilient would be substantially more costly than building a new structure. Building from scratch was selected as a better option.

This led us first to exploring property belonging to the Port on a couple of sites, but the city preferred to use a city owned practice soccer field nearby. Planning went for some time until local residents voiced their displeasure in vacating the soccer field for a government building. This and other obstacles sent us back to the drawing board.

Recently, we located property along Edgewood Dr., just outside the City near the Airport. The location is adequate, and the owner has offered the property at an acceptable purchase price. We have executed a purchase agreement with the owner, and studies, tests and required steps are underway to ascertain whether the property is acceptable. For example, a geotechnical study was recently completed, and we conducted a septic system perk test on the property on January 12.

Project Team

Team Lead:	Ron Cameron, Undersheriff/Director of EM
Project Manager:	Dale Jackson, Jackson and Associates
Legal:	Dee Boughton, Clallam Co. Deputy Prosecuting Attorney William Bloor, City of Port Angeles Attorney
Engineering:	John Rupp, Representing OAC Services
Finance:	Mark Lane, Clallam Co Chief Financial Officer Nathan West, City of Port Angeles City Manager

Project Phases/Timeline

Phase	Description	Tentative Timeline¹
Phase 1 – CONCEPTUAL DESIGN	Develop building conceptual floor plan, a preliminary site layout, and project cost estimate.	Jan. 2020 – Oct. 2020 (Now Complete)
Phase 2 – DETAILED DESIGN	Phase 2a; Site suitability and selection activities; site civil engineering (site plan development); and develop construction cost estimate. Phase 2b; Prepare building detailed design and construction documents (blue prints, etc.).	Apr. 2022 – Mar. 2023 Mar. 2023 – Jun. 2024
Phase 3 – BUILDING CONSTRUCTION	On site physical construction of building and surroundings.	Jan. 2024 – May 2025
Phase 4 – BUILDING COMMISSIONING	Installation of owner furnished equipment and ready building for occupancy.	Apr. 2025 – July 2025

Project Budget Summary

Phase	Estimated Cost	Grant Funding¹	Comments
Phase 1 Conceptual Design	\$ 150,000	\$ 0	
Phase 2a Detailed Design	\$ 110,000	\$ 0	
Phase 2b Detailed Design	\$ 1,200,000	\$ 600,000	Total Grants: \$ 1.7 MM State, \$3 MM federal and \$2 MM Pencom reserves available.
Phase 3 Construction	\$ 12,700,000	\$ 4,000,000	Includes sewer line and real estate
Phase 4 Commissioning	\$ 5,300,000	\$ 0	Anticipate additional \$5,000,000 in State and federal grants in 2023 through 2024.
TOTALS	\$ 19,460,000	\$ 4,600,000	

¹ Of the \$1.7 MM State and \$ 2.9 MM federal grants funds currently appropriated, \$ 600,000 can be allocated to Phase 2b work and the balance to Phase 3. An additional \$2 MM is available from Pencom reserves for Phase 3. An additional \$5 MM in State and federal grants are anticipated to be appropriated during 2023 and 2024.

Status and Key Milestones

- June 2018 – the concept of a joint facility is essentially presented to both county and city leaders. Some requirements were decided, such as locating the facility west of the 8th St. Bridges due to proximity to industrial equipment and the airport.
- Spring 2019 – an existing building at Fairchild Airport is located and some movement was made to remodel it to house the EOC and PENCOM.
- Fall of 2019 – County City agreement to jointly send out RFQ for Architectural and Engineering designers to develop the project.
- Early 2020 – OAC Services is the winning A&E firm and contract for conceptual designs is drafted.
- Summer of 2020 – OAC is recommending that the selected Port Building not be used. Costs associated with updating and retrofitting the building for our use were probably higher than land acquisition and constructing new. Attention is turned to property owned by the Port in the vicinity of 19th and “O”.
- Fall of 2020 – conceptual designs, to include a west side fire station for the City of PA are developed.
- January 2021 – We continue to plan for construction on property leased from the Port and OAC is further used to enter into detailed design.
- Spring of 2021 – design, research and inter-governmental negotiation with City and Port on lease for property.
- July 2021 – Initial property looked at 19th and “O” has geotechnical issues. Property across the street becomes preferred site as existing draft lease agreement conceptual design can be utilized.
- August 2021 – City of PA is showing some disfavor in the new site selection. We do receive \$1.2 million in State funding for the project. The Port too, loses interest in leasing the selected parcel for the project.
- September 2021 – City prefers to develop the project on Volunteer Field at 18th and L St., a soccer practice field near county buildings and a developed youth baseball field.
- November 2021 – the Volunteer Field is selected to construct the new facility. As it is owned by the city, the lease discussion with the Port is discontinued.
- February 2022 – the City of PA votes to approve the Volunteer Field Site and takes steps to begin preliminary suitability studies on the property.
- April 2022 – City of PA abandons the Volunteer Field Site due to public opinions and other prospective impediments such as approval needed from BLM. With the lease of Port no longer available, we begin to look for private property in the area to purchase.
- May 2022 – Meeting between county and city leaders to enter into formal agreement to place county in the lead on the project.
- Summer of 2022 – US Congressional appropriation of \$2.98 Million for the project lead by Rep. Kilmer, and by the end of the summer, the agreement to place the county in the lead is signed.
- September of 2022 – several parcels of private property, one county owned piece and one city owned piece are reviewed as prospective construction sites for the JPSF.

- October of 2022 – after input from the project A&E firm (engineers), two parcels rise to the top and appraisals are ordered. Both are near the Airport Garden Center along Edgewood Dr. just outside city limits.
- Fall of 2022 – one site is tentatively selected and steps are taken to agree with the owner to allow access for geotechnical and other testing of the property.
- January 2022 – the tentative site passes geotechnical, preliminary environmental and septic suitability reviews. Other details such as full Phase I environmental site assessment pending at this time.

Challenges

- Working with two governments that have different procedures has lent to slow developments.
- As with any property acquisitions, permits and other requirements for property development take time and present small fires to extinguish
- The money allocated by the state and federal legislatures, is on a timeline. The expiration of that timeline quickly approaches



18

AGENDA ITEM SUMMARY

JAN 23 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 1/23/23

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Legislative Session Update:

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

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 1/12/23

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



19

AGENDA ITEM SUMMARY

JAN 23 2023

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 1/23/2023**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

In April 2022 Clallam County and United Way of Clallam County signed a contract for \$59,000 for Clallam County ARPA funds to be used for a Collaborative Learning Academy and monthly Community Meetings. As of December 2022 the United Way of Clallam County – Clallam Resilience Project, has \$5,000 remaining of the \$12,000 allocated for Community Meetings; \$36,000 remaining of the \$36,000 for attendee stipends for the Collaborative Learning Academy; \$7,000 remaining of the \$9,000 for supporting staff to re-launch and conduct the Collaborative Learning Academy; and \$1,554.23 remaining of the \$2,000 for supplies for the Collaborative Learning Academy.

Today, United Way of Clallam County – Clallam Resilience Project is reaching out to the County regarding an additional \$20,000 allocation of ARPA funds. \$12,000 to fund continued monthly Community Meetings starting May 2023, \$6,000 to fund the October 2023 Resilience Month presentation and \$2,000 for resilience building supplies for Resilience Kits.

Included in today's discussion is the suggested amendment the original contract signed April 2022, regarding the Collaborative Learning Academy 2022-2023 unspent stipends .

The purpose of today's work session will be to give the Commissioners an opportunity to discuss this request and provide United Way of Clallam County – Clallam Resilience Project guidance on whether to pursue an application for ARPA funding for the additional allocation of funds and if an amendment will be needed for the original contract #1991.22.008 signed in April 2022.

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

* Work Session Meeting - Submit 1 single sided/not stapled copy United Way of Clallam County - Clallam Resilience Project 1.23.23
** Regular Meeting – Submit 1 single sided/not stapled copy and originals (1 or 3 copies) Revised: 3-04-2019

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

County Official signature & print name:  Chelsea Millar

Name of Employee/Stakeholder attending meeting: Mark Lane and Chelsea Millar,
BOCC/Finance
Minnie Whalen and Christy Smith – United Way of Clallam County, Clallam Resilience Project

Relevant Departments: Board of Commissioners, Finance Department

Date submitted: 1/18/2023



Clallam Resilience Project
United Way of Clallam County
905 W 9th St Suite 230
Port Angeles, WA 98362



United Way
of Clallam County

January 17, 2023

Clallam County Commissioners Mike French, Randy Johnson, Mark Ozias
Mark Lane, Clallam County Chief Financial Officer
Chelsea Millar, Clallam County Commissioner's Office

Thank you again for the 2022-23 funding in response to the COVID-19 public health emergency and its negative effects. With your assistance and leadership, we are building stronger neighborhoods and communities, addressing disparities, and promoting healthy childhood environments. In hosting and operating Community Meetings and being mid-way through our Collaborative Learning Academy, we are seeing evidence of successes and want to share those with you so that you can recognize the impact of your support and consider three complimentary requests.

- Collaboration Learning Academy '22-'23: *suggested amendment to current contract*
- Community Meeting: *request for additional funding*
- Resilience Month (October 2023): *request for funding*

Collaborative Learning Academy '22-23

The Collaborative Learning Academy (CLA) trains cohorts of people to instill trauma sensitive and healing approaches, practices, systems, and environments in their organization for sustainable, long-term public health gain. The 9-month Academy runs from October 2022-June 2023 and is meeting 3 hours monthly with entity cohort of up to 4 people. The entities include:

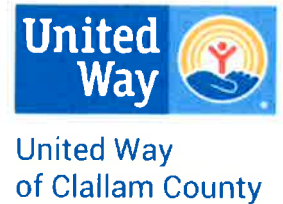
Clallam County Sheriff's Office
First Step Family Support Center
Lutheran Community Services NW
NAMI (National Alliance on Mental Illness) WA
New Growth Counseling Services
OlyCAP (Olympic Community Action Program)
OPEN (Olympic Peninsula Extended Needs) Housing
Peninsula College
Port Angeles Food Bank
Port Angeles School District
Sequim City and Police Department
Sequim School District
Serenity House of Clallam County

*"What a great session today!
Thank you and the team so much
for the great content and space to
learn and support each other."*

*-Trayce Norman
Executive Assistant to the
Sequim School District Superintendent*



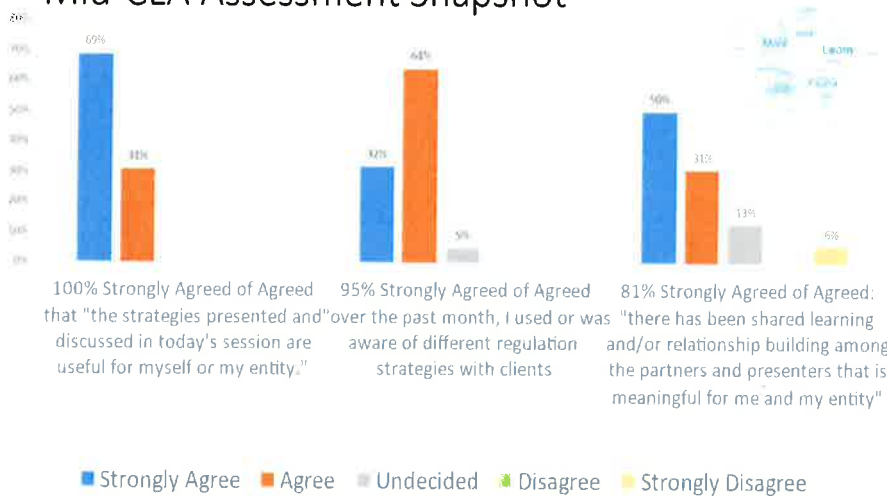
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The CLA was allocated a total of \$47,000: \$9,000 for staffing the 9-month series; 2,000 for supplies and \$36,000 in stipends for participating agencies to attend. The objectives are:

- **Educate:** Realizing and recognizing what trauma is and its effects
- **Engage:** Responding to trauma with tools and skill building around healing practices
- **Collaborate:** Create common language. Partners co-construct a cohesive, consistent experience across Clallam County that will enhance our ability to serve residents
- **Enhance:** Self-care and mindfulness that enables community support to allow for an optimal learning experience

Mid-CLA Assessment Snapshot



Mid-way through the CLA, the assessments of these objectives include:

Educate and Engage: 100% of participants strongly agreed or agreed that "the strategies presented and discussed in today's session are useful for myself or my entity."

Educate and Engage: 95% of participants strongly agreed or agreed that "Over the past month, I used or was aware of different regulation strategies with clients."

Collaborate: 81% of participants strongly agreed or agreed that "there has been shared learning and/or relationship building among the partners and presenters that is meaningful for me and my entity."

By using an extensive pre CLA survey, developed by Kitsap Strong and Kitsap County Public Health's epidemiologist, we anticipate gathering post-CLA survey data and a better understanding of its outcomes after June 2023.

As shown in the chart below, we were allocated \$36,000 for stipends for 10 entities (their cohorts of 4 people: 40 CLA participants for 9 months at \$100 per session). In August 2022, 14 entities were accepted and only 8 requested stipend support for a total of 23 cohort members



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of Clallam County

(23 CLA participants for 9 months at \$100). After 3 sessions (October-December 2022), \$6,300 has been invoiced for stipends from 63 session. At this rate, approximately \$18,900 will be used for '22-'23 stipends with \$17,100 remaining.

	Number of Total Entities	Number of Entities Requesting Stipends	Number of Total Participants	Number of Total Participants Earning Stipends for Entity	Total Cost
Allocation (April 22)	10	10	40	360	\$36,000
Accepted Entities (Aug 22)	14	8	45	23	
Invoiced Stipend Amount (October 22- December 23)		8		63	\$6,300
Predicted Total Stipend Amount (June 2023)		8		189	\$18,900

Suggesting a contract amendment for undistributed stipend allocation

We are proposing to redistribute the remaining funds (approximately \$17,100) to the participating entities. First, after determining interested entities, we would examine the final undistributed total amount. It is our suggestion to equally compensate the participating entities for a demonstration on June 13th 2023 of 1) their learning from the CLA and 2) how they are currently and/or planning to apply their knowledge into strategies and structural action steps to meet entity or community needs. The compensation would be between \$1,200-\$2,000 per entity through stipend or supplies/training costs, based on the entity's capabilities to receive or process these funds. It is suggested that United Way of Clallam County is also included as a participating entity in order to cover additional administrative costs.

Examples of possible demonstrations that are evidence of planning or implementation:

- availability and use of "comfort kits"/regulation tools
- book groups/lending library
- workgroup expenses
- coordination between or among CLA entities
- evidence of incorporation of new practices (e.g. Sequim School District making strategic planning 'more safe' through developing group agreements)



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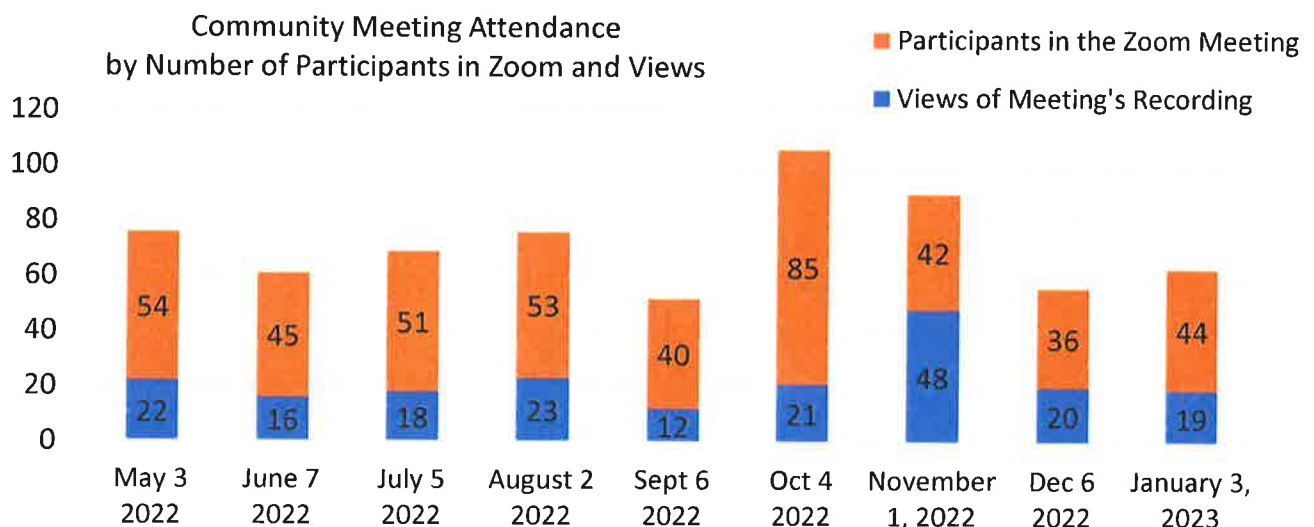


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of Clallam County

Community Meetings

Since May 2022-present, the ARPA fiscal support has enabled the hosting and operating of 9: “...cost-free Committee Meetings that allow people to connect around public health information, cost resilience designs and interventions through a trauma sensitive healing center lens...Community Meetings which focus on providing recovery tools for those who were severely impacted by the pandemic such as; the low-income communities, people of color, children and those who have experienced historical trauma” (ARPA Direct Grant Assistance Agreement).

- Appendix A, DSHS Letter to County Commissioners re Community Meetings states from a partner perspective that “This effort enables progress toward health equity, belonging, and inclusion in Washington State.”
- The graph below demonstrates the numbers of attending monthly participants and those who view the recorded meeting afterwards.
- Appendix B introduces the cross-sector presenters, their presentation content, and number of participants and views of each monthly meeting ([meeting recordings can be accessed here](#)). It also provides snapshots of self-identified cross-sector representation of participants for each meeting. To demonstrate the breadth and depth of local participation, we have highlighted the sector of *health care* and shared the various providers represented at the meetings. The entire list of Community Meeting participants can be found in our [meeting notes](#):
<https://www.unitedwayclallam.org/clallam-resilience-project/our-path/meetings>

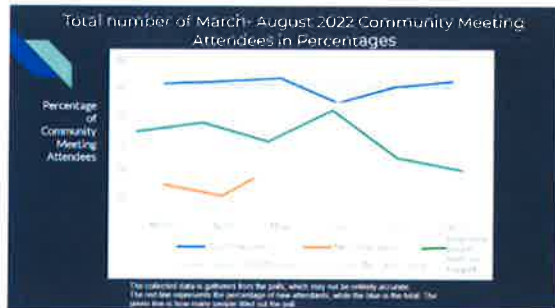




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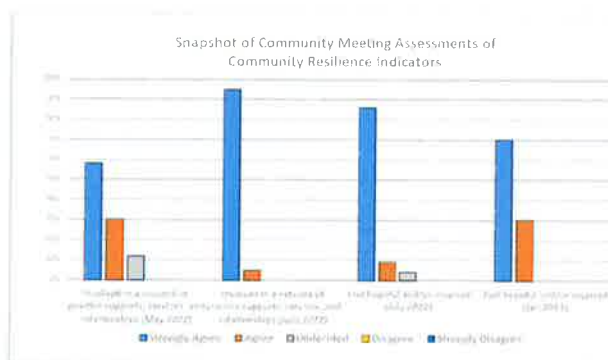
Is this Community Meeting forum still useful at this point, in 2023? A summer interns gathered and presented data about new attendees at Community Meetings seen to the left. The orange line identifies relatively consistent increase of new people joining Community Meetings. As evident by the 80 plus participants in the October 2022 Community Meeting, the forum is still viable and popular.

End Poll Community Meeting to assess meeting & indicators of community resilience building:



We're not just interested in who is coming, we're also assessing if and how we are effectively building 'community resilience' through connections, supports, and feelings (please see slide to the left). Routinely over **80% of participants strongly agree or agree with Community Meetings building community resilience indicators** such as "feeling a part of a network" or "hopeful" (please see slide below).

Our intentional transparency and promotion of connections directly respond to individuals' isolation due to public health and COVID as well as the on-going geographic and sector isolation that often occurs in Clallam County. On page 5 of Appendix B, there are multiple descriptive responses from individuals that speak to their personal, professional, and County-wide benefits from Community Meetings like Jenny Oppelt's below.



We are requesting \$12,000 to provide ongoing Community Meeting, starting May 2023. This allocation would support personnel wages/salary for staff to host Community Meetings at a cost of up to \$1,000 per monthly meeting, up to \$12,000 in aggregate. In mid-2024, we would reassess the effectiveness and need for Community Meetings in this format and structure.

"I have benefited by learning about programs and service happenings around our area. Connecting with people working on these programs. The connection to our community through these meetings is helpful. Knowing the who and their why helps us work toward common goals to increase resilience across our whole county. Resilience has a tendency to fall in the background when we are responding to the here and now. These meetings help resilience stay in the forefront of our minds and keep momentum."

-Jenny Oppelt, Clallam County Health and Human Services



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Resilience Month

We request the Board of Commissioners to consider allocating \$8,000 in APRA funds towards strengthening Resilience Month 2023. These funds would provide no-cost learning that is directly applicable with COVID recovery and tangible resilience building items for public and professionals. By embedding the allocated funds within a month of diverse events, it allows for residents to engage in their choice of healing and learning opportunities. “Having multiple opportunities of events being offered, with a variety of dates & times, makes it easy to fit in one’s schedule,” said a participant. The month helps to create common language and knowledge from lived experiences as well as the science. The 2022 events promoted applicable skills, tools, and practices across both cultures and the lifespan.

Resilience Month 2022’s free programming created **over 700 total community engagements:**

- 4 City and County **Proclamations**, Approached 5 Tribal Councils
- NOLS: 300 **Resilience Kits** (October 1-October 15)
 - Day of the Dead Take & Make Kits** (October 15- October 31)
- First Step Family Support Center: 40 **Mindful Moment Bags**
- 82 Zoom Participants at **Science of Thriving**, 24 Views (October 4)
- ~25 attendees at **Indigenous Peoples Day Poetry Reading** at (October 10)
- ~50 people **Dia de Culturas** at Peninsula College in Forks (October 15)
- ~50 people **Generational Clarity** at Jamestown S’Klallam Campus (October 21)
- ~25 in person/ ~25 online, **Exploring Climate Anxiety** with Studium Generale (October 27)
- 7 **tiny videos** created (teenager to senior citizen), 113 views in October

Expert presenter for Resilience Month Keynote Presentation, October 3rd 2023, \$6,000

In 2022, over 13 sponsors provided support for compensating 2 expert speakers at approximately \$6,500 (Dr. Christina Bethell, John Hopkins University and JanMarie Ward, American Indian Health Commission). These sponsorships enabled over 120 Clallam County residents to learn about positive childhood experiences and trauma sensitive care from an Indigenous perspective, interact with the presenters and other community members around this material. *We would like to alleviate the additional fiscal stress on local Coalitions and entities for 2023 while still providing expert level training for our local community members.*

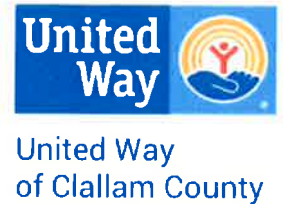


We are requesting \$6,000 to sponsor a local Resilience Month keynote presentation from Laura van Dernoot Lipsky, the founder and director of the Trauma Stewardship Institute, who has spent decades helping people navigate the consequences of natural disasters, mass shootings, and other crises. As seen in “What Happens When Americans Can Finally Exhale,”

Lipsky is a nationally renowned expert in COVID recovery and its intersection with healing and trauma (Appendix C: The Atlantic, May 2021). “As hard as the initial trauma is,” she said,



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"it's the aftermath that destroys people." Her keynote could provide perspective and strategies to improve recovery in Clallam County (Appendix D).

Resilience building supplies for Resilience Kits (to be distributed from NOLS), \$2,000

In 2022, 300 residents picked up a free [Resilience Kit](#) at NOLS locations. The kit provided a variety of activities and tools to help build resilience, engage in community care, and support self-care.

Community members, local entities (PAVE, First Step Family Support Center, WSU Extensions Program, OPHCC), United Way of Clallam County, and NOLS contributed items to 300 free kits. Items included reusable bag, Red Cross "Recipes for Resilience" cookbook, stress balls, art supplies, seeds, musical instruments and other sensory regulatory resources.

For 2023, if allocated \$2,000, a Resilience Month sub-Committee of cross-sector entities would determine which supplies should be purchased to supplement the array of those already being donated.



The requested \$8,000 of ARPA funds would be delivered into effective, no-cost assets for all residents to enable healing, recovery, and fostering the importance of connection.

Thank you for your time and reflection. As the ARPA funding faze out, we appreciate your willingness to consider how to reestablish the cross-sector connections, address the timely trauma informed knowledge, and promote vibrant, strong communities. With the same attention to assessment and community involvement that we have presented here, we will continue to evaluate our community's needs and resources plus considering our own operations. This type of data, deliberations, and discussions will allow us to consider the scope, availability, format, and longevity of our programming on an ongoing basis.

Sincerely,
Minnie Whalen
Clallam Resilience Project
United Way of Clallam County



STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
Aging and Long-Term Support Administration
Home and Community Services Division
PO Box 45600, Olympia, WA 98504-5600

Board of Commissioners
Minnie Whalen
Clallam Resilience Project

The Washington Traumatic Brain Injury Strategic Partnership Advisory Council (TBI Council) under the Department of Social and Health Services (DSHS) are pleased to provide a letter of support to the Clallam Resilience Project.

The TBI Council is pleased to emphasize the importance of the Clallam Resilience Project Community Meetings and the impact on education and support for people with traumatic brain injury. A core mission and one of the cornerstones of the TBI Council Statewide Comprehensive Plan is to increase public awareness, accessibility, and support around TBI and related resources. The Clallam Resilience Project Community Meetings bring people together across the region and state for collaborative learning, which builds resiliency and resource connections for the TBI community and caregivers.

We feel strongly that this is a worthy investment in injury and violence prevention, resource access, and the future of trauma-informed care and person-centered practices in Washington State. The Community Meetings will continue to provide much needed outreach and awareness of community resources, particularly in rural areas that may be disconnected from other outreach and awareness activities.

We very much look forward to attending future Clallam Resilience Project Community Meetings to build and support strategic partnerships, projects, and initiatives in Washington State. This effort enables progress toward health equity, belonging, and inclusion in Washington State.

Sincerely,

A handwritten signature in black ink, appearing to read "Lauren Miles".

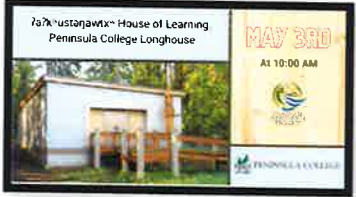
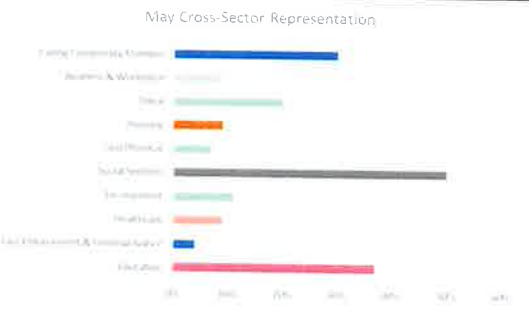
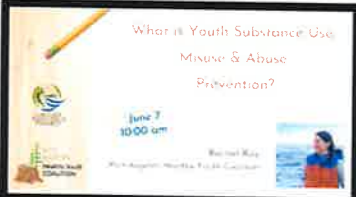
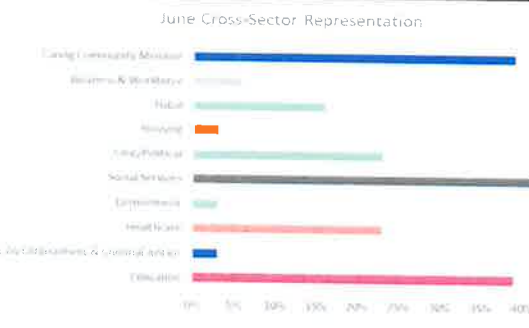
Lauren Miles, MCP | Project Manager & Community Planner
Traumatic Brain Injury (TBI) Strategic Partnership Advisory Council



TRAUMATIC BRAIN INJURY
Strategic Partnership Advisory
Council of Washington State

Appendix B

ARPA Supported Community Meetings Report

Date of Monthly Community Meeting, "Title of Presentation" and presenter, and number of recorded meeting views on YouTube Channel	Representation of participants	Health care providers represented
 May 3rd, 2022, "ʔaʔkʷustəŋáwtxʷ House of Learning: The Spirit of the Peninsula College Longhouse" By Sadie Crowe and the Peninsula College Longhouse Team 54 Participants 22 Views	May Cross-Sector Representation 	Volunteer Hospice of Clallam County Clallam County Health & Human Services American Red Cross Washington State Department of Social and Health Services
 June 7th, 2022, "What is Youth Substance Use, Misuse & Abuse Prevention?" By Rachel Ray, Port Angeles Healthy Youth Coalition 45 Participants 16 Views	June Cross-Sector Representation 	Olympic Peninsula Health Services Volunteer Hospice of Clallam County Clallam Health & Human Services New Growth Counseling Services

Appendix B

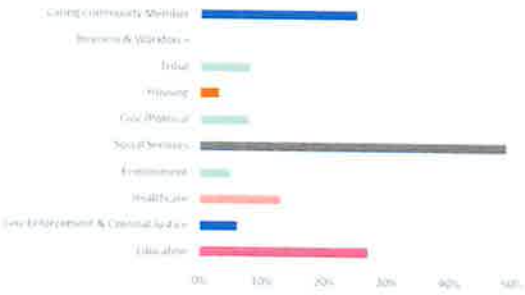
ARPA Supported Community Meetings Report



	July 5th, 2022, "Strategies to Manage Extended Stress & Employee Fatigue" By Christina Miko, First Step Family Support Center's Parent-Child Assistance Program 51 Participants 18 Views	July Cross-Sector Representation	Jefferson County Public Health Department of Social and Health Services Peninsula Behavioral Health Clallam Mental Health Court Clallam Health & Human Services Volunteer Hospice of Clallam County
	August 2nd, 2022, "Clallam County's New Mental Health Court: Promoting Justice and Recovery" By Judge David Neupert, Birgit Talman, Clallam County Mental Health Court 53 Participants 23 Views	August Cross-Sector Representation	Clallam County Mental Health Court North Olympic Healthcare Network Peninsula Behavioral Health Clallam Health & Human Services Peninsula Behavioral Health Klallam Counseling Services
	September 6th, 2022, "Bookmobile Outreach Services & the Importance of Connection" By Troi Gale and Megan Sullivan, North Olympic Library Services 40 Participants 12 Views	Sept Cross-Sector Representation	Clallam County Mental Health Court North Olympic Healthcare Network Department of Social and Health Services Olympic Medical Center

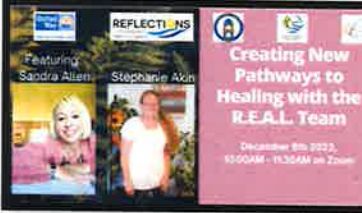
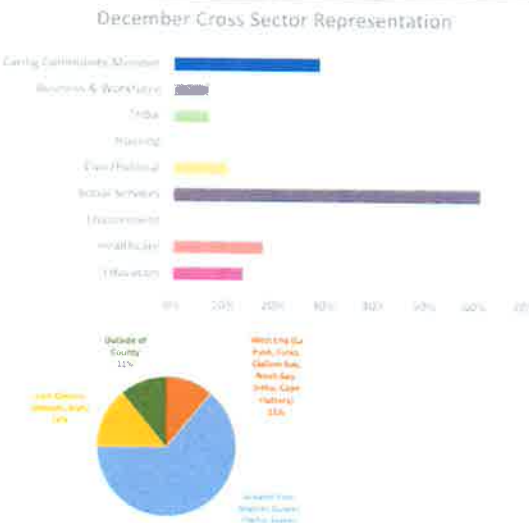
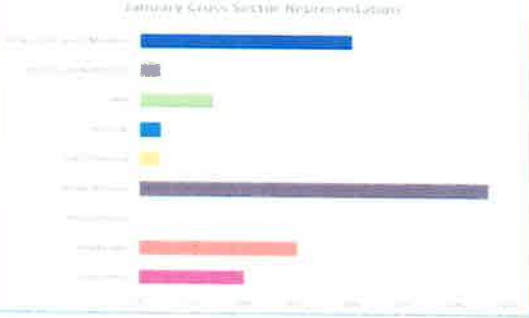
Appendix B

ARPA Supported Community Meetings Report

	October 4th, 2022, “The New Science of Thriving: Prioritizing Possibilities for Child, Family and Community Flourishing” By Dr. Christina Bethell, Johns Hopkins University 85 Participants 21 Views	Oct Cross-Sector Representation  <table><tr><td>Clallam County Health Department</td><td>25%</td></tr><tr><td>Business & Agriculture</td><td>10%</td></tr><tr><td>Education</td><td>10%</td></tr><tr><td>Fire/Police</td><td>5%</td></tr><tr><td>Local Businesses</td><td>10%</td></tr><tr><td>Government</td><td>10%</td></tr><tr><td>Health Care</td><td>10%</td></tr><tr><td>Non-Profit & Community Support</td><td>10%</td></tr><tr><td>Education</td><td>10%</td></tr></table>	Clallam County Health Department	25%	Business & Agriculture	10%	Education	10%	Fire/Police	5%	Local Businesses	10%	Government	10%	Health Care	10%	Non-Profit & Community Support	10%	Education	10%	Bloomberg School of Public Health Northwest Portland Area Indian Health Board Department of Social and Health Services Clallam County Health Department Olympic Medical Center Jefferson County Health Dept. Nurse Family Partnership Peninsula Behavioral Health Kitsap Public Health
Clallam County Health Department	25%																				
Business & Agriculture	10%																				
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Fire/Police	5%																				
Local Businesses	10%																				
Government	10%																				
Health Care	10%																				
Non-Profit & Community Support	10%																				
Education	10%																				
	November 1st, 2022, “Increase Awareness, prevention, recovery, and resilience around TBI (Traumatic Brain Injuries), injury and violence, and access to resources” By David Minor, Washington State Traumatic Brain Injury Strategic Prevention Advisory Council 42 Participants 48 Views	Nov Cross-Sector Representation  <table><tr><td>Clallam County Health Department</td><td>25%</td></tr><tr><td>Business & Agriculture</td><td>10%</td></tr><tr><td>Education</td><td>10%</td></tr><tr><td>Fire/Police</td><td>5%</td></tr><tr><td>Local Businesses</td><td>10%</td></tr><tr><td>Government</td><td>10%</td></tr><tr><td>Health Care</td><td>10%</td></tr><tr><td>Non-Profit & Community Support</td><td>10%</td></tr><tr><td>Education</td><td>10%</td></tr></table>	Clallam County Health Department	25%	Business & Agriculture	10%	Education	10%	Fire/Police	5%	Local Businesses	10%	Government	10%	Health Care	10%	Non-Profit & Community Support	10%	Education	10%	Jefferson County Health Department Olympic Agency Area on Aging PA Fire Department Community Medic Department of Social and Health Services Lower Elwha Klallam Tribe’s Healthy Transitions
Clallam County Health Department	25%																				
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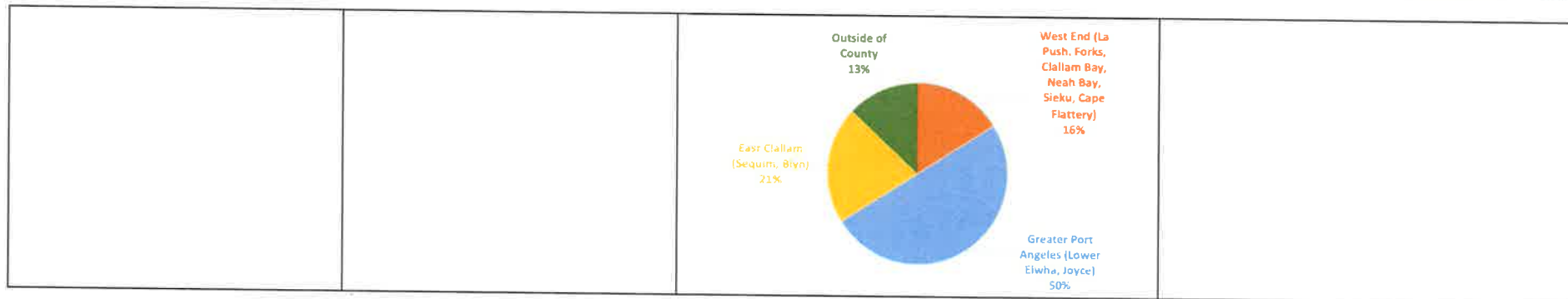
Appendix B

ARPA Supported Community Meetings Report

	December 6th, 2022, “Creating New Pathways to Healing with the R.E.A.L. team” By Stephanie Akin and Sandra Allen, <i>project managers for Clallam County R.E.A.L. team</i> 36 Participants 20 Views	December Cross Sector Representation 	Salish Behavioral Health Administrative Services Organization North Olympic Healthcare Network Peninsula Behavioral Health Olympic Medical Center WA State TBI Council, Lower Elwha Klallam Tribe's Heathy Transitions Department of Social and Health Services
	January 3rd, 2023 “NOHN, The Olympic Peninsula's Community Health Center: A Vision for Resilience” By Carlos Osorio, NOHN Community Outreach and Navigation Department Manager 44 Participants 19 Views	January Cross Sector Representation 	Prevention Service Quileute Tribe, Hospice of Clallam County, North Olympic Healthcare Network Lower Elwha Klallam Tribe's Heathy Transitions Peninsula Behavioral Health,

Appendix B

ARPA Supported Community Meetings Report



Appendix B

ARPA Supported Community Meetings Report



"Participation in these meeting provide me with information about resources available in our community that foster resilience. I have been able to meet new people who care about our community and go above and beyond. It is obvious that everyone's heart is centered around helping others. Most of all these meetings provide me with inspiration and hope to continue the work."

-Elena Velasquez, QVSD Middle School Principal

"I am one of two victim witness coordinators and I work felony violent crimes. I enjoy connecting with others and learning more about trauma, resiliency and programs in the local community through these meetings"

-Jillian Munger, Clallam County Prosecutors Office

"These community meetings impact Clallam County organizations, individuals and families through relational supports, relevant speakers and identifying the needs of the community."

-Shawnda Hicks, PAVE Family Coordinator

"I like these meetings because it gives us a clear focus on resilience and keeps this in the front of all of our minds. Bringing our community to health and wellness will benefit the county in many ways so yes, we should continue to have funding for this project."

-Ann Simpson, Mariposa House

We make connections through our monthly meetings, collaboration and hearing of options for those who live in all of Clallam County. I feel it is very beneficial to those of us that work and live past Lake Crescent to have services in the far West End and Hoh area. It would be great to have these meeting still continue for us all.

-Miss Ann Charles Penn, Quileute Human Services

"I have benefited by learning about programs and service happenings around our area. Connecting with people working on these programs. The connection to our community through these meetings is helpful. Knowing the who and their why helps us work toward common goals to increase resilience across our whole county. Resilience has a tendency to fall in the background when we are responding to the here and now. These meetings help resilience stay in the forefront of our minds and keep momentum."

-Jenny Oppelt, Clallam County Health and Human Services

"I think that CRP is an amazing informational and networking opportunity. It takes a village and having like minded people that are driven towards healing and understanding trauma."

-Keeoma Messenger, Healthy Transitions Lower Elwha Klallam Tribe

More From Our Essential Coronavirus Coverage

[Explore This Series](#)

HEALTH

What Happens When Americans Can Finally Exhale

The pandemic's mental wounds are still wide open.

By Ed Yong



MAY 20, 2021

SHARE ▼

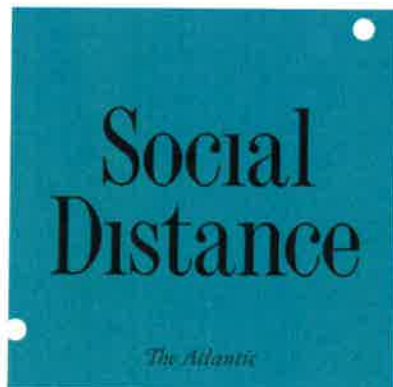
This time last year, the United States seemed stuck on a COVID-19 plateau. Although 1,300 Americans were dying from the disease every day, states had begun to reopen in a patchwork fashion, and an anxious nation was looking ahead to an uncertain summer. Twelve months later, the situation is very different. Cases are falling quickly. About half as many people are dying every day. Several vaccines were developed faster than experts had dared to predict, and proved to be more effective than they had dared to hope. Despite a shaky start, the vaccination campaign has been successful, and almost half of the country has received at least one shot, including 85 percent of people older than 65. As the pandemic rages on elsewhere in the world, the U.S. is eyeing a summer of reconnection and rejuvenation.

But there is another crucial difference between May 2020 and May 2021: People have now lived through 14 months of pandemic life. Millions have endured a year of grief, anxiety, isolation, and rolling trauma. Some will recover uneventfully, but for others, the quiet moments after adrenaline fades and normalcy resumes may be unexpectedly punishing. When they finally get a chance to exhale, their breaths may emerge as sighs. “People put their heads down and do what they have to do, but suddenly, when there’s an opening, all these feelings come up,” Laura van Dernoot Lipsky, the founder and director of the Trauma Stewardship Institute, told me. Lipsky has spent decades helping people navigate the consequences of natural disasters, mass shootings, and other crises. “As hard as the initial trauma is,” she said, “it’s the aftermath that destroys people.”

The COVID-19 pandemic has been a singular disaster—a recurring series of traumatic events that have eroded the very social trust and connections that allow communities to recover from catastrophes. Even now, with COVID-19 cases in the U.S. falling and vaccinations rising, many of the people whom Lipsky works with are struggling. Things are getting better, so why don't they feel better? “A lot of them are really confused by it, because they feel like they made it through and can see a little light at the end of the tunnel,” she said.

If you've been swimming furiously for a year, you don't expect to finally reach dry land and feel like you're drowning.

Listen to Ed Yong discuss this piece on the *Atlantic's* podcast *Social Distance*.



Social Distance
Dealing With Post-...
The Atlantic's Ed Yong talks
with James Hamblin and...

00:00:00

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A brief note on the word *trauma*: Psychologists and psychiatrists still debate its definition. Some feel that the word is used too loosely. Others argue that the official definition—which requires actual or threatened death, serious injury, or sexual violence—inappropriately excludes serious life events such as divorce, unemployment, or some chronic illnesses. Some argue that you cannot be traumatized by watching news coverage of disasters, and others say you can. Jessi Gold, a psychiatrist at the Washington University School of Medicine, in St. Louis, thinks in terms of “big-*T* trauma” (the officially defined term) and “little-*t* trauma” (its colloquial cousin). Both meaningfully affect one’s mental health. “We can be too nitpicky about where something ends and something else begins,” she told me. “If someone feels bad and it affects their day-to-day life, it’s a mental-health problem, and I don’t really care what you call it.”

Even in the more restrictive big-*T* sense, the pandemic has produced trauma at enormous scale. Millions of COVID-19 long-haulers spent months with debilitating symptoms, and many are still sick. In one study, 30 percent of people with lab-confirmed COVID-19, most of whom had not been hospitalized, were still experiencing symptoms after an average of six months. Many are still struggling with the byzantine world of disability benefits and long-term diagnoses such as myalgic encephalomyelitis. Many Americans who were hospitalized with COVID-19 will still be affected too. At the height of the winter surge, 132,000 people filled U.S. emergency rooms. Based on evidence from Italy and from past coronavirus epidemics, about a third of those people—and the hundreds of thousands more who were hospitalized before and after that moment—will develop PTSD.

At least 580,000 Americans have died from COVID-19, and this official tally probably omits hundreds of thousands of uncounted deaths. Because each death leaves an average of nine close relatives bereaved, roughly 5 million Americans have been grieving parents, children, siblings, spouses, or grandparents at a time when funerals, bedside goodbyes, and other rituals of mourning and loss have been disrupted. Some may feel guilt about surviving, as did New Yorkers who narrowly missed the 9/11 attacks, or gay men who were “spared at random” by HIV during the 1980s. Some grieverers may not heal for a long time. In normal circumstances, about 10 percent of bereaved people develop prolonged grief, becoming incapacitated by intense, all-consuming grief that persists for more than a year and flattens their life. About half a million Americans will likely feel this way—roughly the population of Atlanta. Grief will germinate along the same societal cracks that the pandemic exploited and widened: Indigenous, Pacific Islander, Latino, and Black Americans were more than twice as likely to die from COVID-19 than white Americans, and are therefore more likely to have lost loved ones to the disease.

Medical traumas were compounded by social stressors including unemployment, isolation, the rigors of full-time parenting without child care, and a year of lost opportunities. Against this grim backdrop, other tragedies unfolded: the killings of Breonna Taylor, George Floyd, and many other Black people by police officers; a record wildfire season; the insurrection at the U.S. Capitol; the Texas power crisis; and mass shootings in Atlanta and elsewhere. “This has been an ongoing set of cascading collective traumas that have really not abated,” says UC Irvine’s Roxane Cohen Silver, a psychologist who has studied trauma for decades.

The pandemic itself has not fully abated, either. Even as Americans ponder “post-pandemic” life, 600 people are still dying of COVID-19 every day. Despite the

historic success of the vaccination campaign, the rate of vaccinations is slowing, and is lowest among the most socially vulnerable communities. COVID-19 is burning with renewed ferocity through India, much of South America, and other countries. Globally, the pandemic is set to kill more people in 2021 than in 2020.

A sweeping and continuous crisis produces two almost paradoxical phenomena. First, people become inured and apathetic to suffering at a mass scale, experiencing what the psychologist Paul Slovic of the University of Oregon has called psychic numbing. But people also become sensitized to further traumas in their own life. Silver has repeatedly found this pattern among people who experience successive disasters, such as 9/11, Hurricane Sandy, and the Boston Marathon bombings. Many didn't habituate: Each new blow brought more stress, not less. "Around the one-year anniversary of COVID, a number of journalists asked me, 'It's been a year; why aren't we adjusted to this?'" Silver told me. "I found that question very unusual."

The pandemic hasn't been a one-off disaster but "a slow, recurrent onslaught of worsening things," adds Tamar Rodney, from the Johns Hopkins University School of Nursing, who studies trauma. "We can't expect people to go through that and for everyone to come out the other side being fine. People suffered in between, and those effects must be addressed, even if we're walking around maskless."

In 1969, the psychiatrist Elisabeth Kübler-Ross wrote that people with terminal illnesses go through five emotional stages: denial, anger, bargaining, depression, and acceptance. This influential model etched itself into the public consciousness and has been applied to every flavor of grief and loss, including that of COVID-19. But it is deeply misleading, and always has been. Grief isn't predictable. It doesn't involve

clearly defined stages. It doesn't unfold linearly. It doesn't necessarily end in acceptance. It carves long, meandering, and varied paths that popular myths do little to prepare us for.

People who endure long bouts of stress often collapse when they get a chance to be calm. Soldiers who return to the everyday world "describe it as boring, which gives them more time to think about what happened in the theater of war," Steven Taylor, a psychiatrist at the University of British Columbia, told me. Similarly, he predicts that, in the quieter moments after COVID-19 infections wane, health-care workers may remember the patients they lost, or the morally challenging decisions they had to make about apportioning care. And that's if they get quiet moments between dealing with surgeries that were rescheduled during surges and patients who are coming in sicker than usual because they deferred care. "You're just frayed, but you have to do everything that didn't get done," Saskia Popescu, an infection preventionist at George Mason University, told me last summer. "You don't get a mental break."

Even Americans who were spared the big-*T* traumas of the emergency room still experienced a year of fear, uncertainty, and disruption. They too might experience jarring moments of unexpected reflection, even as the national outlook begins to brighten. "When you get a chance to realize that your safety or your family's safety is no longer at risk, you think, *What was this experience like for me?*" said Gold, the Washington University psychiatrist. "Your answer could be *I haven't slept in months*, or *I feel miserable*, or *My kid is really angry and upset all the time*. I think the curve [of mental-health problems] is likely to go up exponentially once people have time to even realize that mental health is part of the equation."

Such problems can be especially disquieting at times when people are expecting to feel renewed. Lipsky, the trauma specialist, told me that she has worked with many people

who are “struggling with the struggle.” They might be nurses, doctors, judges, activists, or parents—hypercompetent individuals who are used to handling a constant baseline of stress, and who act as bedrocks and caregivers for their teams, communities, and families. The added burdens of the pandemic overwhelmed them, and rocked their identities. “People don’t recognize themselves,” Lipsky said. “They say, ‘I used to be the person who dealt with really hard things.’ I had parents questioning whether they were even meant to be a parent.”

Not everyone will feel this way. Perhaps most Americans won’t. In past work, Silver, the UC Irvine psychologist, found that even communities that go through extreme traumas, such as years of daily rocket fire, can show low levels of PTSD. Three factors seem to protect them: confidence in authorities, a sense of belonging, and community solidarity. In the U.S., the pandemic eroded all three. It reduced trust in institutions, separated people from their loved ones, and widened political divisions. It was something of a self-reinforcing disaster, exacerbating the conditions that make recovery harder.

“I don’t feel that we’re doomed,” Silver told me. “I do still believe that we will get through this.” She and other experts I talked with noted that people are resilient, and often more so than they realize. But they also agreed that the rhetoric of individual resilience can often be used to plaster over institutional failures: the shortage of mental-health-care providers, the labyrinthine insurance system, the lack of support from employers, the stigma around seeking care at all, and the societal tendency to bottle grief. “I don’t know anyone who looks to the U.S. as a model for grieving and mourning,” Lipsky told me. “We don’t talk about loss. By and large, it’s all about consumption to help numb you out.”

Lori Peek, a sociologist at the University of Colorado at Boulder, told me that recovery from disasters is usually gauged in terms of dollars regained, jobs restored, and infrastructure rebuilt. Mental health is harder to measure, and so easier to ignore. She is worried that the understandable societal desire to move past the pandemic will further alienate people who are still dealing with grief or symptoms. “What if someone is truly suffering and reaches out for help six months from now, and is told, ‘What are you talking about? The pandemic was ages ago?’” Peek said.

Loss can linger longer than expected. The time frame for recovering from disasters “is measured not in months, but in years or decades,” Peek said. In many cases, it lasts beyond the life span of human compassion. In late 2005, the people who were displaced by Hurricane Katrina initially found an outpouring of support, including meals, clothes, furniture, money, and music. But by early 2006, goodwill gave way to what disaster-relief workers called Katrina fatigue, and what the evacuees just called discrimination. “People were like, ‘Aren’t these people going home?’” Peek said. “And they had no homes.”

Similar tendencies are apparent now, as commentators wonder why many Americans are still anxious and risk averse, even as the U.S. begins to wake from its pandemic nightmare. “I think some people believe we pressed ‘pause,’ and we’ll go back to the way things were before, as if we didn’t have all the intervening experiences, as if 2020 didn’t happen, as if getting a vaccine erases your memory,” Gold said.

Consider the latest phase of the ceaseless discourse around masks. The SARS-CoV-2 virus spreads primarily through shared indoor air, the vaccines are extremely effective, and breakthrough infections among vaccinated people are rare. It is reasonable, then, for the CDC to advise that fully vaccinated people don't need to wear masks outdoors. (The agency's surprising move to extend those guidelines indoors is more debatable.)

But it is also reasonable for people to want to continue wearing masks, to feel anxious that others might now decide not to, or to be dubious that strangers will be honest about their vaccination status. People don't make decisions about the present in a temporal vacuum. They integrate across their past experiences. They learn. Some have learned that the CDC can be slow in its assessment of evidence, or confusing in its proclamations. They watched their fellow citizens rail against steps that would protect one another from infections at a time when the U.S. had already weathered decades of eroding social trust. They internalized the lessons of a year in which they had to fend for themselves, absent support from a government that repeatedly downplayed a crisis that was evidently unfolding. "We had no other protections all year," Gold said. "We had masks. No one else protected us. It's understandable that people would be hesitant about taking them off."

For some people, taking off a mask will mean just exposing the bottom half of their face. But for others, it signifies that they must reevaluate their understanding of risk and danger yet again, with fewer emotional reserves at hand. "I feel more clingy towards the routines I've established," Whitney Robinson, a social epidemiologist at the University of North Carolina at Chapel Hill, told me. "Summer feels like an unknown, and kind of exhausting. [It means] navigating new situations, reestablishing relationships, and deciding on COVID norms. It feels tiring."

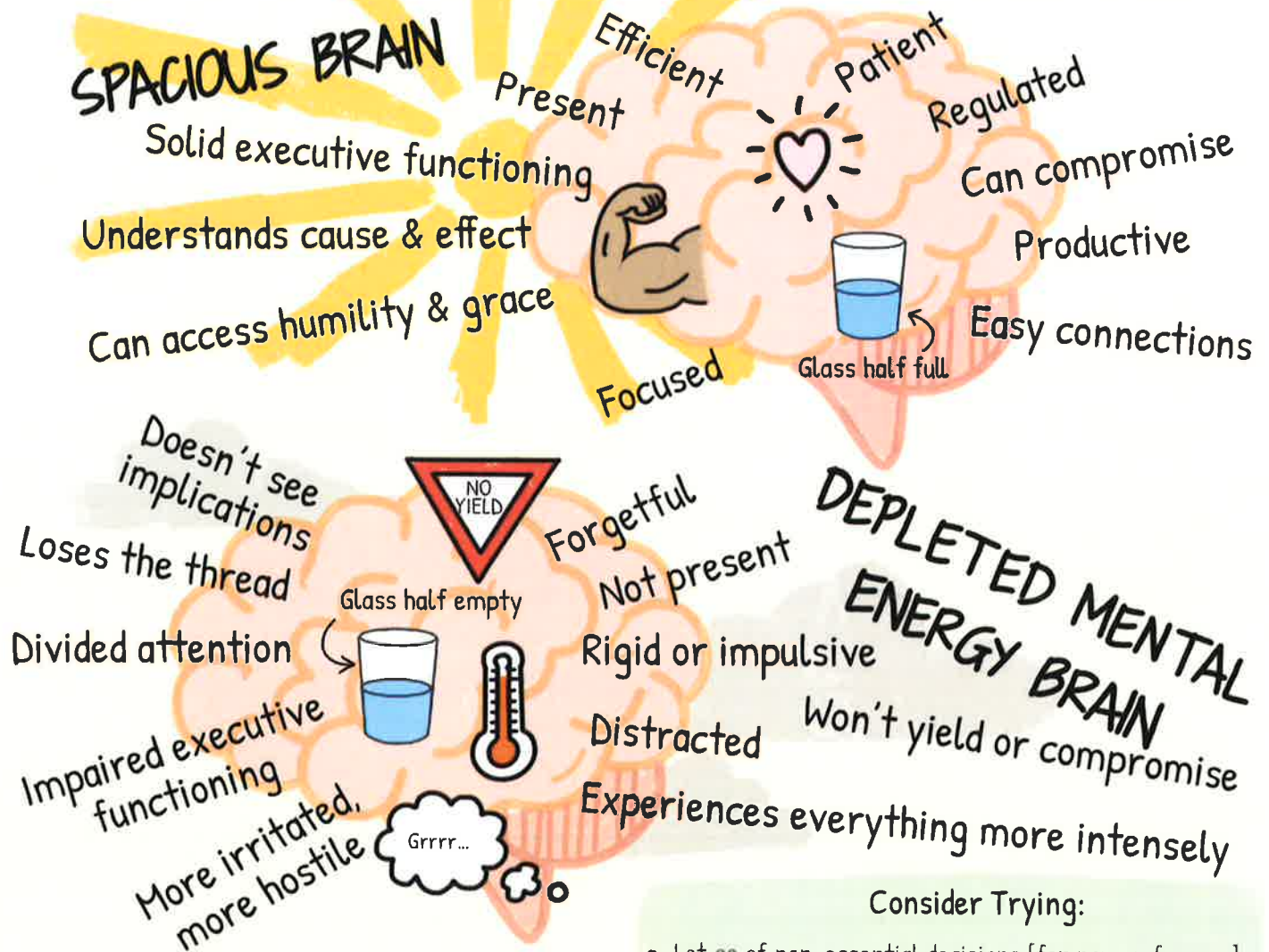
Nicolette Louissaint was tired when I first spoke with her last June, and she is tired still. Louissaint is the executive director of Healthcare Ready, a nonprofit that works to prepare for disasters by strengthening medical supply chains. She and her team started working full tilt in January 2020, well before most of the U.S. took COVID-19 seriously. The work has taken a toll, and isn't over. "Our personal lives are stabilizing, but there is still this fatigue from our professional lives," she told me. "And we're less than a month from hurricane and wildfire season."

Those who work in emergency preparedness talk about panic-neglect cycles, where people and politicians lose interest in a crisis once it abates, withdrawing attention and resources that are needed to prevent the next one. Louissaint worries that the U.S. is set to go through that cycle again. "There's a sense that political will and energy is now there, and might not be in a year," she said. "At some point, no one's going to want to hear about this anymore, so we'll be fighting for infrastructure and investment, and we'll be right back to where we are. Even now, when we do our normal trainings to get communities prepared for natural disasters, the feedback we often get is 'Oh my God, I can't even think about that right now,'" Louissaint told me. "So what happens when we have to face it?"

I asked her what she says to people who have just had enough, who feel that they've maxed out on their quota of catastrophe, who just want to move on from the pandemic, or who equate talk of preparedness with fearmongering. "I think there's a difference between sitting around fearing that the worst will come, and actually understanding the things we must be prepared for," she said. "If we were more prepared, we wouldn't have to worry as much."

“If you don’t want to have this conversation anymore, I understand. I don’t either,” she added. “My challenge is: How do we get to a position where we can afford not to?”

THE TRAUMA STEWARDSHIP INSTITUTE's take on DECISION FATIGUE & COGNITIVE OVERLOAD



Some Contributing Factors:

- Systematic oppression & structural supremacy
- Trauma
- Day-to-day triaging
- Social media & screen distractions
- The news
- Caretaking
- Opportunity cost signaling
- Multi-tasking & interruptions
- False urgency
- Fatigue/low blood sugar/dehydration
- Chaotic atmosphere
- # of decisions already made
- Not taking breaks
- Existential stress

Consider Trying:

- Let go of non-essential decisions [for now or forever]
- Overdeployment
- Minimize likelihood of wandering attention
- Maximize effectiveness of breaks
- Be mindful of cortisol & adrenaline
- ↓ urgency & maintain perspective
- Holistic health [nutrition, hydration, movement, etc.]
- Time outside
- Nervous system resets [acupuncture, cold h2o, mindfulness practices, animals, etc.]
- Notice what's going well
- Avoid impulse decisions
- Front-load during high mental acuity times
- Implement habits
- "Why am I doing what I am doing?"
- Know when to call it a wrap
- Sleep
- Simplify



Thank you

Collaborative Learning Academy Outcomes

- Offer an amendment to original contract for undistributed stipend funds

Community Meeting Outcomes

- Request ongoing funding (\$12,000) for another year of Community Meetings

Resilience Month 2023

- Request \$8,000 in APRA funding

Closing and Questions

clallamresilienceproject.org

Clallam County Board of Commissioners

January 23rd, 2023



Thank you Clallam County for the ARPA funds which enable assistance to:

- Those disproportionately impacted by COVID-19 populations and geographic areas
- Address health disparities
- Building stronger neighborhoods
- Promote healthy childhood environments

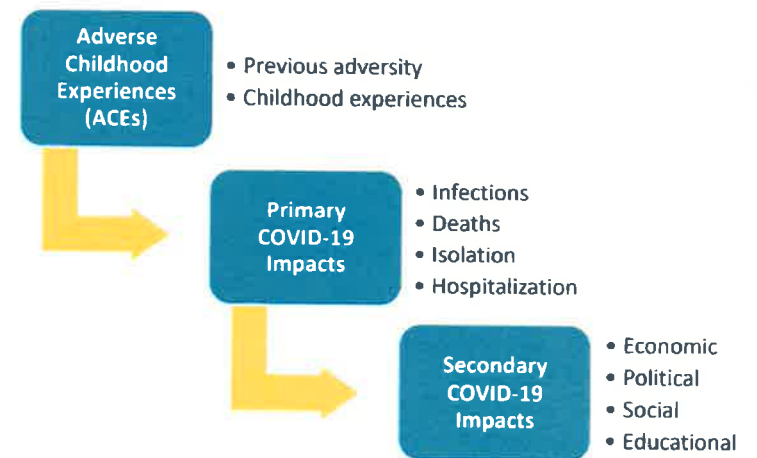


Figure 2: Disaster and Trauma Cascade Potential. The figure displays the range of factors (ACEs), primary COVID-19 impacts, and secondary COVID-19 impacts) which may alter the *reconstruction phase* and recovery for individuals based on their experiences.



The Collaborative Learning Academy trains cohorts of people to instill trauma sensitive and healing approaches, practices, systems, and environments in their organization for sustainable, long-term public health gain.

October 2022-June 2023

13 local entities meet 3 hours monthly

Cohort of up to 4 people

**Allocated: \$9,000 for staffing 9-month series
\$2,000 for supplies
\$36,000 in stipends for participating agencies to attend**

Clallam County Sheriff's Office
First Step Family Support Center
Lutheran Community Services NW
NAMI (National Alliance on Mental Illness) WA
New Growth Counseling Services
OlyCAP (Olympic Community Action Program)
OPEN (Olympic Peninsula Extended Needs) Housing
Peninsula College
Port Angeles Food Bank
Port Angeles School District
Sequim City and Police Department
Sequim School District
Serenity House of Clallam County

Learning Objectives and Outcomes of CLA

Educating

Realizing and recognizing what trauma is and its effects

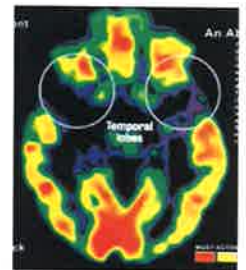
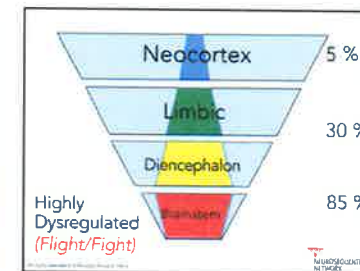
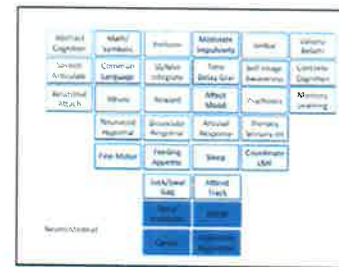
Engage

Responding to trauma with tools and skill building around healing practices

Collaborate

Create common language

Partners co-construct a cohesive, consistent experience across Clallam County that will enhance our ability to serve residents



TRACKING (reading the nervous system)

Tracking is paying attention to sensations in your body in the present moment.

- What do you notice happening inside?
- Are the sensations inside pleasant, neutral, or unpleasant?
- Bring your attention to the sensations that are pleasant or neutral.



RESOURCING

A Resource is any person, place, thing, or memory (real or imagined) that provides you comfort, joy, peace, or happiness.

- What or who uplifts you?
- What or who gives you strength?
- What or who gets you through hard times?



GROUNDING

- Grounding is the contact of the body or part of the body with something that provides support in the present moment.
- You can ground by sitting in a chair, standing against a wall, laying down, walking, or floating in water.





CLA Stipend Allocation Summary & Prediction

	Number of Total Entities	Number of Entities Requesting Stipends	Number of Total Participants	Number of Total Participants Earning Stipends for Entity	Total Cost
Allocation (April 22)	10	10	40	360	\$36,000
Accepted Entities (Aug 22)	14	8	45	23	
Invoiced Stipend Amount (October 22- January 23)		8		63	\$6,300
Predicted Total Stipend Amount (June 2023)		8		189	\$18,900

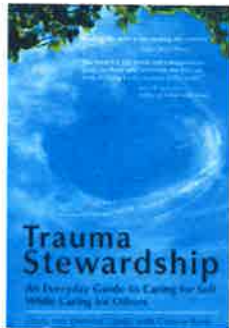
Suggesting a contract amendment for undistributed stipend allocation (at current rates, approximately \$17,100)

Distribute funds to the participating entities

At June 2023 CLA, entities demonstrate by presenting:

- What they have learned
- How they are currently and planning to apply their knowledge into strategies and structural action steps to meet entity or community needs.
- \$1,200-\$2,000 per entity through stipend or supplies/training costs

Demonstrations could present evidence such as:



Community Meeting

Public, drop in, cost-free Zoom

First Tuesday of the Month: 10-11:30

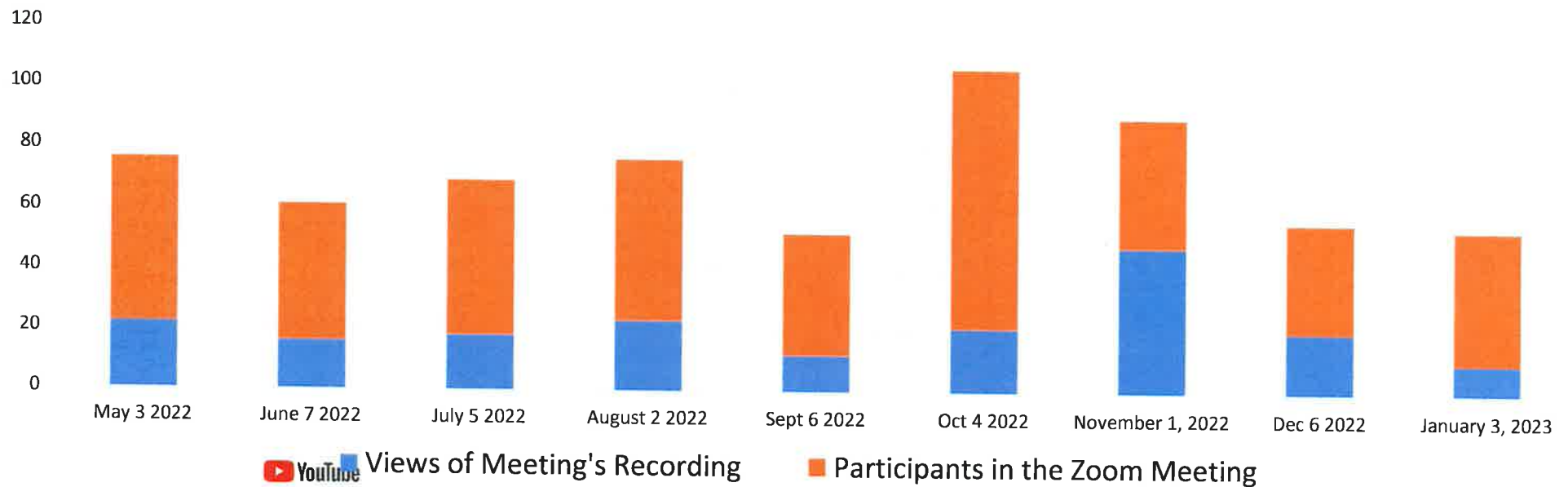
- cost-free
- Connection
 - public health information
 - resilience and healing designs
 - trauma informed interventions
- Recovery tools for severely impacted by the pandemic such as:
 - the low-income communities
 - people of color
 - children
 - those who have experienced historical trauma



Community Meeting

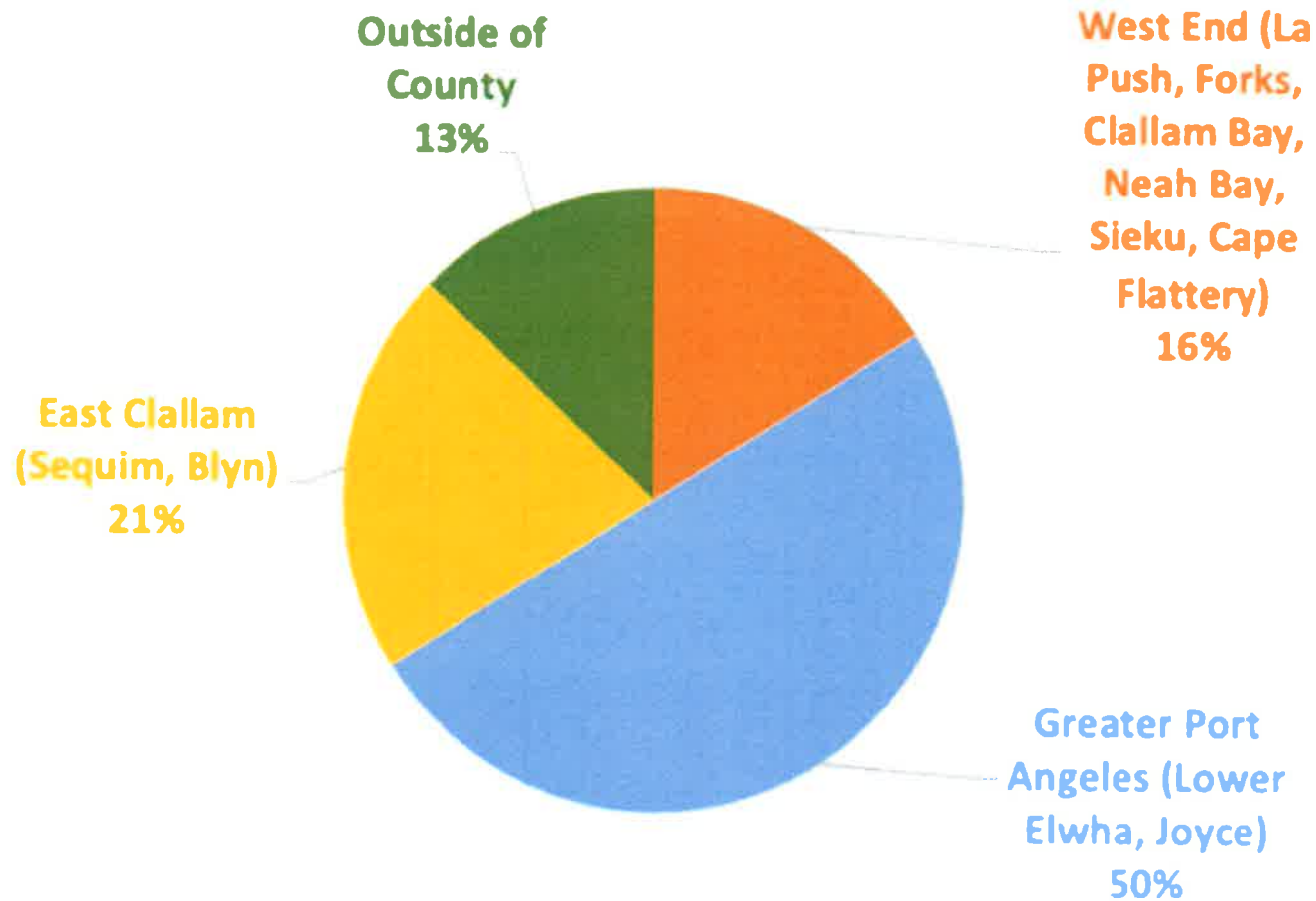
Robust Zoom Attendance and Views of Recording
First Tuesday of the Month: 10-11:30

Community Meeting Attendance by Number of Participants in Zoom and Views

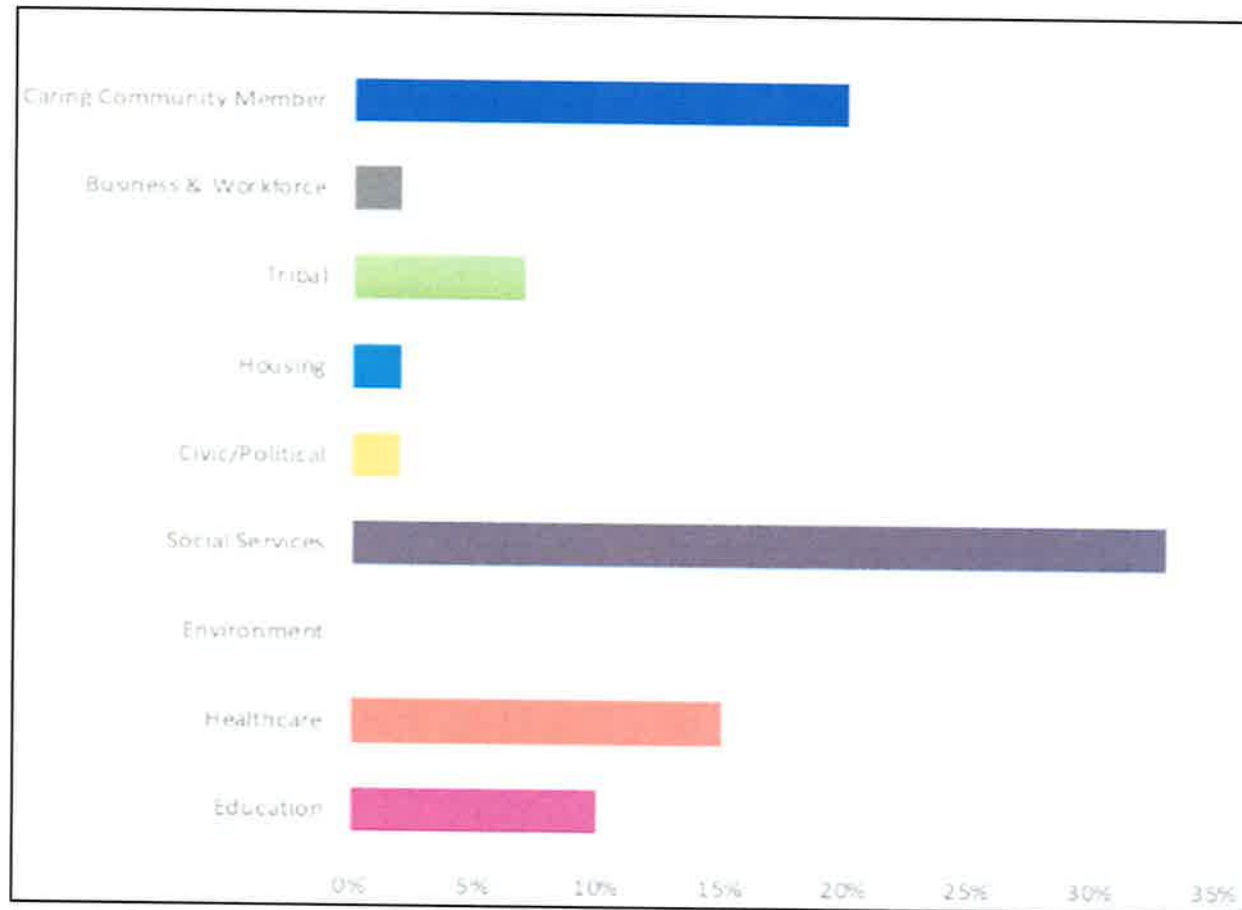


Average 50 Zoom participants monthly

January 3rd 2023 Community Meeting: Geographic Identification



January 3rd 2023 Community Meeting Cross-Sector Identification



Cross-sector May 2022-January 2023 presenters

ʔaʔkʷustəŋáwtx̣ House of Learning,
Peninsula College Longhouse

MAY 3RD
At 10:00 AM



PENINSULA COLLEGE

What is Youth Substance Use,
Misuse & Abuse
Prevention?

June 7
10:00 am

Rachel Ray
Port Angeles Healthy Youth Coalition




Strategies to Manage
Extended Stress & Employee Fatigue

Christina Miko
Clinical Supervisor
Clallam & Jefferson County Child Assistance Program
First Step Support Center






United Way
Clallam County

Tuesday, August 2nd
10:00 - 11:30am

Clallam County's
New Mental Health Court:
Promoting Justice & Recovery

Judge David Neupert
Clallam County District Court I

Debit Talman
Mental Health Court Manager




United Way
REFLECTIONS
CLALLAM COUNTY
JANUARY 3RD

Featuring:
Sandra Allen

Stephanie Akin

**Creating New
Pathways to
Healing with the
R.E.A.L. Team**

December 6th 2022,
10:00AM - 11:30AM on Zoom




North Olympic
Healthcare

United Way
Clallam County

**NOHN, The
Olympic
Peninsula's
Community Health
Center: A Vision
for Resilience**

Presented by Carlos Osorio
January 3rd, 2022 at 10:00AM
on Zoom



End Poll Community Meeting to assess meeting & indicators of community resilience building:



Time used efficiently



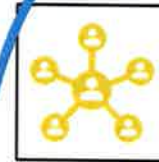
Stay on topic



Content of the meeting supports the goals of Clallam Resilience Project



Learn or practice something that you will use to help yourself or others

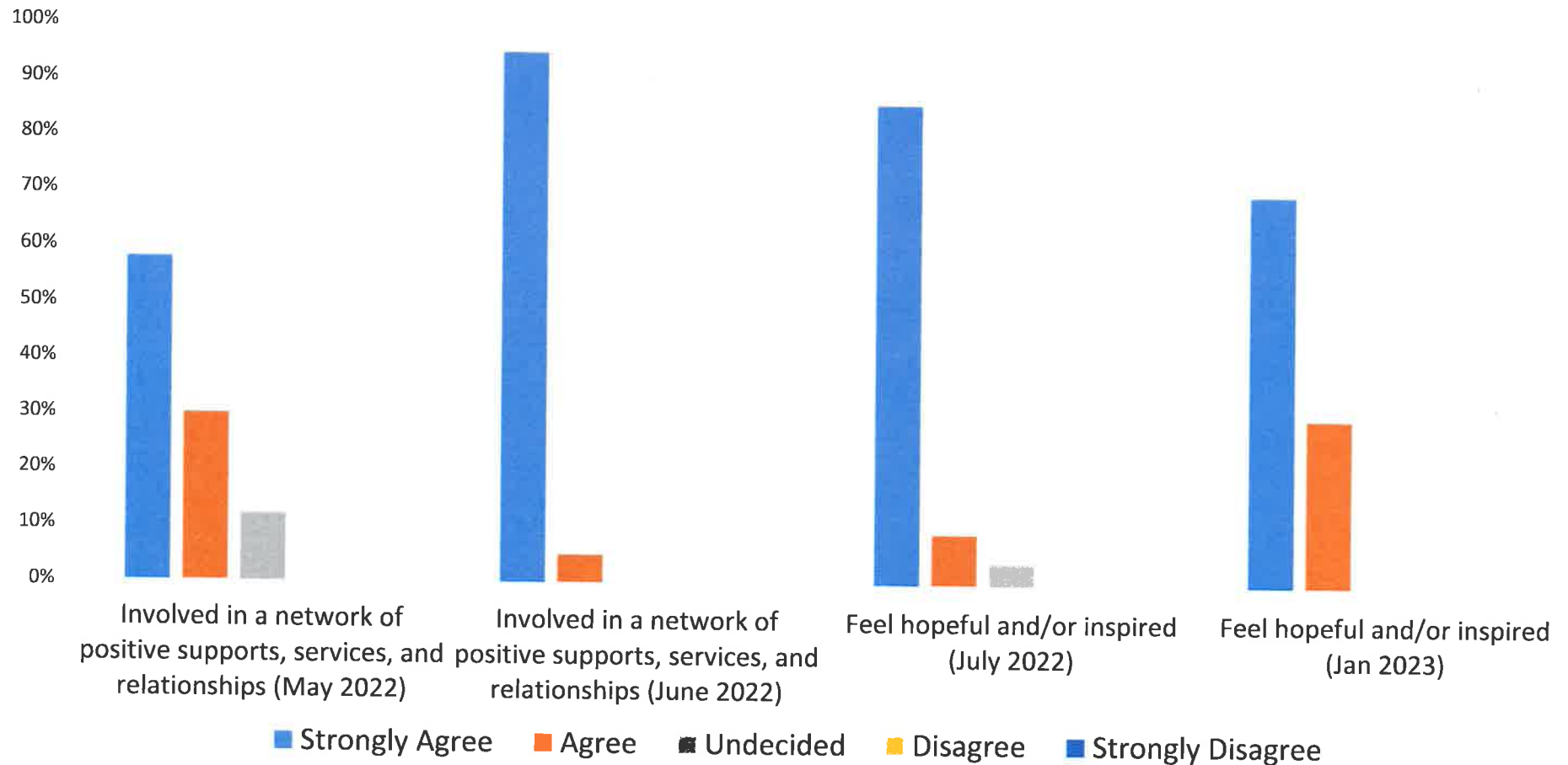


Involved in a network of positive supports, services, and relationships



Feel hopeful and/or inspired

Snapshot of Community Meeting Assessments of Community Resilience Indicators



"Participation in these meeting provide me with information about resources available in our community that foster resilience. I have been able to meet new people who care about our community and go above and beyond. It is obvious that everyone's heart is centered around helping others. Most of all these meetings provide me with inspiration and hope to continue the work."

-Elena Velasquez, QVSD Middle School Principal

"I am one of two victim witness coordinators and I work felony violent crimes. I enjoy connecting with others and learning more about trauma, resiliency and programs in the local community through these meetings"

-Jillian Munger, Clallam County Prosecutors Office

"These community meetings impact Clallam County organizations, individuals and families through relational supports, relevant speakers and identifying the needs of the community."

-Shawnda Hicks, PAVE Family Coordinator

"I like these meetings because it gives us a clear focus on resilience and keeps this in the front of all of our minds. Bringing our community to health and wellness will benefit the county in many ways so yes, we should continue to have funding for this project."

-Ann Simpson, Mariposa House

"I have benefited by learning about programs and service happenings around our area. Connecting with people working on these programs. The connection to our community through these meetings is helpful. Knowing the who and their why helps us work toward common goals to increase resilience across our whole county. Resilience has a tendency to fall in the background when we are responding to the here and now. These meetings help resilience stay in the forefront of our minds and keep momentum."

-Jenny Oppelt, Clallam County Health and Human Services

We make connections through our monthly meetings, collaboration and hearing of options for those who live in all of Clallam County. I feel it is very beneficial to those of us that work and live past Lake Crescent to have services in the far West End and Hoh area. It would be great to have these meeting still continue for us all.

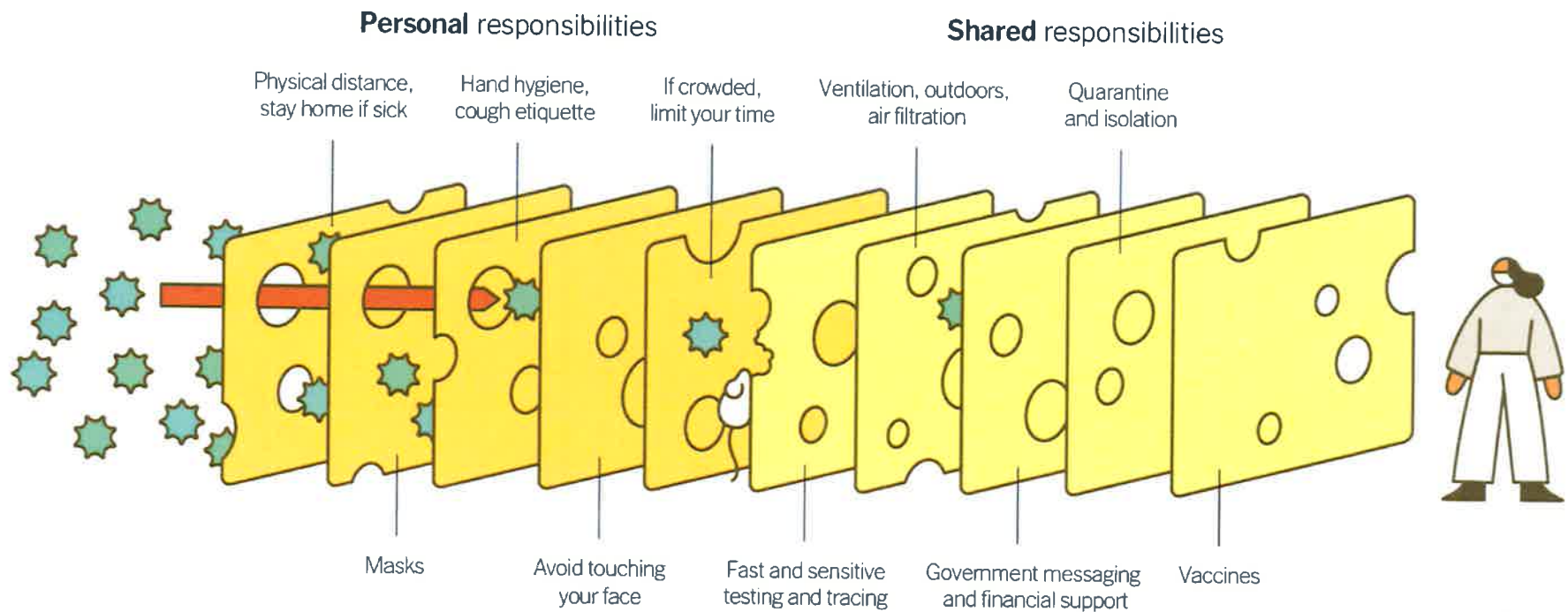
-Miss Ann Charles Penn, Quileute Human Services

"I think that CRP is an amazing informational and networking opportunity. It takes a village and having like minded people that are driven towards healing and understanding trauma."

- Keeoma Messenger, Healthy Transitions Lower Elwha Klallam Tribe

Multiple Layers Improve Success

The Swiss Cheese Respiratory Pandemic Defense recognizes that no single intervention is perfect at preventing the spread of the coronavirus. Each intervention (layer) has holes.



Source: Adapted from Ian M. Mackay (virologydownunder.com) and James T. Reason. Illustration by Rose Wong

Resilience Month 2022

Shared Leadership



Resilience Month 2022

Promote applicable skills, tools, and practices across lifespan and culture



Dia de Culturas, Oct 15th 2022

“listen more”

“more self-awareness of implicit and explicit bias when working with clients”

"this is the 1st time in 4 years I live here I felt closer to home and it has made a huge positive impact on my mental health and I thank every single one of yall”



Resilience Month 2022

Create common language and knowledge from lived experiences as well as the science



“Having the language to help others see how it correlates to their own lived experiences within their own generations.”

“I became aware of the high score I had on the ACE chart and will continue to work on myself and confront the places I am stuck.”

“It was a training around trauma and did not re-trigger anyone. Awesome.”

“I will continue to use the knowledge in my own family and relationships to help steer us all towards healing and resilience.”



Resilience Month 2022

Cross-sector free offerings for community members and professionals

Total ~ 700 Community engagements

4 City and County **Proclamations**, Approached 5 Tribal Councils

NOLS: 300 **Resilience Kits** (October 1-October 15)
Day of the Dead Take & Make Kits (October 15- October 31)

First Step Family Support Center: 40 **Mindful Moment Bags**

82 Zoom Participants at **Science of Thriving**, 24 Views (October 4)

~25 attendees at **Indigenous Peoples Day Poetry Reading** at (October 10)

~50 people **Dia de Culturas** at Peninsula College in Forks (October 15)

~50 people **Generational Clarity** at Jamestown S'Klallam Campus (October 21)

~25 in person/ ~25 online, **Exploring Climate Anxiety** with Studium Generale (October 27)

7 **tiny videos** created (teenager to senior citizen), 113 views in October

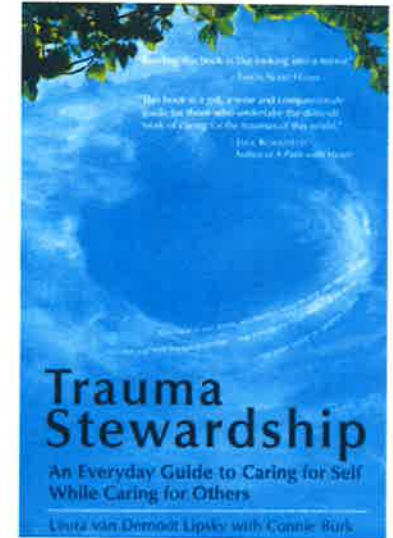
“Having multiple opportunities of events being offered, with a variety of dates & times, makes it easy to fit in one’s schedule.”



Proposed Resilience Month
Keynote Presenter, Oct 3 2023:

Laura van Dernoot Lipsky

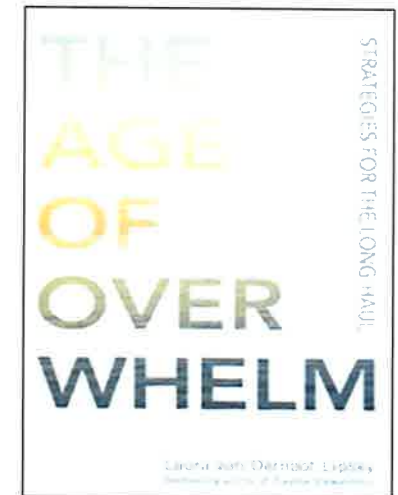
A virtual 1 hour training, still
interactive, with lots of space for
q & a, is \$6,000



Laura van Dernoot Lipsky, the founder and director of the Trauma Stewardship Institute, has spent decades helping people navigate the consequences of natural disasters, mass shootings, and other crises.

“As hard as the initial trauma is,” she said, “it’s the aftermath that destroys people.”— *The Atlantic*, May 20, 2021

www.traumastewardship.com



Resilience Kits

In October 2022, 300 residents picked up a free [Resilience Kit](#) at any NOLS location. The kit provides a variety of activities and tools to help build resilience, engage in community care, and support self-care.

2022 Sponsors were:

NOLS

Caring Community Members

PAVE

OPHCC

WSU Extensions

First Step Family Support Center

Clallam Resilience Project, United Way of Clallam County

Requesting \$2,000 for supplies such as:



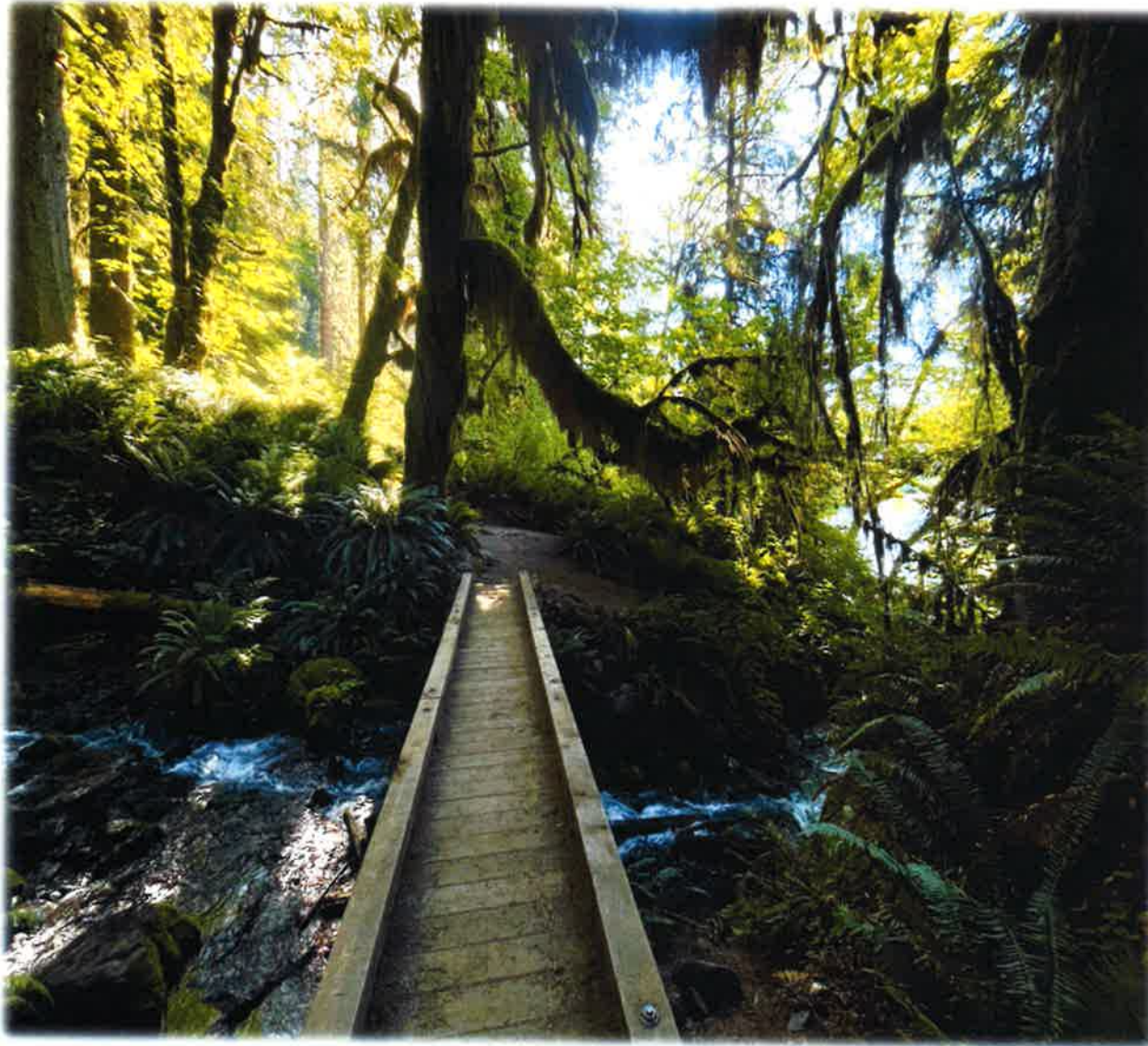
Any opportunity to publicly thank you
and to appreciate your collective work

**Open invitation to our monthly Zoom
Community Meetings**



**A site visit to our
Collaborative Learning Academy**





Closing

If we are not funded, based on our community's needs and resources plus considering our own operations, we will reconsider and assess the scope, availability, format, and longevity of our programming.

Thank you for your
consideration and
ongoing support



20

AGENDA ITEM SUMMARY

JAN 23 2023

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

Department: BOCC/Finance

WORK SESSION ☒ **Meeting Date:** 1/23/2023

REGULAR AGENDA ☒ **Meeting Date:** 1/31/2023

Required originals approved and attached? ☐

Will be provided on:

Item Summary:*

- ☐ Call for Hearing
- ☐ Resolution
- ☐ Draft Ordinance

- ☒ Contract/Agreement/MOU**
- ☐ Proclamation
- ☐ Final Ordinance

- Contract # 19925.22.010
- ☐ Budget Item
- ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

Personal Services Agreement with the Public Works in the amount of \$250,000 for Olympic Discovery Trail improvement projects.

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?** ☒

These funds are already allocated in the Hotel/Motel Tax Fund 2023 Budget.

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

Please review and sign.

County Official signature & print name: Debi Cook 

Name of Employee/Stakeholder attending meeting: Debi Cook, Steve Gray

Relevant Departments: BOCC, Public Works

Date submitted: 1/18/2023

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

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



PERSONAL SERVICES AGREEMENT

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

Name: Public Works
 Address: 223 E 4th St., Suite 6
 Port Angeles, WA 98362
 Phone N^o: 360-417-2290

(hereinafter called "Contractor").

This Agreement is comprised of:

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this day of 2023.

CONTRACTOR

BOARD OF CLALLAM COUNTY COMMISSIONERS

Steve Gray

Mark Ozias, Chair

Title: Public Works Deputy Director

Date: January 17, 2023

ATTEST:

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

Loni Gores, Clerk of the Board

Originals: BOCC
 Vendor
 Initiating Department
 Copies: 5

SCOPE OF WORK

The lodging tax grant will be used to assist with the funding of the following 2023 Olympic Discovery Trail (ODT) Improvement Projects:

- 1. ODT-Forks to La Push Trail Corridor Acquisition.** The lodging tax grant will be used to assist with trail corridor acquisition efforts between US 101 and the Olympic National Park boundary in the vicinity of SR 110 needed to support future development of the approximately 13-mile planned western terminus of the ODT between the communities of Forks and La Push.
- 2. Trail Improvements.** The lodging tax grant may be used to fund trail improvements if 2023 grant monies remain available after prioritizing Task 1 efforts above. The improvements would widen a section of 25 to 30-year-old trail from eight feet to either 10 or 12-feet wide to meet current standards and replace deteriorating chip seal surface with asphalt. This improvement will increase safety and user experience on high traffic trail sections in the eastern part of the County. It is anticipated that up to a mile of trail may be improved after prioritizing Task 1 efforts above.
- 3. ODT-Repair and Maintenance Work.** The lodging tax grant may be used to provide funding support of ODT trail maintenance and repair projects if 2023 grant monies remain available after prioritizing Task 1 efforts above.
- 4. Meet with the Lodging Tax Advisory Committee on a yearly basis to:**
 - Review goals and objectives for tourism enhancement.
 - Review expenditure of funds.
 - Review achievements of the past year.
 - Discuss the proposed work plan for the coming year.
 - Additional review may be required by the Commissioners upon reasonable notice.

COMPENSATION

1. ☒ **a. FIXED FEE FOR SERVICE:** For services rendered, the County shall pay to the Contractor a fixed fee of TWO HUNDRED, FIFTY THOUSAND DOLLARS (\$250,000) for the completed work set forth in Attachment A. Payments for completed tasks shall be made no more frequently than ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually; ☐ at completion of project; ☐ other (specify) _____.

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

OR

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

Name/Position

Hourly Rate

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

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

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

2. AND

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

OR

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

OR

☐ **c.** Other (specify): _____

SPECIAL TERMS AND CONDITIONS

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

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

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

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



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

☐ **COMMERCIAL GENERAL LIABILITY:**

Bodily injury, including death	\$	per occurrence
	\$	aggregate
Property damage	\$	per occurrence
	\$	aggregate



ERRORS AND OMISSIONS or PROFESSIONAL LIABILITY with an Extended Reporting Period Endorsement (two year tail)

\$ per occurrence



WORKERS COMPENSATION:

Statutory amount

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

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

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

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

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

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

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