



AGENDA
BOARD OF CLALLAM COUNTY COMMISSIONERS
223 East 4th Street Room 160
Port Angeles, Washington
Tuesday, January 17, 2023 – 9:00 a.m.

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

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

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

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

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

CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA – Any Commissioner may remove items for discussion

1a. Approval of vouchers for the week of January 9

Approval of vouchers 

1b. Approval of payroll for the period ending December 31

Approval of payroll 

1c. Approval of minutes for the week of January 9

Approval of minutes 

1d. Letter to Washington State Department of Transportation suggesting quarterly attendance to work session meetings

Letter 

REPORTS AND PRESENTATIONS

CONTRACTS AND AGREEMENTS

- 2a. Agreement with Washington State Department of Commerce for STOP Violence Against Women Formula Grant Program

Agreement 

- 2b. Agreement with Department of Ecology for expansion of the Olympia oyster populations in Sequim Bay

Agreement 

- 2c. Agreement with North Olympic Land Trust for Conservation Futures - Dungeness Hub Project

Agreement 

ADMINISTRATION

- 3a. Request for qualifications to be received no later than Tuesday, February 14, 2023 at 10 a.m. for 2023 Architecture Engineering Consulting Services

Request for qualifications 

- 3b. Resolution authorizing action on Current Use Assessment CUA applications pursuant to Clallam County Code Chapter 27.08, Open Space

Resolution 

PUBLIC WORKS

- 4a. Resolution to initiate a county road project designated as CRP C1260, Traffic Control Devices

Resolution 

BUDGET

- 5a. Notice that the following supplemental appropriations will be adopted by Resolution on January 31:
Sheriff - Nine-One-One Enhanced - Reimbursement from Washington State Military Department, State E911 Coordination Office, for NG911 Equipment modernization Contract #E22-299 and increase reimbursement amount from WA State Professional Development Contract #E23-005/\$166,293
Sheriff - Emergency Services - District Case Manager funding/\$155,650

Notice 

- 5b. Resolution calling for a hearing to be held January 31 at 10:30 a.m. for the following debatable emergencies:
Sheriff - VRF Boating Program - To purchase two new Yamaha boat motors and parts, and pay Associated labor costs/\$49,863
Parks & Facilities - Capital Projects - Receipt of Department of Commerce Revenue Losses Grant to replace obsolete fairground First Aid building/\$34,500

Notice 

PUBLIC COMMENT – Please limit comments to three minutes

EXECUTIVE SESSION

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

The following meetings are scheduled for the Board of Commissioners January 16 - 20:

Monday, January 16:

Courthouse Closed - Martin Luther King, Jr. Day

Tuesday, January 17:

9:00 a.m. Work Session

10:00 a.m. Board Meeting

1:00 p.m. Board of Health

Wednesday, January 18:

8:00 a.m. Coffee with Colleen

10:00 a.m. Clallam Transit Meeting

INSTRUCTIONS FOR SPEAKING AT A COMMISSIONERS' MEETING:

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

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

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



1a
JAN 17 2023

Date of report: January 11, 2023

General	\$310,667.49
Other	\$687,172.02
Total	\$997,839.51

STATE OF WASHINGTON

County of Clallam

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

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 2023.

SHOONA RIGGS COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

MARK OZIAS, Chair

BILL PEACH

RANDY JOHNSON

RICH SILL (County Administrator)

Weekly Expenditures

January 9 - 13, 2022

Fund #	Department	Expenditures		Use Tax	
		General Fund	Other	General Fund	Other
00100.211	Assessor	35,459.12			
00100.221	Auditor	2,348.96			
00100.241/291	Commissioners (BOCC)	48,327.08			
19914.291	BOCC - Veterans Relief		5,941.30		
19925.291	BOCC - Hotel/Motel		1,000.00		
19941.291	BOCC - Opportunity Fund		30,000.00		
19951.291	BOCC - Affordable Housing Sales Tax		8,750.00		
19991.291	BOCC - Emergency Communications		139,968.69		
00100.331-334	Dept. of Community Develop't (DCD)	3,601.35			
30301.331	DCD - Lower Dungeness Floodplain		400.58		
00100.871	District Court I	731.18			
00100.871	District Court I - Jury	331.30			
00100.461	Human Resources (HR)	1,998.57			
50401.461	HR - Risk Management		11,875.35		
50501.461	HR - Workers Compensation		4,884.57		
13001/13051	Noxious Weed/LMD #2 (Lake Mgmt. Dist.)		162.05		
00100.911/912	Parks Fair Facilities (PFF)	1,497.75			
00100.841-843	Prosecuting Attorney	24,469.96		14.24	
	Public Works (PW)				
10101.611	PW - Roads		312,519.88		
10135.611	PW - Flood Control		18,900.19		
41401.611	PW - Clallam/Seki Sewer		12,004.38		
42401.611	PW - Carlsborg Sewer		100,285.17		
43401.611	PW - Bullman Beach Water System		2,223.03		
50301.611	PW - ER&R (Equip't Rental & Revolving)		34,792.05		
00100.811-815,817	Sheriff	23,257.27			
00100.816	Sheriff - Jail Medical	158,199.86			
11008.811	Sheriff - OPNET Drug		688.26		
11065.811	Sheriff - OPSCAN Operations		858.92		
11080.811	Sheriff - Inmate Commissary		592.26		12.51
00100.861	Superior Court	12.62			
00100.891	Superior Court Clerk	2,734.03			
00100.231	Treasurer	7,684.20			
12201.231	Treasurer - O&M (Operation & Maintenance)		613.50		
12241.231	Treasurer - Land Assessment		699.33		
Total		310,653.25	687,159.51	14.24	12.51

Report Reconciliation		Totals			
Total	997,812.76	General Fund	310,667.49		
Final Check Lists	997,812.76	Other	687,172.02		
Difference	-	Total	997,839.51	Use Tax	26.75

COPY

Prepared by: _____

Sara DeBiddle, Clallam County Auditor's Office

Invoice History Use Tax Report
CLALLAM COUNTY

Tran Date	Vendor Name	Invoice / Credit Memo No.	Doc Group	Taxable Amount	Tax Amount	Invoice Total
1/17/2023	SOUTHLAND MEDICAL LLC	WWI001569	tpavlak	161.84	14.24	161.84
1/17/2023	SWANSONS SERVICES CORP.	1668474	jkoon	51.63	4.54	51.63
1/17/2023	SWANSONS SERVICES CORP.	1671006	jkoon	48.21	4.24	48.21
1/17/2023	SWANSONS SERVICES CORP.	1673264	jkoon	42.42	3.73	42.42
Totals:				304.10	26.75	304.10

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0000360	CLALLAM COUNTY ER&R	2023.008E	1/5/2023	VEHICLE RENTAL DEC	1,381.00	1,381.00
1/17/2023	0000947	MARSHALL & SWIFT, BOECH	887404-2023	1/5/2023	M&S RESIDENTIAL COST BO	738.25	738.25
1/17/2023	0001641	VERIZON WIRELESS	9923695993	1/5/2023	DATA FOR MOBILE APPRAISA	1,092.10	1,092.10
1/17/2023	0017746	IAAO	23-10199991	1/5/2023	DUES FOR IAAO (\$240 EA)	960.00	960.00
1/17/2023	0018681	WSACA - EDUCATION FUND	1348	1/5/2023	INTRO TO INDUSTRIAL FOR I	150.00	
			1354	1/5/2023	WEB COURSE FOR MEGAN II	20.00	170.00
1/17/2023	0029534	HARRIS GOVERN	TAMN00002478	1/5/2023	PACS QRTLY MTC	12,830.27	
			TAMN00002319	1/5/2023	PACS MOBILE MTC YEARLY	10,116.95	
			TAMN00002318	1/5/2023	PACS CLOUD HOSTING	5,994.55	
			TAMN00002242	1/5/2023	M&S COMMERCIAL APPRAISI	2,176.00	31,117.77
Sub total for U S BANK:							35,459.12

35,459.12+
 2,348.96+
 228,045.77+
 4,001.93+
 731.18+
 331.30+
 18,758.49+
 8,129.50+
 162.05+
 24,469.96+
 34,792.05+
 305,888.13+
 121,408.39+
 12,004.38+
 25,396.71+
 158,199.86+
 12.62+
 2,734.03+
 8,997.03+
 2,398.32+
 3,542.98+
 997,812.76*+
 0.*

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Final Check List
CLALLAM COUNTY

Auditor

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0000546	EXPRESS SERVICES, INC	28362892	12/14/2022	ROBERT JUARREZ	2,108.56	2,108.56
1/17/2023	0001641	VERIZON WIRELESS	9923781830	12/24/2022	ANGI KLAHN'S CELL PHONE	65.27	65.27
1/17/2023	0022246	CLALLAM BAY-SEKIU LIONS C	12/13/22	12/13/2022	BALLOT BOX CLOSING FOR :	120.00	120.00
1/17/2023	0046683	ODP BUSINESS SOLUTIONS,	282133785001	12/9/2022	PENS, PAPER CLIPS, AND ST.	34.47	
			282139474001	12/13/2022	ROBIN STERN'S NAME PLATE	20.66	55.13
Sub total for U S BANK:							2,348.96

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Final Check List
CLALLAM COUNTY

Bocc

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0000382	CODE PUBLISHING COMPANY	GC0009412	1/5/2023	WEB UPDATE; NEW PAGES	97.58	97.58
1/17/2023	0000507	CLALLAM COUNTY ECONOMIC	2129	1/5/2023	3RD QUARTER 2022 SERVICE	30,000.00	30,000.00
1/17/2023	0001252	PORT ANGELES, CITY OF	E911 December	1/5/2023	EMERGENCY COMMUNICATION	139,968.69	139,968.69
1/17/2023	0001632	U S POSTMASTER	Jury 1-05-2023	1/5/2023	1,000 SUMMONS @ .493	493.00	493.00
1/17/2023	0001674	WACO	23-A-036	1/5/2023	2023 ANNUAL ASSESSMENT	13,944.00	13,944.00
1/17/2023	0028923	FORKS CHAMBER OF COMMERCE	2023-4091	1/5/2023	2023 MEMBER DUES	1,000.00	1,000.00
1/17/2023	0035888	CASCADIA CONSULTING	GRC9392	1/5/2023	GREENHOUSE GAS INVENTORY	2,432.50	2,432.50
1/17/2023	0036677	SOUND LAW CENTER	2858	1/5/2023	CUP2022-00013; CUP2022-000	4,500.00	4,500.00
1/17/2023	0039378	NORTH OLYMPIC PENINSULA	539	1/5/2023	2023 MEMBERSHIP DUES	25,000.00	
			537	1/5/2023	BROADBAND COORDINATION	1,860.00	26,860.00
1/17/2023	0047754	KNOXWORKS	2	1/5/2023	NOV/DEC SERVICES PER CO	8,750.00	8,750.00
Sub total for U S BANK:							228,045.77

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Final Check List
CLALLAM COUNTY

DCD

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0000360	CLALLAM COUNTY ER&R	2023.001E	12/23/2022	DECEMBER 2022 VEHICLE LE	1,200.00	1,200.00
1/17/2023	0000546	EXPRESS SERVICES, INC	28362881	12/24/2022	CE - BURKHARDT 4.5 HRS 11	168.98	
			28405315	12/21/2022	CE - BURKHARDT 12-11-22 3 I	112.65	281.63
1/17/2023	0001540	SWAIN'S GENERAL STORE IN	307650	12/30/2022	BD OPERATING SUPPLY	48.92	48.92
1/17/2023	0001641	VERIZON WIRELESS	9923781828	12/24/2022	DECEMBER 2022 G FBD \$105	209.72	
			9923600658	12/22/2022	DECEMBER 2022 CELL PHON	21.94	
			9923600657	12/22/2022	DECEMBER 2022 INSPECTOF	-14.22	217.44
1/17/2023	0001670	WA ASSOC OF BLDG OFFICIALS	10332	11/1/2022	2023 DUES	185.00	185.00
1/17/2023	0021923	FIRST RACE CAR WASH	DECEMBER 202	12/31/2022	PRO SERVICES DECEMBER 2	45.00	45.00
1/17/2023	0038337	INSIDEOUT SOLUTIONS INC	98225	1/1/2023	G133 PROFESSIONAL SERVI	530.00	530.00
1/17/2023	0039090	GUSSMAN, JOHN	2097	12/30/2022	G FBD PRO SERVICES	295.00	295.00
1/17/2023	0046228	LINDSTROM, JOHN	REF 11-23-21	12/27/2022	REFUND BPT2021-01047	844.80	844.80
1/17/2023	0046683	ODP BUSINESS SOLUTIONS,	281672902001	12/7/2022	ADMIN OFFICE SUPPLY	287.36	
			283025612001	12/13/2022	ADMIN OFFICE SUPPLIES	66.78	354.14
Sub total for U S BANK:							4,001.93

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Final Check List
CLALLAM COUNTY

District Court I

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0001344	REDWOOD TOXICOLOGY	LAE786694	12/8/2022	REDWOOD - BEAKER/TEST S	325.50	325.50
1/17/2023	0001509	CORDANT HEALTH SOLUTION	TC-1631011302	11/30/2022	MENTAL HEALTH COURT - R/	259.15	259.15
1/17/2023	0048009	STACHURSKI, MARCELLA	Ride 622942	10/21/2022	KEITH BARRICK- MH COURT,	82.78	
			Ride 623846	10/25/2022	KEITH BARRICK - MH COURT	63.75	146.53
Sub total for U S BANK:							731.18

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Final Check List
CLALLAM COUNTY

District Court I Jury Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0024762	CORNISH, JOHN	DIST123788994	1/1/2023	JURY PAYMENT	19.38	19.38
1/17/2023	0048023	MALLINGER, MICHAEL	DIST123817207	1/1/2023	JURY PAYMENT	16.88	16.88
1/17/2023	0048024	BARNES, BETH	DIST123784341	1/1/2023	JURY PAYMENT	23.75	23.75
1/17/2023	0048025	MARTIN, LISA	DIST123721196	1/1/2023	JURY PAYMENT	33.75	33.75
1/17/2023	0048026	ROSE, MARILYN	DIST123711791	1/1/2023	JURY PAYMENT	10.63	10.63
1/17/2023	0048027	STONE, JENNIFER	DIST123795170	1/1/2023	JURY PAYMENT	11.88	11.88
1/17/2023	0048028	STUBBS, DILLON	DIST123817543	1/1/2023	JURY PAYMENT	11.25	11.25
1/17/2023	0048029	WARREN, DEBORAH	DIST123801357	1/1/2023	JURY PAYMENT	14.38	14.38
1/17/2023	0048030	WASHBURN, HAILEY	DIST123770859	1/1/2023	JURY PAYMENT	22.50	22.50
1/17/2023	0048031	WEBSTER, CYNTHIA	DIST123807451	1/1/2023	JURY PAYMENT	21.88	21.88
1/17/2023	0048032	BELL, RYAN	DIST123795926	1/1/2023	JURY PAYMENT	14.38	14.38
1/17/2023	0048033	COX, ECHO	DIST123792617	1/1/2023	JURY PAYMENT	32.50	32.50
1/17/2023	0048034	FISK, JOSEPH	DIST123818200	1/1/2023	JURY PAYMENT	11.88	11.88
1/17/2023	0048035	HARKER, COLLEEN	DIST123812583	1/1/2023	JURY PAYMENT	28.75	28.75
1/17/2023	0048036	HELGESON, JENNIFER	DIST123769742	1/1/2023	JURY PAYMENT	25.00	25.00
1/17/2023	0048037	JUST, JOHN	DIST123804548	1/1/2023	JURY PAYMENT	13.13	13.13
1/17/2023	0048038	KUDRON, KATHRYN	DIST123795337	1/1/2023	JURY PAYMENT	19.38	19.38
Sub total for U S BANK:							331.30

HR

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0000100	AMERICAN PAYROLL ASSN	310151 23-24 AF	1/5/2023	APA DUES - ID310151 ELEAN	275.00	275.00
1/17/2023	0000334	CLALLAM COUNTY COMMISS	22MB009	1/5/2023	INVOICE 22MB009	12.00	12.00
1/17/2023	0000546	EXPRESS SERVICES, INC	28130372	1/5/2023	INVOICE 28130372	3,204.72	
			28453160	1/5/2023	INVOICE 28453160	1,221.10	
			28362882	1/5/2023	INVOICE 28362882	885.36	
			28429789	1/5/2023	INVOICE 28429789	416.19	
			28093939	1/5/2023	INVOICE 28093939/ACCT 176	332.01	6,059.38
1/17/2023	0001136	OLYMPIC MEDICAL CENTER	97120715907200	1/5/2023	97120715907200	956.00	956.00
1/17/2023	0001274	PRIMA	10004620 23-24	1/5/2023	RICH SILL CLALLAM CO-1000	385.00	385.00
1/17/2023	0001297	PUBLIC SAFETY TESTING INC	2022-1130	1/5/2023	INV 2022-1130	817.00	817.00
1/17/2023	0001641	VERIZON WIRELESS	9923695992	1/5/2023	INV 9923695992	337.76	337.76
1/17/2023	0001734	WA ST PATROL	I23003818	1/5/2023	INV L23003818	121.00	121.00
1/17/2023	0025115	RADIA INC PS	DOS 121322 SW	1/5/2023	DOS 121322 SW	273.80	
			DOS 111122 BC	1/5/2023	DOS 111122 BC	273.80	
			DOS 072222 JM	1/5/2023	DOS 072222 JM	35.00	582.60
1/17/2023	0025324	CEDAR GROVE COUNSELING	14994	1/5/2023	INVOICE 14994	100.00	100.00
1/17/2023	0035753	LOOMIS ARMORED US, LLC	13134762	1/5/2023	INVOICE 13134762	888.61	888.61
1/17/2023	0037692	SEBRIS BUSTO JAMES	78224	1/5/2023	INV 78224 - CLALLAM COUNT	112.00	
			78223	1/5/2023	INV 78223 - CLALLAM COUNT	84.00	196.00
1/17/2023	0044157	HELMSMAN MANAGEMENT S	151023	1/5/2023	INVOICE 151023	4,884.57	4,884.57
1/17/2023	0044328	PETEK & ASSOCIATES	1559	1/5/2023	INV 1559	1,155.00	1,155.00
1/17/2023	0045292	BATES, JERRY	00044	1/5/2023	INVOICE 00044	1,290.00	1,290.00
1/17/2023	0046683	ODP BUSINESS SOLUTIONS,	280206883001	1/5/2023	INVOICE 280206883001	579.45	
			281657955001	1/5/2023	INV 281657955001	53.82	
			281658298001	1/5/2023	INV 281658298001	30.13	
			280219851001	1/5/2023	INV 280219851001	20.17	683.57
1/17/2023	0048021	WILLIAMS, ANDREA	VOL DRIV ABS /	1/5/2023	VOLUNTEER DRIVING ABS RI	15.00	15.00
Sub total for U S BANK:							18,758.49

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01/11/2023 10:59:59AM

Final Check List
CLALLAM COUNTY

HR Payroll

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/17/2023	0016373	WESTERN CONFERENCE OF, PENDEC22	1/9/2023	TEAMSTERS PENSION TRUS	8,129.50	8,129.50
Sub total for U S BANK:							8,129.50

(Roads 10101 + PFF 00100.911/912)

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01/11/2023 11:05:47AM

Final Check List
CLALLAM COUNTY

Nox Weeds

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0000360	CLALLAM COUNTY ER&R	2022.320E	1/5/2023	FUEL FOR VEHICLE #58; RDS	77.17	77.17
1/17/2023	0001641	VERIZON WIRELESS	9923781831	1/5/2023	CELL PHONE; GEN = \$42.44; I	84.88	84.88
Sub total for U S BANK:							162.05

Prosecutor

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0000546	EXPRESS SERVICES, INC	28337961	1/5/2023	EXPRESS SERVICES	453.32	
			28362903	1/5/2023	EXPRESS SERVICES	453.32	
			28405333	1/5/2023	EXPRESS SERVICES	291.42	1,198.06
1/17/2023	0001140	OLYMPIC PRINTERS INC	31444	1/5/2023	BUSINESS CARDS	103.36	103.36
1/17/2023	0001252	PORT ANGELES, CITY OF	74359-155474 1	1/5/2023	FAMILY SUPPORT UTILITIES	267.17	267.17
1/17/2023	0001675	WA ASSOC OF PROSECUTING	NDAA DUES 1/5	1/5/2023	NDAA DUES FOR 2023	2,392.00	2,392.00
1/17/2023	0001693	WA STATE BAR ASSOCIATION	2023WSBADUE	1/5/2023	CRIMINAL ATTORNEYS DUES	5,244.20	
			2023WSBADUE	1/5/2023	CIVIL BAR DUES	956.00	6,200.20
1/17/2023	0024413	OLYMPIC PROCESS SERVICE	4381	1/5/2023	PROCESS SERVICE	165.00	165.00
1/17/2023	0025990	NONDEPARTMENTAL, CLALLAM	22MB007	1/5/2023	FAMILY SUPPORT POSTAGE	195.88	
			22MB011	1/5/2023	POSTAGE	150.04	345.92
1/17/2023	0026122	KIESEL, ERIC L, MD, PHD	KIESEL1/5/23	1/5/2023	2022 AUTOPSIES	10,320.00	10,320.00
1/17/2023	0045607	RAMSEY TRANSCRIPTION SV	1222-0015	1/5/2023	TRANSCRIPTION SERVICES	347.75	347.75
1/17/2023	0045698	WA ST COURT OF APPEALS	C16687	1/5/2023	PRINTING BRIEFS	3.07	3.07
1/17/2023	0045735	PACIFIC NW FORENSIC PATH	CO-321	1/5/2023	CORONER	1,700.00	
			CO-323	1/5/2023	CORONER	900.00	2,600.00
1/17/2023	0046683	ODP BUSINESS SOLUTIONS,	282965144001	1/5/2023	OFFICE SUPPLIES	197.24	
			282602326001	1/5/2023	OFFICE SUPPLIES	85.52	
			282608446001	1/5/2023	OFFICE SUPPLIES	47.15	
			282602326002	1/5/2023	OFFICE SUPPLIES	35.68	365.59
1/17/2023	0047260	SOUTHLAND MEDICAL LLC	WW1001569	1/5/2023	SOUTHLAND MEDICAL	161.84	161.84
Sub total for U S BANK:							24,469.96

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Final Check List
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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0000099	A-1 AUTO PARTS	1412651	12/13/2022	Compression tester, 3/8" dr. spl	42.81	
			1412238	12/9/2022	Tele.mirror, spc.pick, retr.claw-5	17.12	59.93
1/17/2023	0000362	CLALLAM COUNTY PUBLIC W	4492	4/20/2021	Bottle Jack; 20" LUG SAE - PA	61.99	
			4494	9/28/2021	Licensing/plates for #S357 S35	61.75	
			4993	5/14/2021	Licensing/plates for #CG7 CG7	61.25	184.99
1/17/2023	0000440	D & K RENTALS	170737	9/27/2022	Scissor lift rental - PA 20-B201	326.70	326.70
1/17/2023	0000848	PAPE KENWORTH NORTHWE	11615128	12/13/2022	Fender-T - LC 254	485.28	
			11615349	12/13/2022	Absorber-Shock - PA 206	226.13	711.41
1/17/2023	0001179	PACIFIC OFFICE EQUIPMENT	1114263	12/30/2022	Billable copies - Admin 6553	212.70	
			1114262	12/30/2022	Billable copies - Engineering 62	183.99	
			1114264	12/30/2022	Billable copies - ER&R	16.32	413.01
1/17/2023	0001252	PORT ANGELES, CITY OF	52934/4358 122	12/10/2022	Utility charges - PA	4,112.17	4,112.17
1/17/2023	0001255	PRICE FORD LINCOLN MERC	5046376	12/13/2022	Shaft - front axle - PA S334	405.19	
			5046365	12/12/2022	End-Spindle rod - PA S334	123.01	528.20
1/17/2023	0001300	PUBLIC UTILITY DISTRICT	21685/12222022	12/22/2020	Electric utility charges-51 Bedro	871.80	
			9896/12272022	12/27/2022	Electric util.chgs, 160 Grant Rd	659.10	
			100009032/1227	12/27/2022	Electric utility charges-G.Pit Rd	100.86	1,631.76
1/17/2023	0001426	SEQUIM, CITY OF	1295.0 0101202	1/1/2023	Utility charges (water & sewer) -	180.76	180.76
1/17/2023	0001542	SWANSONS REPAIR	12222022	12/22/2022	Jake switch - CB 240	279.45	279.45
1/17/2023	0001641	VERIZON WIRELESS	9922325634	12/30/2022	Comm:242434923-00001- 5 Fu	294.70	
			9923600656-503	12/22/2022	PA Sign Shop Laptop line - PA	80.02	374.72
1/17/2023	0001646	VERMEER NORTHWEST SALE	S90544	12/16/2022	Radiator, cap, petcock - PA 698	2,360.59	2,360.59
1/17/2023	0001767	WEST WASTE & RECYCLING	269354	12/31/2022	Sanican, 410 Frontier - CB	120.00	
			269775	12/31/2022	Garbage collection, 51 Bedrock	72.00	
			269776	12/31/2022	Garbage collection 410 Frontier	36.00	228.00
1/17/2023	0001814	WURTH USA INC	97570393-50301	11/22/2022	Contact cleaner oil; cockpit care	115.96	115.96
1/17/2023	0004211	CENTURYLINK	4295169B/12232	12/23/2022	Phone services - ER&R 169B P	41.17	41.17

Bank : apbank U S BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1/17/2023	0017663	ARAMARK UNIFORM SVCS IN	5120142846	12/13/2022	Laundry services - PA	31.23		
			5120151600	12/27/2022	Laundry services - PA	31.23		
			5120156021	1/3/2023	Laundry services - PA	17.20		
			5120144788	12/15/2022	Laundry services - SQ	16.34		
			5120149129	12/22/2022	Laundry services - SQ	16.34		
			5120153524	12/29/2022	Laundry services - SQ	16.34		
			5120147712	12/20/2022	Laundry services - PA	16.32		
			5120149070	12/22/2022	Laundry services - WE	16.29		
			5120153466	12/29/2022	Laundry services - WE	16.29		
			512144716	12/15/2022	Laundry services - WE	16.29	193.87	
1/17/2023	0022435	RACE STREET AUTO PARTS	612646	12/12/2022	Hub bearing unit - PA S334	337.82		
			613248	12/16/2022	AAA premium battery, c.deposit	187.57		
			613542	12/19/2022	LED fog lamps - PA 1664	172.60		
			611769	12/5/2022	Air filter - SQ 205	146.01		
			612242	12/8/2022	TPMS sensor - PA 13	126.30		
			612670	12/12/2022	Tie Rod end - PA S334	93.96		
			613210	12/16/2022	Regulator - PA 20-B201	80.61		
			613258	12/16/2022	Core deposit returned - PA MP1	-19.58		
			612664	12/12/2022	Return TPMS sensor - PA 13	-126.30	998.99	
1/17/2023	0025990	NONDEPARTMENTAL, CLALLAM	22MB010-50301	12/14/2022	Postage 3rd Qtr - ER&R	140.36		
			22MB006-50301	12/14/2022	Postage 2nd Qtr - ER&R	135.75	276.11	
1/17/2023	0042872	PROPANE NORTHWEST	1508637339	12/12/2022	Propane - SQ	610.01		
			1508825933	12/22/2022	Propane - SQ	596.97		
			1508723667	12/22/2022	Propane - LC	290.26		
			1508574005	12/1/2022	Annual Tank rent - SQ	1.00	1,498.24	
1/17/2023	0043469	PETROCARD	471325-IN	12/20/2022	Unleaded fuel purchase - CH	8,331.58		
			470988-IN	12/14/2022	Unleaded fuel purchase - CB	6,621.56		
			471538-IN	12/21/2022	Unleaded fuel purchase - LC	3,031.64		
			471418-IN	12/20/2022	Spirax S4 Hyd fluid; 5W20 bulk	1,589.27		
			471419-IN	12/20/2022	15w40 bulk oil - PA	701.97	20,276.02	
Sub total for U S BANK:							34,792.05	

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0000091	ANGELES MILLWORK & LUMB	323710	12/30/2022	MAINTENANCE SUPPLIES	117.78	
			323859	1/3/2023	MAINTENANCE SUPPLIES	106.93	
			323513	12/27/2022	MAINTENANCE SUPPLIES	46.73	
			323447	12/23/2022	FUEL BUTANE -PA	6.52	277.96
1/17/2023	0000196	BILLS PLUMBING & SANIKAN	S3657032	1/1/2023	01/01-2/1 ODT SANIKANS	310.00	
			S3656315	12/1/2022	ELWHA KIOSK SANIKAN 12/1-	260.00	570.00
1/17/2023	0000206	BLUE MOUNTAIN TREE SERV	113189	1/2/2023	FALLING TREE SERVICE	1,086.00	1,086.00
1/17/2023	0000331	CLALLAM COUNTY AUDITOR	2022-1445423	12/13/2022	WARRANTY DEED	204.50	204.50
1/17/2023	0000360	CLALLAM COUNTY ER&R	2023.003E	12/23/2022	12/22 EQUIPMENT RENT	121,906.18	
			2022.319E	12/13/2022	TRUCK RENT NOVEMBER 20	8,913.02	
			2022.317E	12/13/2022	RENTAL OF FACILITIES AT CC	8,000.00	
			2022.318E	12/13/2022	GRAVEL USAGE FOR NOVEM	4,412.52	
			2022.316E	12/13/2022	SIGNS USED	3,369.89	
			2022.304E	12/13/2022	ITEM FROM ER&R INVENTOR	3,053.82	
			2022.312E	12/13/2022	ER&R MECHANICS INCURRE	561.00	150,216.43
1/17/2023	0000362	CLALLAM COUNTY PUBLIC W	4497	4/1/2022	REIMBURSE PETTY CASH	30.00	
			4495	11/4/2021	REIMBURSE PETTY CASH	21.54	
			4498	8/31/2022	REIMBURSE PETTY CASH	10.00	
			4500	12/14/2022	REIMBURSE PETTY CASH	10.00	71.54
1/17/2023	0000363	CLALLAM COUNTY SHERIFF	2023Q1TRAFFP	1/4/2023	2023 Q1 TRAFFIC POLICING	125,000.00	125,000.00
1/17/2023	0000537	EVERGREEN COLLISION CEN	56233	12/27/2022	EVERGREEN TOWING- ROAL	544.00	544.00
1/17/2023	0000546	EXPRESS SERVICES, INC	28429788	12/28/2022	EXPRESS EMPLOYMENT 12/	2,205.66	
			28405315-10101	12/21/2022	12/12-12/18 EXPRESS EMPLC	2,054.27	
			28337941	12/7/2022	EXPRESS EMPLOYMENT 11/2	1,866.22	
			28362881-10101	12/14/2022	EXPRESS EMPLOYMENT 12/	1,696.50	7,822.65
1/17/2023	0000555	FASTENAL COMPANY	WAPOR91156	12/15/2022	MAINTENANCE SUPPLIES-SC	325.15	
			WAPOR89583	8/23/2022	MAINTENANCE SUPPLIES-SC	-262.21	62.94
1/17/2023	0000677	GRAINGER INC	9534098786	12/5/2022	MAINTENANCE SUPPLIES-PA	24.22	24.22
1/17/2023	0000709	HARBOR SAW & SUPPLY	735697	12/28/2022	MAINTENANCE SUPPLIES-LC	15.10	15.10
1/17/2023	0001148	OLYMPIC SPRINGS INC	353967	12/31/2022	MAINTENANCE SUPPLIES-LC	38.88	38.88
1/17/2023	0001156	OLYPEN INC	221230-0015	12/30/2022	12/10-2/10 OLYPEN SERVICE	161.25	161.25
1/17/2023	0001253	PORT ANGELES SOLID WAST	1092777-121522	12/15/2022	SOLID WASTE UTILITIES	31.04	31.04
1/17/2023	0001258	PORT ANGELES POWER EQU	98004895	1/4/2023	MAINTENANCE SUPPLIES	101.98	
			98004406	12/23/2022	SUPPLIES	81.67	183.65

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0001300	PUBLIC UTILITY DISTRICT	110606-122122	12/21/2022	SCENIC OVERLOOK WAY/HW	111.24	111.24
1/17/2023	0001540	SWAIN'S GENERAL STORE IN	306899	12/8/2022	MAINTENANCE SUPPLIES	81.50	
			307062	12/13/2022	MAINTENANCE SUPPLIES	33.06	114.56
1/17/2023	0001551	TACOMA SCREW PRODUCTS	140056726-01	12/13/2022	MAINTENANCE SUPPLIES-SC	16.77	16.77
1/17/2023	0001586	TRAFFIC SAFETY SUPPLY CO	INV055134	10/26/2022	MAINTENANCE SUPPLIES-SC	2,030.06	
			INV055028	12/5/2022	MAINTENANCE SUPPLIES-SC	383.81	2,413.87
1/17/2023	0001635	UTILITIES UNDERGROUND LC	2120248	12/31/2022	12/31/22 EXCAVATION NOTIFI	180.60	180.60
1/17/2023	0001641	VERIZON WIRELESS	9923600656-101	12/22/2022	VERIZON CELL CHARGES-RC	531.89	531.89
1/17/2023	0001714	WA ST DEPT OF NATURAL RE	4900/010016533	12/8/2022	2023 LAND RENT -ODT DKR F	560.38	560.38
1/17/2023	0001740	WSU EXTENSION OF CLALLA	12.14.22	12/14/2022	11/22 MARTIN	7,569.04	
			HK11.22	12/14/2022	11/22 KAWIE	385.42	7,954.46
1/17/2023	0001758	WENGLER SURVEYING & MAI	8077	12/28/2022	2023 ON-LINE DATABASE SUI	1,200.00	1,200.00
1/17/2023	0001781	WHITEHEADS AUTO PARTS IN	245156	12/28/2022	MAINTENANCE SUPPLIES -LC	78.95	78.95
1/17/2023	0001814	WURTH USA INC	97570393-10101	11/22/2022	MAINTENACE SUPPLIES-PA	337.83	337.83
1/17/2023	0004211	CENTURYLINK	6812667-120722	12/7/2022	360-681-2667 726B	192.55	
			6835282-120822	12/8/2022	360-683-5282 747B	127.94	320.49
1/17/2023	0016373	WESTERN CONFERENCE OF,	10/22TEAMPEN	10/1/2022	10/22 TEAMSTER PENSION E	482.50	
			12/22TEAMPEN	12/1/2022	12/22 TEAMSTERS PENSION	174.00	656.50
1/17/2023	0017663	ARAMARK UNIFORM SVCS IN	5120142850	12/13/2022	LAUNDRY SERVICE -PA	16.32	
			5120147713	12/20/2022	LAUNDRY SERVICE-PA	16.32	
			5120151602	12/27/2022	LAUNDRY SERVICE - PA	16.32	
			5120156026	1/3/2023	LAUNDRY SERVICE-PA	16.32	
			5120144711	12/15/2022	LAUNDRY SEVICE- LC	16.30	
			5120149128	12/22/2022	LAUNDRY SERVICE- SQ	16.30	
			5120153462	12/29/2022	LAUNDRY SERVICE-LC	16.30	
			5120144787	12/15/2022	LAUNDRY SERVICE -SQ	16.29	
			5120149069	12/22/2022	LAUNDRY SERVICE -LC	16.29	
			5120153522	12/29/2022	LAUNDRRY SERVICE-SQ	16.29	163.05
1/17/2023	0022435	RACE STREET AUTO PARTS	612029	12/6/2022	MAINTENANCE SUPPLIES-SC	146.40	146.40
1/17/2023	0025990	NONDEPARTMENTAL, CLALLA	22MB010-10101	12/14/2022	POSTAGE JULY,AUG,SEPT 20	369.29	
			22MB006-10101	12/14/2022	POSTAGE APRIL,MAY,JUNE 2	338.18	707.47
1/17/2023	0030069	GOOD2GO!	56207182	12/5/2022	WSDOT- GOOD TO GO	6.50	6.50
1/17/2023	0038374	IRONCLAD COMPANY	13973	11/25/2022	MAINTENANCE SUPPLIES-SC	2,684.10	2,684.10
1/17/2023	0041727	SWORDMAKER, GARRETT	SOWRD160147	12/12/2022	REIMBURSE MAINTENANCE :	16.31	16.31
1/17/2023	0043469	PETROCARD	C059196	12/31/2022	FUEL CONSUMED	188.60	188.60

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1/17/2023	0048020	US SURVEY SUPPLY LLC	22102701	11/6/2022	SURVEY SUPPLIES	1,188.00	1,188.00
Sub total for U S BANK:							305,888.13

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0033438	AHBL INC	135721	10/31/2022	G40 TASK 6	17,368.35	17,368.35
1/17/2023	0000348	CLALLAM COUNTY DEPT OF	22-0518	12/1/2022	11/22 TESTING SERVICES	720.00	720.00
1/17/2023	0000360	CLALLAM COUNTY ER&R	2023.004E	12/23/2022	12/22 EQUIPMENT RENT	67.28	67.28
1/17/2023	0000422	CREASEY, CAROL	CREAS120922	12/9/2022	TRAVEL EXPENSE REIMBUR	744.56	744.56
1/17/2023	0023387	C & J EXCAVATING TRUST	CSP2 VILL LN 2	12/2/2022	VILLAGE LANE SEWER EXTE	4,795.68	4,795.68
1/17/2023	0000260	C & J EXCAVATING, INC	CSP2 VILL LN 2	12/2/2022	VILLAGE LANE SEWER EXTE	91,117.84	91,117.84
1/17/2023	0004211	CENTURYLINK	4574719-121422	12/14/2022	360-457-4719 856B	77.92	77.92
1/17/2023	0000360	CLALLAM COUNTY ER&R	2023.007E	12/23/2022	12/22 EQUIPMENT RENT	87.00	87.00
1/17/2023	0025990	NONDEPARTMENTAL, CLALLA	22MB010-42401	12/14/2022	2022 Q3 POSTAGE	190.44	
			22MB006-42401	12/14/2022	2022 Q2 POSTAGE	159.93	350.37
1/17/2023	0001140	OLYMPIC PRINTERS INC	31286-42401	12/1/2022	BILLING ENVELOPES	145.57	145.57
1/17/2023	0001300	PUBLIC UTILITY DISTRICT	119587-121422	12/14/2022	11/08/22~12/12/22 971 CARLS	450.29	
			119586-122722	12/27/2022	11/17/22~12/20/22 1453 W WA	100.16	550.45
1/17/2023	0001426	SEQUIM, CITY OF	4405.0.1222 BS	12/31/2022	12/22 REGIONAL BASE	2,312.00	
			4405.0.1222 US	12/31/2022	12/22 REGIONAL USAGE	695.51	3,007.51
1/17/2023	0001641	VERIZON WIRELESS	9923720456	12/23/2022	12/22 CELL CHARGES	152.83	152.83
1/17/2023	0000348	CLALLAM COUNTY DEPT OF	22-0517	12/1/2022	11/22 TESTING SERVICES	106.00	106.00
1/17/2023	0000546	EXPRESS SERVICES, INC	28362881-43401	12/14/2022	12/05/22~12/11/22 BULLMAN E	589.01	
			28288879-43401	11/30/2022	11/21/22~11/27/22 BULLMAN E	574.32	
			28405315-43401	12/21/2022	12/12/22~12/18/22 BULLMAN E	547.68	
			28337941-43401	12/7/2022	11/28/22~12/04/22 BULLMAN E	291.69	2,002.70
1/17/2023	0025990	NONDEPARTMENTAL, CLALLA	22MB006-43401	12/14/2022	2022 Q2 POSTAGE	23.32	
			22MB010-43401	12/14/2022	2022 Q3 POSTAGE	20.90	44.22
1/17/2023	0001300	PUBLIC UTILITY DISTRICT	24561-122222	12/22/2022	11/19/22~12/20/22 BULLMAN E	70.11	70.11
Sub total for U S BANK:							121,408.39

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0000074	AM TEST, INC.	130960	12/14/2022	TESTING SERVICE-WWTP	460.00	460.00
1/17/2023	0000331	CLALLAM COUNTY AUDITOR	2022-1445499	12/15/2022	LIEN SATISFACTION RECORI	39.00	
			2022-1445500	12/15/2022	LIEN SATISFACTION RECORI	39.00	78.00
1/17/2023	0000360	CLALLAM COUNTY ER&R	2022.314E	12/13/2022	COST INCURRED BY ER & R	1,369.50	
			2022.306E	12/13/2022	GALLONS OF FUEL USED	760.25	
			2023.006E	12/23/2022	EQUIPMENT RENT	680.92	2,810.67
1/17/2023	0000362	CLALLAM COUNTY PUBLIC W	4491	3/12/2021	REIMBURSE PETTY CASH	5.00	5.00
1/17/2023	0000546	EXPRESS SERVICES, INC	28405315-41401	12/21/2022	EXPRESS EMPLOYMENT 12/'	501.84	
			28362881-41401	12/14/2022	EXPRESS EMPLOYMENT	489.60	
			28429788-41401	12/28/2022	EXPRESS EMPLOYMNET	416.16	1,407.60
1/17/2023	0000599	FORKS OUTFITTERS	002890533	12/16/2022	MAINTENANCE SUPPLIES	722.98	
			003192113	12/16/2022	MAINTENANCE SUPPLIES	-213.46	509.52
1/17/2023	0001140	OLYMPIC PRINTERS INC	31286	12/1/2022	SUPPLIES BILLING ENVELOP	339.68	339.68
1/17/2023	0001300	PUBLIC UTILITY DISTRICT	23007-122222	12/22/2022	12/21-12/19 176 FRONT ST	798.89	
			23193-122822	12/28/2022	11/21/12/29 HWY 112 ACROSS	317.98	
			22991-122222	12/22/2022	11/21-12/19 HWY 112 OPP 151	236.96	
			23221-122222	12/22/2022	11/21-12/19 12901 HWY 112	206.83	
			23040-122222	12/22/2022	11/21-12/19 FRONT ST	176.13	1,736.79
1/17/2023	0001641	VERIZON WIRELESS	9923600656-414	12/22/2022	CELL CHARGES 12/22	66.06	66.06
1/17/2023	0001767	WEST WASTE & RECYCLING	0000269783	12/31/2022	WWTP GARBAGE SERVICE	36.00	36.00
1/17/2023	0020614	WOOD HAWK, INC	2010	12/14/2022	WASTE TRANSFER SERVICE	1,465.00	
			2011	1/2/2023	SEPTIC WATE FROM CLALLA	1,465.00	2,930.00
1/17/2023	0021386	STAPLES ADVANTAGE	8068261774	11/12/2022	MAINTENANCE SUPPLIES-W	63.01	63.01
1/17/2023	0025990	NONDEPARTMENTAL, CLALLA	22MB010-41401	12/14/2022	POSTAGE JULY,AUGUST,SEF	555.51	
			22MB006-41401	12/14/2022	POSTAGE APRIL,MAY,JUNE 2	512.51	1,068.02
1/17/2023	0038547	TROJAN TECHNOLOGIES	200/5905	12/22/2022	MAINTENANCE SUPPLIES	494.03	494.03
Sub total for U S BANK:							12,004.38

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Sheriff

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Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0000360	CLALLAM COUNTY ER&R	2023.011E	12/23/2022	RENTAL OF CHAIN GANG VEI	3,800.00	3,800.00
1/17/2023	0000786	INTERSTATE BATTERY SYSTE	1905701068181	12/12/2022	SIMULATOR GUNS	91.40	91.40
1/17/2023	0001543	SWANSONS SERVICES CORP	1668474	12/8/2022	INDIGENT PACKS	51.63	
			1671006	12/15/2022	INDIGENT PACKS	48.21	
			1673264	12/22/2022	INDIGENT PACKS	42.42	142.26
1/17/2023	0001723	WSDOT/WA ST FERRIES	RK401818	12/31/2022	FERRY TICKETS	183.15	183.15
1/17/2023	0001734	WA ST PATROL	I23003461	1/3/2023	BACKGROUND CHECKS	238.50	238.50
1/17/2023	0002929	WA ST TREASURER, ATTN: S	010423	1/4/2023	WA ST TREASURER'S PERCE	128.90	128.90
1/17/2023	0004211	CENTURYLINK	206-T30-9144-Je	12/23/2022	DATA CONNECTION	467.66	
			206-T01-0387-D	12/16/2022	DATA CONNECTION	336.06	
			360-457-2911-D	12/14/2022	TELEPHONE SERVICE	66.68	
			360-457-9044-D	12/14/2022	TELEPHONE SERVICE	66.65	
			206-Z14-0050-D	12/14/2022	TELEPHONE SERVICE	65.24	
			206-T31-9138-Je	12/23/2022	DATA CONNECTION	55.20	1,057.49
1/17/2023	0021011	KEEGAN, JOHN	121322	12/13/2022	FOOD FOR CRIME SCENE W	36.98	36.98
1/17/2023	0035095	CENTER VALLEY ANIMAL RESC	#-21-25583-2	3/3/2022	CARE OF SEIZED ANIMALS	4,613.43	
			C#-21-25583-4	3/3/2022	CARE OF SEIZED ANIMALS	4,440.00	
			C#-21-25583-3	3/3/2022	CARE OF SEIZED ANIMALS	3,440.00	
			C#-21-25583-5	2/11/2022	TRANSPORT OF SEIZED ANI	2,828.00	
			C#-21-25583-1	3/3/2022	CARE OF SEIZED ANIMALS	2,325.60	17,647.03
1/17/2023	0037246	MITCHELL, KAREN	122022	12/20/2022	MILEAGE FOR PROJECT LIFE	47.50	47.50
1/17/2023	0037247	HAIR BY NICOLE	010323	1/3/2023	INMATE HAIRCUTS	450.00	450.00
1/17/2023	0041804	FILEONQ INC	10638	1/3/2023	EVIDENCE MONTHLY SOFTV	540.74	540.74
1/17/2023	0042874	BAGLEY CREEK OUTFITTERS	20018	12/29/2022	EMBROIDERY ON UNIFORM I	193.39	193.39
1/17/2023	0043469	PETROCARD	C059197	12/31/2022	FUEL FOR PATROL, JAIL AND	739.49	739.49
1/17/2023	0044691	VERIZON CONNECT FLEET U	320000037790	1/3/2023	VEHICLE TRACKING SUBSCF	99.88	99.88
Sub total for U S BANK:							25,396.71

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Final Check List
CLALLAM COUNTY

Sheriff Jail Med

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0000815	JIM'S PHARMACY	Jims 12.27.22	12/27/2022	INMATE MEDICINE	814.84	814.84
1/17/2023	0001136	OLYMPIC MEDICAL CENTER	OMC 1.5.23	1/5/2023	INMATE MEDICAL	5,416.90	5,416.90
1/17/2023	0001209	PENINSULA BEHAVIORAL HEALTH	2022-11	12/27/2022	MHP SUBSTITUTION	875.00	875.00
1/17/2023	0001453	K BEN SKERBECK DDS PS, PE	Skerbeck 12.21.22	1/5/2023	INMATE MEDICAL	402.00	402.00
1/17/2023	0024978	CORRECTIONAL HEALTHCARE	INV0101022	1/3/2023	NURSING CONTRACT	114,599.91	
			INV0099974	12/1/2022	NURSING CONTRACT	34,582.68	149,182.59
1/17/2023	0025115	RADIA INC PS	ZA6MGWP	1/5/2023	INMATE MEDICAL	8.98	
			ZA73Y4A	1/5/2023	INMATE MEDICAL	4.88	13.86
1/17/2023	0041537	MCKESSON MEDICAL-SURGICAL	20113925	12/8/2022	CLINIC SUPPLIES	403.43	
			20118684	12/9/2022	CLINIC SUPPLIES	197.16	
			20108034	12/7/2022	CLINIC SUPPLIES	132.30	
			20150348	12/20/2022	CLINIC SUPPLIES	123.95	
			20149508	12/20/2022	CLINIC SUPPLIES	103.75	
			20170917	12/28/2022	CLINIC SUPPLIES	97.39	
			20124775	12/12/2022	CLINIC SUPPLIES	80.25	
			20177154	12/30/2022	CLINIC SUPPLIES	77.17	
			20134603	12/15/2022	CLINIC SUPPLIES	68.05	
			20168366	12/28/2022	CLINIC SUPPLIES	54.44	
			20167504	12/27/2022	CLINIC SUPPLIES	35.96	
			20174894	12/30/2022	CLINIC SUPPLIES	33.12	
			20125726	12/13/2022	CLINIC SUPPLIES	32.10	
			20118900	12/9/2022	CLINIC SUPPLIES	27.76	
			20119938	12/11/2022	CLINIC SUPPLIES	26.81	
			20167187	12/27/2022	CLINIC SUPPLIES	25.42	
			20120228	12/12/2022	CLINIC SUPPLIES	23.54	
			20120561	12/12/2022	CLINIC SUPPLIES	21.19	
			20133293	12/14/2022	CLINIC SUPPLIES	-69.12	1,494.67
Sub total for U S BANK:							158,199.86

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Final Check List
CLALLAM COUNTY

Superior Court

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
	1/17/2023	0048041	SILVA, RYAN	SIL1822685	1/24/2023 22-1-00325-05-SANDGREN-W	12.62	12.62
Sub total for U S BANK:							12.62

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Final Check List
CLALLAM COUNTY

Clerk

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0001179	PACIFIC OFFICE EQUIPMENT	1114199	1/5/2023	CLERK'S OFFICE CONTRACT	76.64	
			1114198	1/5/2023	CLERK'S OFFICE CONTRACT	71.61	148.25
1/17/2023	0027983	HYLAND SOFTWARE INC	LE01-284979	1/5/2023	EAC 98 CONTRIBUTE USERS	315.56	315.56
1/17/2023	0033199	LEMAY MOBILE SHREDDING	218-952778-662	1/5/2023	CLEKR'S OFFICE SHREDDING	29.14	29.14
1/17/2023	0045455	SWAN, BRANDY	BSWANCLERK1	1/5/2023	CLERK JUVENILE TRAVEL	48.75	48.75
1/17/2023	0048010	DEGOEDE, JENNIFER	07-1-00099-1	1/5/2023	BLAKE LFO REFUND	1,534.00	1,534.00
1/17/2023	0048011	CLARK, CASEY	11-1-00249-6	1/5/2023	BLAKE LFO REFUND	500.00	500.00
1/17/2023	0048019	BELL, ROBERT	05-1-00631-4	1/5/2023	BLAKE LFO REFUND	158.33	158.33
Sub total for U S BANK:							2,734.03

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Final Check List
CLALLAM COUNTY

Treasurer

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/17/2023	0000331	CLALLAM COUNTY AUDITOR	23-150271	1/5/2023	DFL REMOVAL RECORDING 2	204.50	
			23-150270	1/5/2023	DFL REMOVAL RECORDING 2	204.50	
			22-150220	1/5/2023	CURRENT USE REMOVAL RE	204.50	613.50
1/17/2023	0001211	PENINSULA DAILY NEWS	52WKSUB	1/5/2023	52 WEEK SUBSCRIPTION	156.00	156.00
1/17/2023	0010999	WA DEPT OF NATURAL RESO	9165413	1/5/2023	FOREST FIRE PROTECTION /	699.33	699.33
1/17/2023	0029534	HARRIS GOVERN	TAMN00002479	1/5/2023	SOFTWARE QTRLY MAINTEN	7,407.63	7,407.63
1/17/2023	0046608	GORR, JEANETTE	23JANGORRRE	1/5/2023	RETIREMENT/RECOGNITION	46.88	46.88
1/17/2023	0046683	ODP BUSINESS SOLUTIONS,	1279724862001	1/5/2023	OFFICE SUPPLIES	73.69	73.69
Sub total for U S BANK:							8,997.03

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
12/22/2022	0000268	WAVE BUSINESS	WAVE 12/21/22	12/21/2022	VET CENTER PHONE	78.77	78.77
12/22/2022	0000360	CLALLAM COUNTY ER&R	ER&R 12/21/22	12/21/2022	CAR RENTAL	26.40	26.40
12/22/2022	0001036	MURREYS OLYMPIC DISPOSAMDC	12/21/22	12/21/2022	VET CENTER RECYCLE	39.96	39.96
12/22/2022	0001179	PACIFIC OFFICE EQUIPMENT POE	12/21/22	12/21/2022	VET CENTER PRINTER	90.79	90.79
12/22/2022	0001300	PUBLIC UTILITY DISTRICT	WT0047 12/21/2	12/21/2022	PUD	240.66	
			BP0572 12/21/2	12/21/2022	UTILITIES	161.74	402.40
12/22/2022	0005544	PARK MANAGER LLC	RJ4913 12/21/22	12/21/2022	RENT	500.00	500.00
12/22/2022	0020849	U S BANK	GA1302 12/21/2	12/21/2022	FOOD	150.00	
			MR0685 12/21/2	12/21/2022	FOOD	150.00	
			KJ9210 12/21/22	12/21/2022	FOOD	100.00	
			MC2576 12/21/2	12/21/2022	FOOD	100.00	
			RK3318 12/21/2	12/21/2022	FOOD	100.00	
			SE2510 12/21/2	12/21/2022	FUEL	100.00	
			SG3392 12/21/2	12/21/2022	FOOD	100.00	
			TM2565 12/21/2	12/21/2022	FUEL	100.00	
			WD2380 12/21/2	12/21/2022	FOOD	100.00	
			DR7414 12/21/2	12/21/2022	FOOD	50.00	
			DR7414 12/21/2	12/21/2022	FOOD	50.00	
			RA5095 12/21/2	12/21/2022	FOOD	50.00	
			RA5095 12/21/2	12/21/2022	FOOD	50.00	1,200.00
12/22/2022	0025990	NONDEPARTMENTAL, CLALLAM	STAMPS 12/21/2	12/21/2022	VET CENTER STAMPS	60.00	60.00
Sub total for U S BANK:							2,398.32

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Final Check List
CLALLAM COUNTY

Veterans

Page: 1

Bank : apbank U S BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1/6/2023	0000371	CLALLAM TRANSIT SYSTEM	NWVRC 1/5/23	1/5/2023	YEARLY BUS PASS	1,080.00	1,080.00
1/6/2023	0003792	JAMES & ASSOCIATES INC	FJ3911 1/5/23	1/5/2023	RENT	1,350.00	1,350.00
1/6/2023	0005544	PARK MANAGER LLC	SD3429 1/5/23	1/5/2023	RENT	412.98	412.98
1/6/2023	0020849	U S BANK	BG6299 1/5/23 V	1/5/2023	FOOD	150.00	
			DT6401 1/5/23 V	1/5/2023	FOOD	150.00	
			MB8950 1/5/23 V	1/5/2023	FOOD	150.00	
			MG9761 1/5/23 V	1/5/2023	FOOD	150.00	
			JM5483 1/5/23 V	1/5/2023	FOOD	100.00	700.00
Sub total for U S BANK:							3,542.98



16
JAN 17 2023

Payroll Ending: 12/31/2022

Gross Earnings:	\$1,670,417.87
Benefits Paid:	\$912,822.10
Total Expenditures:	\$2,583,239.97

STATE OF WASHINGTON)
)
COUNTY OF CLALLAM)

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

WITNESS MY HAND THIS 9th DAY OF January 2023

A handwritten signature in cursive script that reads "Sandra L. Williams".
SANDRA L WILLIAMS, CHIEF DEPUTY FOR
SHOONA RIGGS, CLALLAM COUNTY AUDITOR

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

BOARD OF COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

RANDY JOHNSON

MARK OZIAS

BILL PEACH

(County Administrator)

COPY

Payroll and Benefits Paid for 3 Payrolls: January 10, 2023					
Fund Name	Fund Number	Gross Earnings Paid by Fund #	Benefits Paid by Fund #	Employees Paid by Fund #	Total Expenditures
MONTHLY: December 2022					
General Fund	00100	793,403.59	332,055.69	135	1,125,459.28
Sheriff: OPNET	11008	7,131.83	2,453.00	2	9,584.83
HHS	11301	14,492.23	6,882.56	6	21,374.79
HHS-Homeless Task Force	11322	2,439.73	1,161.66	1	3,601.39
Chem Depend/Mental Health	11323	2,439.75	1,161.63	1	3,601.38
HHS-Dev Disabilities	11331	5,858.60	2,448.81	1	8,307.41
Law Library	11401	502.80	43.44	1	546.24
Auditor-Doc Preservation	12401	1,238.85	107.67	1	1,346.52
Noxious Weed Control	13001	4,249.96	2,260.93	1	6,510.89
HR Risk Management	50401	4,702.93	533.80	3	5,236.73
Wellness Benefit/Transit Passes	50601				0.00
MONTHLY TOTALS		836,460.27	349,109.19		1,185,569.46
SEMI-MONTHLY: 12/16-31/2022					
General Fund	00100	581,026.05	396,267.36	198	977,293.41
HHS	11301	28,441.24	19,816.86	13	48,258.10
Prosecutor-Local Crime Victim	11701	5,040.50	3,502.97	2	8,543.47
Treasurer- O&M	12201	1,165.27	988.14	1	2,153.41
Auditor-Doc Preservation	12401	647.28	461.49	1	1,108.77
Noxious Weed Control	13001	2,549.80	1,838.36	1	4,388.16
Veterans Relief	19914	4,527.60	3,458.36	2	7,985.96
HR-Risk Management	50401	12,725.76	7,233.56	4	19,959.32
HR-Worker's Compensation	50501	1,594.56	835.92	2	2,430.48
Wellness Benefit/Transit Passes	50601		240.00		240.00
SM TOTALS		637,718.06	434,643.02		1,072,361.08
ROADS: 12/16-31/2022 TOTALS					
PW - Roads	10101	163,207.32	108,472.49	61	271,679.81
PW - Flood Control	10135	4,083.90	2,296.45	3	6,380.35
PW - Solid Waste	40201	352.45	210.72	4	563.17
Clallam Bay/Sekiu Sewer	41401	9,658.67	5,079.51	10	14,738.18
PW - Carlsborg Sewer M&O	42401	735.83	480.94	5	1,216.77
ER&R	50301	18,201.37	12,529.78	15	30,731.15
Wellness Benefit/Transit Passes	50601				0.00
ROADS TOTALS		196,239.54	129,069.89		325,309.43
TOTALS		\$1,670,417.87	\$912,822.10		\$2,583,239.97

Prepared by:

Angi Klahn, Deputy Auditor

COPY

Monthly

Fund Worked : 00100
Emps : 135

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		554,084.75	14,512.10	v	VACATION		61,019.09	1,598.30
s	SICK		32,996.04	924.75	fh	FLOATING HOLIDAY		30,288.33	794.85
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF		29,366.91	335.00	o15s	OVERTIME X 1.5 - SHERIFF DEPT		23,487.25	378.00
h	HOLIDAY		21,679.49	557.90	vp	VACATION PAYOFF		20,968.20	403.04
cu	COMP USED		2,654.00	74.75	accrd	ACCREDITATION PAY		2,371.76	
oth	OVERTIME X 1.5 - HOURLY		1,729.40	129.00	bsba	BS/BA EDUCATION INCENTIVE		1,616.15	
o15j	OVERTIME x 1.5 - JUV DETENTION		1,390.71	37.00	auto	AUTO ALLOWANCE CONTRACTUAL		1,360.00	
aaas	AA/AS EDUCATION INCENTIVE		1,263.17		oc2	ON CALL NON-SHIFT DAY		1,150.46	11.00
detpay	DETECTIVE PAY		1,081.16		aute	AUTO ALLOWANCE ELECTED		1,020.00	
ohjd	OT HOLIDAY - JUV DETENTION		872.47	24.00	fl	FUNERAL LEAVE		834.95	27.20
o20m	OT X 2.0 - CORR MANDATORY/SHRF		336.56	5.00	covid	covid SICK		322.02	8.00
phsm	PHONE STIPEND SMART PHONE		280.00		flxu	FLEX TIME USED (NO RUN BAL)		255.39	6.00
aspj	ACTING SUPERVISOR PAY JUVENILE		194.52	156.00	swa	SICK - WA PART-TIME		175.00	8.00
asp	SHERIFF ACTING SUPERVISOR PAY		128.50	80.00	fto	FTO PREMIUM		117.53	62.50
aspd	SHERIFF ACTING SUP PAY DEPUTY		108.66	60.00	oc1	ON CALL SHIFT DAY		105.46	3.00
wep	WEST END PAY		100.00		phns	PHONE STIPEND		30.00	
swapt	SICK PAYOFF - TERMINATION 10%		15.66	0.85					
					Totals:				
					793,403.59 20,196.24				

Deduction Code and Description			Amount	Deduction Code and Description			Amount
fedtx	FEDERAL WITHHOLDING TAX		72,227.90	socsec	SOCIAL SECURITY		47,201.57
pers2	PERS 2 RETIREMENT		24,344.33	icm457	ICMA DEFERRED COMP		22,433.82
leoff2	LEOFF 2 RETIREMENT		15,237.05	401a	401A DEFERRED COMPENSATION		14,772.17
medpre	HEALTH INSURANCE PRE TAX		11,975.59	medtx	MEDICARE TAX		11,039.14
psers	PSERS RETIREMENT		7,161.18	h457	MASSMUTUAL 457		6,947.38
fmlatx	WA Paid Family & Medical Leave		4,519.71	pers3	PERS 3 RETIREMENT		4,318.97
n457	NATIONWIDE 457		3,648.41	udteam	UNION DUES - TEAMSTERS		2,444.52
l&i	L&I - SELF INSURED		1,228.28	afipre	AFLAC PRE TAX		986.72
genpre	SUN LIFE PRE TAX		930.35	udpd	UNION DUES - 1619 D		872.40
ltdshr	LTD - SHERIFF		849.49	udmp	UNION DUES - 1619 MP		602.00
hr125	HEALTH REIMBURSEMENT		505.00	udps	UNION DUES - 1619 S		501.90
h457rt	ROTH-EMPOWER 457		500.00	udcd	UNION DUES - 1619 CD C		481.60
udlc	UNION DUES - 1619 LC		361.20	n457rt	ROTH-NATIONWIDE 457		300.00
aflaft	AFLAC POST TAX		271.20	udcs	UNION DUES - 1619 CS		240.80
dshs	DSHS CHILD SUPPORT		200.00	colaft	COLONIAL LIFE INS. POST TAX		145.68
uw	UNITED WAY		135.00	colpre	COLONIAL LIFE INS. PRE TAX		76.41
wsatf	1619CD WSATF DUES		60.00	shrfcf	SHERIFF COFFEE FUND		46.00

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01/06/2023 2:55:53PM
Check Date: 01/10/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
12/01/2022 to 12/31/2022-1 Cycle m

Page: 2

Fund Worked : 00100
Emps : 135

<u>Deduction Code and Description</u>	<u>Amount</u>
shrfnd SHERIFF EMPLOYEE FUND	26.00

<u>Deduction Code and Description</u>	<u>Amount</u>
garnfe GARNISHMENT FEE	1.00
Totals:	257,592.77

<u>Benefit Code and Description</u>	<u>Amount</u>
medpre HEALTH INSURANCE PRE TAX	134,586.14
vebahr HRA VEBA	42,631.85
l&i L&I - SELF INSURED	16,199.79
psers PSERS RETIREMENT	11,533.84
leoff2 LEOFF 2 RETIREMENT	9,467.34
fmlatx WA Paid Family & Medical Leave	1,692.22
genpre SUN LIFE PRE TAX	282.00

<u>Benefit Code and Description</u>	<u>Amount</u>
socsec SOCIAL SECURITY	47,201.57
pers2 PERS 2 RETIREMENT	37,257.61
401a 401A DEFERRED COMPENSATION	13,059.32
medtx MEDICARE TAX	11,039.14
pers3 PERS 3 RETIREMENT	6,401.72
unemp UNEMPLOYMENT	703.15
Totals:	332,055.69

Gross Earnings by Fund:	793,403.59	20,196.24
Total Fund Deductions:	257,592.77	
Fund Net:	535,810.82	

pyLDFnd
01/06/2023 2:55:53PM
Check Date: 01/10/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
12/01/2022 to 12/31/2022-1 Cycle m

Page: 3

Fund Worked : 11008
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		5,637.84	190.00	v	VACATION		706.38	24.00
fh	FLOATING HOLIDAY		470.92	16.00	h	HOLIDAY		235.46	8.00
accred	ACCREDITATION PAY		51.80		cu	COMP USED		29.43	1.00
					Totals:			7,131.83	239.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		597.00	socsec	SOCIAL SECURITY		435.25		
pers2	PERS 2 RETIREMENT		332.75	medpre	HEALTH INSURANCE PRE TAX		111.60		
medtx	MEDICARE TAX		101.80	udlc	UNION DUES - 1619 LC		60.20		
fmlatx	WA Paid Family & Medical Leave		41.51	l&i	L&I - SELF INSURED		15.03		
shrfnd	SHERIFF EMPLOYEE FUND		10.00	shrfcf	SHERIFF COFFEE FUND		5.00		
				Totals:			1,710.14		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		1,325.00	pers2	PERS 2 RETIREMENT		543.60		
socsec	SOCIAL SECURITY		435.25	medtx	MEDICARE TAX		101.80		
l&i	L&I - SELF INSURED		24.68	fmlatx	WA Paid Family & Medical Leave		15.54		
unemp	UNEMPLOYMENT		7.13						
				Totals:			2,453.00		
				Gross Earnings by Fund:			7,131.83	239.00	
				Total Fund Deductions:			1,710.14		
				Fund Net:			5,421.69		

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Fund Worked : 11301
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Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		10,859.74	391.10	sc15	HHS SCANNING PROJ OT X 1.5		1,784.84	32.25
v	VACATION		771.74	29.00	h	HOLIDAY		523.89	19.20
s	SICK		280.45	9.50	fh	FLOATING HOLIDAY		271.57	11.20
					Totals:			14,492.23	492.25

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,131.85
icm457	ICMA DEFERRED COMP	699.40
medpre	HEALTH INSURANCE PRE TAX	567.47
udteam	UNION DUES - TEAMSTERS	200.48
fmlatx	WA Paid Family & Medical Leave	84.37
l&i	L&I - SELF INSURED	33.50
colpre	COLONIAL LIFE INS. PRE TAX	11.71

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	861.50
pers2	PERS 2 RETIREMENT	689.71
medtx	MEDICARE TAX	201.49
pers3	PERS 3 RETIREMENT	135.79
h457	MASSMUTUAL 457	49.86
aflpre	AFLAC PRE TAX	17.98
aflaft	AFLAC POST TAX	4.61
Totals:		4,689.72

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	3,915.00
socsec	SOCIAL SECURITY	861.50
401a	401A DEFERRED COMPENSATION	235.51
medtx	MEDICARE TAX	201.49
unemp	UNEMPLOYMENT	14.49

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	1,126.74
pers3	PERS 3 RETIREMENT	282.17
l&i	L&I - SELF INSURED	214.08
fmlatx	WA Paid Family & Medical Leave	31.58
Totals:		6,882.56

Gross Earnings by Fund:	14,492.23	492.25
Total Fund Deductions:	4,689.72	
Fund Net:	9,802.51	

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Fund Worked : 11322
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,915.91	66.75	v	VACATION		373.13	13.00
h	HOLIDAY		114.81	4.00	s	SICK		35.88	1.25
					Totals:			2,439.73	85.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		219.64	pers2	PERS 2 RETIREMENT		155.16		
socsec	SOCIAL SECURITY		146.24	icm457	ICMA DEFERRED COMP		97.60		
medpre	HEALTH INSURANCE PRE TAX		81.15	medtx	MEDICARE TAX		34.20		
udteam	UNION DUES - TEAMSTERS		32.50	fmlatx	WA Paid Family & Medical Leave		14.20		
l&i	L&I - SELF INSURED		5.29	Totals:			785.98		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		662.50	pers2	PERS 2 RETIREMENT		253.49		
socsec	SOCIAL SECURITY		146.24	401a	401A DEFERRED COMPENSATION		48.80		
medtx	MEDICARE TAX		34.20	l&i	L&I - SELF INSURED		8.67		
fmlatx	WA Paid Family & Medical Leave		5.31	unemp	UNEMPLOYMENT		2.45		
				Totals:			1,161.66		
				Gross Earnings by Fund:			2,439.73	85.00	
				Total Fund Deductions:			785.98		
				Fund Net:			1,653.75		

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Fund Worked : 11323
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Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	1,915.92	66.75	v	VACATION	373.14	13.00
h	HOLIDAY	114.81	4.00	s	SICK	35.88	1.25
				Totals:		2,439.75	85.00
Deduction Code and Description		Amount	Deduction Code and Description		Amount		
fedtx	FEDERAL WITHHOLDING TAX	219.63	pers2	PERS 2 RETIREMENT	155.18		
socsec	SOCIAL SECURITY	146.23	icm457	ICMA DEFERRED COMP	97.58		
medpre	HEALTH INSURANCE PRE TAX	81.15	medtx	MEDICARE TAX	34.20		
udteam	UNION DUES - TEAMSTERS	32.50	fmlatx	WA Paid Family & Medical Leave	14.20		
l&i	L&I - SELF INSURED	5.27			Totals:	785.94	
Benefit Code and Description		Amount	Benefit Code and Description		Amount		
medpre	HEALTH INSURANCE PRE TAX	662.50	pers2	PERS 2 RETIREMENT	253.49		
socsec	SOCIAL SECURITY	146.23	401a	401A DEFERRED COMPENSATION	48.79		
medtx	MEDICARE TAX	34.20	l&i	L&I - SELF INSURED	8.67		
fmlatx	WA Paid Family & Medical Leave	5.32	unemp	UNEMPLOYMENT	2.43		
					Totals:	1,161.63	
					Gross Earnings by Fund:	2,439.75	85.00
					Total Fund Deductions:	785.94	
					Fund Net:	1,653.81	

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Fund Worked : 11331
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		3,461.90	104.00	s	SICK		1,065.20	32.00
fh	FLOATING HOLIDAY		1,065.20	32.00	h	HOLIDAY		266.30	8.00
					Totals:			5,858.60	176.00
Deduction Code and Description			Amount				Amount		
fedtx	FEDERAL WITHHOLDING TAX		559.62				500.00		
pers2	PERS 2 RETIREMENT		372.61				349.14		
medpre	HEALTH INSURANCE PRE TAX		227.30				81.65		
udteam	UNION DUES - TEAMSTERS		75.00				34.10		
l&i	L&I - SELF INSURED		8.23						
							Totals:	2,207.65	
Benefit Code and Description			Amount				Amount		
medpre	HEALTH INSURANCE PRE TAX		1,260.00				608.71		
socsec	SOCIAL SECURITY		349.14				117.17		
medtx	MEDICARE TAX		81.65				13.51		
fmlatx	WA Paid Family & Medical Leave		12.77				5.86		
							Totals:	2,448.81	
							Gross Earnings by Fund:	5,858.60	176.00
							Total Fund Deductions:	2,207.65	
							Fund Net:	3,650.95	

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Fund Worked : 11401
 # Emps : 1

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	502.80	26.00				
				Totals:		502.80	26.00
Deduction Code and Description		Amount	Deduction Code and Description		Amount		
socsec	SOCIAL SECURITY	31.17	medtx	MEDICARE TAX	7.29		
fedtx	FEDERAL WITHHOLDING TAX	6.53	fmlatx	WA Paid Family & Medical Leave	2.93		
l&i	L&I - SELF INSURED	2.06			Totals:	49.98	
Benefit Code and Description		Amount	Benefit Code and Description		Amount		
socsec	SOCIAL SECURITY	31.17	medtx	MEDICARE TAX	7.29		
l&i	L&I - SELF INSURED	3.38	fmlatx	WA Paid Family & Medical Leave	1.10		
unemp	UNEMPLOYMENT	0.50			Totals:	43.44	
				Gross Earnings by Fund:	502.80	26.00	
				Total Fund Deductions:	49.98		
				Fund Net:	452.82		

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Fund Worked : 12401
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,238.85	69.00					
					Totals:			1,238.85	69.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
socsec	SOCIAL SECURITY		76.81	medtx	MEDICARE TAX		17.96		
fedtx	FEDERAL WITHHOLDING TAX		8.47	fmlatx	WA Paid Family & Medical Leave		7.21		
l&i	L&I - SELF INSURED		5.46						
				Totals:			115.91		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
socsec	SOCIAL SECURITY		76.81	medtx	MEDICARE TAX		17.96		
l&i	L&I - SELF INSURED		8.96	fmlatx	WA Paid Family & Medical Leave		2.70		
unemp	UNEMPLOYMENT		1.24						
				Totals:			107.67		
				Gross Earnings by Fund:			1,238.85		69.00
				Total Fund Deductions:			115.91		
				Fund Net:			1,122.94		

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Fund Worked : 13001
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		3,960.19	164.00	h	HOLIDAY		193.18	8.00
s	SICK		96.59	4.00					
					Totals:			4,249.96	176.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
pers2	PERS 2 RETIREMENT		270.30	socsec	SOCIAL SECURITY		249.41		
medpre	HEALTH INSURANCE PRE TAX		227.30	fedtx	FEDERAL WITHHOLDING TAX		131.65		
401a	401A DEFERRED COMPENSATION		127.50	medtx	MEDICARE TAX		58.33		
udteam	UNION DUES - TEAMSTERS		54.00	fmlatx	WA Paid Family & Medical Leave		24.74		
l&i	L&I - SELF INSURED		12.97						
				Totals:			1,156.20		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		1,260.00	pers2	PERS 2 RETIREMENT		441.57		
socsec	SOCIAL SECURITY		249.41	l&i	L&I - SELF INSURED		153.11		
401a	401A DEFERRED COMPENSATION		85.00	medtx	MEDICARE TAX		58.33		
fmlatx	WA Paid Family & Medical Leave		9.26	unemp	UNEMPLOYMENT		4.25		
				Totals:			2,260.93		
				Gross Earnings by Fund:			4,249.96	176.00	
				Total Fund Deductions:			1,156.20		
				Fund Net:			3,093.76		

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Fund Worked : 50401
Emps : 3

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		4,436.63	140.25	swa	SICK - WA PART-TIME		266.30	8.00
					Totals:			4,702.93	148.25
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		365.99		socsec	SOCIAL SECURITY		291.58	
medtx	MEDICARE TAX		68.19		fmlatx	WA Paid Family & Medical Leave		27.37	
l&i	L&I - SELF INSURED		11.10		Totals:			764.23	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
socsec	SOCIAL SECURITY		291.58		l&i	L&I - SELF INSURED		159.07	
medtx	MEDICARE TAX		68.19		fmlatx	WA Paid Family & Medical Leave		10.26	
unemp	UNEMPLOYMENT		4.70		Totals:			533.80	
					Gross Earnings by Fund:			4,702.93	148.25
					Total Fund Deductions:			764.23	
					Fund Net:			3,938.70	

Fund Worked : 65101
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		6,116.81	168.00	bhu	BENEFIT HOURS USED - TAX DIST		1,229.20	32.00
					Totals:			7,346.01	200.00
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
leoff2	LEOFF 2 RETIREMENT		524.26		fedtx	FEDERAL WITHHOLDING TAX		441.94	
fd1457	DRS 457 DEFERRED COMP FIRE 1		400.00		medtx	MEDICARE TAX		106.52	
socsec	SOCIAL SECURITY		74.40		l&i1	L&I - FIRE 1		66.85	
fmlf1	WA Paid Family & Medical Leave		42.77		Totals:			1,656.74	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
leoff2	LEOFF 2 RETIREMENT		325.74		medtx	MEDICARE TAX		106.52	
socsec	SOCIAL SECURITY		74.40		Totals:			506.66	
					Gross Earnings by Fund:			7,346.01	200.00
					Total Fund Deductions:			1,656.74	
					Fund Net:			5,689.27	

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Fund Worked : 65151
Emps : 11

<u>Earnings Code & Description</u>			<u>Amount</u>	<u>Hours</u>	<u>Earnings Code & Description</u>			<u>Amount</u>	<u>Hours</u>
r	REGULAR		7,611.05	177.00					
					Totals:			7,611.05	177.00
<u>Deduction Code and Description</u>			<u>Amount</u>		<u>Deduction Code and Description</u>			<u>Amount</u>	
fedtx	FEDERAL WITHHOLDING TAX		599.29		socsec	SOCIAL SECURITY		471.91	
medtx	MEDICARE TAX		110.38		fmlf5	WA Paid Family & Medical Leave		44.31	
					Totals:			1,225.89	
<u>Benefit Code and Description</u>			<u>Amount</u>		<u>Benefit Code and Description</u>			<u>Amount</u>	
socsec	SOCIAL SECURITY		471.91		medtx	MEDICARE TAX		110.38	
					Totals:			582.29	
					Gross Earnings by Fund:			7,611.05	177.00
					Total Fund Deductions:			1,225.89	
					Fund Net:			6,385.16	

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Fund Worked : 65161
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		246.33	17.00					
					Totals:			246.33	17.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
socsec	SOCIAL SECURITY		15.27	medtx	MEDICARE TAX		3.57		
fmlf6	WA Paid Family & Medical Leave		1.43						
				Totals:			20.27		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
socsec	SOCIAL SECURITY		15.27	medtx	MEDICARE TAX		3.57		
				Totals:			18.84		
				Gross Earnings by Fund:			246.33		17.00
				Total Fund Deductions:			20.27		
				Fund Net:			226.06		

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Fund Worked : 65171
Emps : 15

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		13,469.05	306.33					
					Totals:			13,469.05	306.33
Deduction Code and Description			Amount		Deduction Code and Description			Amount	
fedtx	FEDERAL WITHHOLDING TAX		927.30		leof#4	LEOFF 2 RETIREMENT FIRE 4		782.97	
socsec	SOCIAL SECURITY		266.00		medtx	MEDICARE TAX		195.33	
l&if4	L&I - FIRE 4		80.10		fmlf4	WA Paid Family & Medical Leave		78.42	
volret	VOL FIRE FIGHTER RETIREMENT		-120.00						
					Totals:			2,210.12	
Benefit Code and Description			Amount		Benefit Code and Description			Amount	
leof#4	LEOFF 2 RETIREMENT FIRE 4		486.49		socsec	SOCIAL SECURITY		266.00	
medtx	MEDICARE TAX		195.33						
					Totals:			947.82	
					Gross Earnings by Fund:			13,469.05	306.33
					Total Fund Deductions:			2,210.12	
					Fund Net:			11,258.93	

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Fund Worked : 67101
Emps : 3

Earnings Code & Description		Amount	Hours
r	REGULAR	5,564.80	257.00
bhu	BENEFIT HOURS USED - TAX DIST	552.00	24.00

Earnings Code & Description		Amount	Hours
ott	OVERTIME - TAXING DIST	828.00	24.00
Totals:		6,944.80	305.00

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	545.67
pers2	PERS 2 RETIREMENT	310.11
l&iagn	L&I - AGNEW	77.35

Deduction Code and Description		Amount
socsec	SOCIAL SECURITY	430.58
medtx	MEDICARE TAX	100.70
Totals:		1,464.41

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	506.62
medtx	MEDICARE TAX	100.70

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	430.58
fmlagn	WA Paid Family & Medical Leave	40.43
Totals:		1,078.33

Gross Earnings by Fund:	6,944.80	305.00
Total Fund Deductions:	1,464.41	
Fund Net:	5,480.39	

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Fund Worked : 67121
Emps : 5

<u>Earnings Code & Description</u>			<u>Amount</u>	<u>Hours</u>	<u>Earnings Code & Description</u>			<u>Amount</u>	<u>Hours</u>
r	REGULAR		2,725.00	54.00					
					Totals:			2,725.00	54.00
<u>Deduction Code and Description</u>			<u>Amount</u>	<u>Deduction Code and Description</u>			<u>Amount</u>		
socsec	SOCIAL SECURITY		168.96	medtx	MEDICARE TAX		39.51		
fmlcln	WA Paid Family & Medical Leave		15.86						
				Totals:			224.33		
<u>Benefit Code and Description</u>			<u>Amount</u>	<u>Benefit Code and Description</u>			<u>Amount</u>		
socsec	SOCIAL SECURITY		168.96	medtx	MEDICARE TAX		39.51		
				Totals:			208.47		
				Gross Earnings by Fund:			2,725.00		54.00
				Total Fund Deductions:			224.33		
				Fund Net:			2,500.67		

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Fund Worked : 67141
Emps : 3

Earnings Code & Description	Amount	Hours
r REGULAR	5,516.80	220.00

Deduction Code and Description	Amount
socsec SOCIAL SECURITY	342.04
fedtx FEDERAL WITHHOLDING TAX	180.88
l&ihig L&I - HIGHLAND IRRIGATION	60.51

Benefit Code and Description	Amount
pers2h PERS 2 RETIREMENT - HIGHLAND	456.83
medtx MEDICARE TAX	79.99

Earnings Code & Description	Amount	Hours
Totals:	5,516.80	220.00

Deduction Code and Description	Amount
pers2h PERS 2 RETIREMENT - HIGHLAND	279.64
medtx MEDICARE TAX	79.99
fmlhig WA Paid Family & Medical Leave	32.11
Totals:	975.17

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	342.04
Totals:	878.86

Gross Earnings by Fund:	5,516.80	220.00
Total Fund Deductions:	975.17	
Fund Net:	4,541.63	

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Fund Worked : 67701
Emps : 6

<u>Earnings Code & Description</u>			<u>Amount</u>	<u>Hours</u>	<u>Earnings Code & Description</u>			<u>Amount</u>	<u>Hours</u>
r	REGULAR		7,880.00	323.25					
					Totals:			7,880.00	323.25
<u>Deduction Code and Description</u>			<u>Amount</u>		<u>Deduction Code and Description</u>			<u>Amount</u>	
socsec	SOCIAL SECURITY		488.57		fedtx	FEDERAL WITHHOLDING TAX		241.58	
medtx	MEDICARE TAX		114.26		fmlbld	WA Paid Family & Medical Leave		45.87	
					Totals:			890.28	
<u>Benefit Code and Description</u>			<u>Amount</u>		<u>Benefit Code and Description</u>			<u>Amount</u>	
socsec	SOCIAL SECURITY		488.57		medtx	MEDICARE TAX		114.26	
					Totals:			602.83	
					Gross Earnings by Fund:			7,880.00	323.25
					Total Fund Deductions:			890.28	
					Fund Net:			6,989.72	

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Fund Worked : 67731
Emps : 9

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		32,656.71	1,103.00	bhu	BENEFIT HOURS USED - TAX DIST		6,100.65	203.50
ott	OVERTIME - TAXING DIST		442.56	10.00					
					Totals:			39,199.92	1,316.50
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		2,592.92	socsec	SOCIAL SECURITY		2,430.40		
pers2s	PERS 2 RETIREMENT - SUNLAND		2,410.11	medtx	MEDICARE TAX		568.40		
medsun	HEALTH INSURANCE SUNLAND		430.16	fmlsun	WA Paid Family & Medical Leave		228.19		
l&isun	L&I - SUNLAND		221.90						
				Totals:			8,882.08		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medsun	HEALTH INSURANCE SUNLAND		11,472.64	pers2s	PERS 2 RETIREMENT - SUNLAND		3,937.29		
socsec	SOCIAL SECURITY		2,430.40	medtx	MEDICARE TAX		568.40		
				Totals:			18,408.73		
				Gross Earnings by Fund:			39,199.92		1,316.50
				Total Fund Deductions:			8,882.08		
				Fund Net:			30,317.84		

Fund Worked : - Totals -
Emps : 204

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	669,801.08	18,355.53	v	VACATION	63,243.48	1,677.30
s	SICK	34,510.04	972.75	fh	FLOATING HOLIDAY	32,096.02	854.05
o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	29,366.91	335.00	o15s	OVERTIME X 1.5 - SHERIFF DEPT	23,487.25	378.00
h	HOLIDAY	23,127.94	609.10	vp	VACATION PAYOFF	20,968.20	403.04
bhu	BENEFIT HOURS USED - TAX DIST	7,881.85	259.50	cu	COMP USED	2,683.43	75.75
accred	ACCREDITATION PAY	2,423.56		sc15	HHS SCANNING PROJ OT X 1.5	1,784.84	32.25
oth	OVERTIME X 1.5 - HOURLY	1,729.40	129.00	bsba	BS/BA EDUCATION INCENTIVE	1,616.15	
o15j	OVERTIME x 1.5 - JUV DETENTION	1,390.71	37.00	auto	AUTO ALLOWANCE CONTRACTUAL	1,360.00	
ott	OVERTIME - TAXING DIST	1,270.56	34.00	aaas	AA/AS EDUCATION INCENTIVE	1,263.17	
oc2	ON CALL NON-SHIFT DAY	1,150.46	11.00	detpay	DETECTIVE PAY	1,081.16	
aute	AUTO ALLOWANCE ELECTED	1,020.00		ohjd	OT HOLIDAY - JUV DETENTION	872.47	24.00
fl	FUNERAL LEAVE	834.95	27.20	swa	SICK - WA PART-TIME	441.30	16.00
o20m	OT X 2.0 - CORR MANDATORY/SHRF	336.56	5.00	covid	covid SICK	322.02	8.00
phsm	PHONE STIPEND SMART PHONE	280.00		fixu	FLEX TIME USED (NO RUN BAL)	255.39	6.00
aspj	ACTING SUPERVISOR PAY JUVENILE	194.52	156.00	asp	SHERIFF ACTING SUPERVISOR PAY	128.50	80.00
fto	FTO PREMIUM	117.53	62.50	aspd	SHERIFF ACTING SUP PAY DEPUTY	108.66	60.00
oc1	ON CALL SHIFT DAY	105.46	3.00	wep	WEST END PAY	100.00	
phns	PHONE STIPEND	30.00		swapt	SICK PAYOFF - TERMINATION 10%	15.66	0.85
				Totals:		927,399.23	24,611.82

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	80,997.86	socsec	SOCIAL SECURITY	54,477.03
pers2	PERS 2 RETIREMENT	26,630.15	icm457	ICMA DEFERRED COMP	23,328.40
leoff2	LEOFF 2 RETIREMENT	15,761.31	401a	401A DEFERRED COMPENSATION	14,899.67
medpre	HEALTH INSURANCE PRE TAX	13,271.56	medtx	MEDICARE TAX	12,962.91
h457	MASSMUTUAL 457	7,497.24	psers	PSERS RETIREMENT	7,161.18
fmlatx	WA Paid Family & Medical Leave	4,770.34	pers3	PERS 3 RETIREMENT	4,454.76
n457	NATIONWIDE 457	3,648.41	udteam	UNION DUES - TEAMSTERS	2,839.00
pers2s	PERS 2 RETIREMENT - SUNLAND	2,410.11	l&i	L&I - SELF INSURED	1,327.19
aflpre	AFLAC PRE TAX	1,004.70	genpre	SUN LIFE PRE TAX	930.35
udpd	UNION DUES - 1619 D	872.40	ltdshr	LTD - SHERIFF	849.49
leoff#4	LEOFF 2 RETIREMENT FIRE 4	782.97	udmp	UNION DUES - 1619 MP	602.00
hr125	HEALTH REIMBURSEMENT	505.00	udps	UNION DUES - 1619 S	501.90
h457rt	ROTH-EMPOWER 457	500.00	udcd	UNION DUES - 1619 CD C	481.60
medsun	HEALTH INSURANCE SUNLAND	430.16	udlc	UNION DUES - 1619 LC	421.40
fd1457	DRS 457 DEFERRED COMP FIRE 1	400.00	n457rt	ROTH-NATIONWIDE 457	300.00
pers2h	PERS 2 RETIREMENT - HIGHLAND	279.64	aflaft	AFLAC POST TAX	275.81

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Fund Worked : - Totals -
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Deduction Code and Description		Amount
udcs	UNION DUES - 1619 CS	240.80
l&isun	L&I - SUNLAND	221.90
colaft	COLONIAL LIFE INS. POST TAX	145.68
colpre	COLONIAL LIFE INS. PRE TAX	88.12
fmlf4	WA Paid Family & Medical Leave	78.42
l&i1	L&I - FIRE 1	66.85
wsatf	1619CD WSATF DUES	60.00
fmlbld	WA Paid Family & Medical Leave	45.87
fmlf1	WA Paid Family & Medical Leave	42.77
fmlhig	WA Paid Family & Medical Leave	32.11
fmlf6	WA Paid Family & Medical Leave	1.43
volret	VOL FIRE FIGHTER RETIREMENT	-120.00

Deduction Code and Description		Amount
fmlsun	WA Paid Family & Medical Leave	228.19
dshs	DSHS CHILD SUPPORT	200.00
uw	UNITED WAY	135.00
l&if4	L&I - FIRE 4	80.10
l&iagn	L&I - AGNEW	77.35
l&ihiq	L&I - HIGHLAND IRRIGATION	60.51
shrfcf	SHERIFF COFFEE FUND	51.00
fmlf5	WA Paid Family & Medical Leave	44.31
shrfnd	SHERIFF EMPLOYEE FUND	36.00
fmlcln	WA Paid Family & Medical Leave	15.86
garnfe	GARNISHMENT FEE	1.00

Totals: 287,407.81

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	143,671.14
vebahr	HRA VEBA	42,631.85
l&i	L&I - SELF INSURED	16,793.92
medtx	MEDICARE TAX	12,962.91
medsun	HEALTH INSURANCE SUNLAND	11,472.64
pers3	PERS 3 RETIREMENT	6,683.89
fmlatx	WA Paid Family & Medical Leave	1,786.06
leof#4	LEOFF 2 RETIREMENT FIRE 4	486.49
genpre	SUN LIFE PRE TAX	282.00

Benefit Code and Description		Amount
socsec	SOCIAL SECURITY	54,477.03
pers2	PERS 2 RETIREMENT	40,991.83
401a	401A DEFERRED COMPENSATION	13,594.59
psers	PSERS RETIREMENT	11,533.84
leoff2	LEOFF 2 RETIREMENT	9,793.08
pers2s	PERS 2 RETIREMENT - SUNLAND	3,937.29
unemp	UNEMPLOYMENT	746.20
pers2h	PERS 2 RETIREMENT - HIGHLAND	456.83
fmlagn	WA Paid Family & Medical Leave	40.43

Totals: 372,342.02

Grand Total Gross Earnings: 927,399.23 24,611.82

Grand Total Deductions: 287,407.81

Grand Total Net: 639,991.42

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Fund Worked : 00100
Emps : 198

Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	379,724.04	11,960.35	v	VACATION	65,102.67	1,796.96
h	HOLIDAY	42,437.94	1,279.40	fh	FLOATING HOLIDAY	31,364.49	931.84
s	SICK	23,844.23	770.70	o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	12,553.30	163.00
cu	COMP USED	5,598.33	184.26	o15s	OVERTIME X 1.5 - SHERIFF DEPT	5,311.88	103.50
vp	VACATION PAYOFF	2,875.65	88.28	sc15	HHS SCANNING PROJ OT X 1.5	2,709.13	69.00
oth	OVERTIME X 1.5 - HOURLY	1,682.03	145.00	ohjd	OT HOLIDAY - JUV DETENTION	1,604.65	48.00
dont	DONATED TIME USED	1,122.17	32.89	accred	ACCREDITATION PAY	1,025.12	
auto	AUTO ALLOWANCE CONTRACTUAL	850.00		aute	AUTO ALLOWANCE ELECTED	680.00	
bsba	BS/BA EDUCATION INCENTIVE	594.18		o20m	OT X 2.0 - CORR MANDATORY/SHRF	451.16	8.00
fto	FTO PREMIUM	256.13	142.00	uapr	URINE ANALYSIS PREMIUM	224.00	
covid	covid SICK	213.03	9.50	phsm	PHONE STIPEND SMART PHONE	200.00	
oc2	ON CALL NON-SHIFT DAY	184.68	2.00	detpay	DETECTIVE PAY	97.00	
spt	SICK PAYOFF - TERMINATION 10%	79.93	32.54	phns	PHONE STIPEND	70.00	
retr	RETRO PAY	67.92		aaas	AA/AS EDUCATION INCENTIVE	56.63	
asp	SHERIFF ACTING SUPERVISOR PAY	45.76	28.00				
				Totals:		581,026.05	17,795.22

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	43,542.06	socsec	SOCIAL SECURITY	33,368.73
medpre	HEALTH INSURANCE PRE TAX	32,489.28	pers2	PERS 2 RETIREMENT	24,711.65
401a	401A DEFERRED COMPENSATION	11,645.77	icm457	ICMA DEFERRED COMP	8,461.07
medtx	MEDICARE TAX	7,804.17	leoff2	LEOFF 2 RETIREMENT	4,894.19
psers	PSERS RETIREMENT	4,075.58	fmlatx	WA Paid Family & Medical Leave	3,357.45
pers3	PERS 3 RETIREMENT	3,236.54	udteam	UNION DUES - TEAMSTERS	3,057.71
h457	MASSMUTUAL 457	3,005.87	aflpre	AFLAC PRE TAX	1,828.43
genpre	SUN LIFE PRE TAX	1,659.68	l&i	L&I - SELF INSURED	1,053.31
hr125	HEALTH REIMBURSEMENT	908.33	n457	NATIONWIDE 457	897.50
dc125	DEPENDENT CARE	833.32	ltdshr	LTD - SHERIFF	670.65
rth457	ROTH-ICMA DEFERRED COMP	648.28	dshs	DSHS CHILD SUPPORT	637.38
udpd	UNION DUES - 1619 D	508.90	pers1	PERS 1 RETIREMENT	408.71
udmp	UNION DUES - 1619 MP	361.20	evggar	EVERGREEN FIN GARNISHMENT	334.11
udcd	UNION DUES - 1619 CD C	331.10	udlc	UNION DUES - 1619 LC	300.30
aflaft	AFLAC POST TAX	295.53	colaft	COLONIAL LIFE INS. POST TAX	267.51
trnspp	TRANSIT PASS PREMIUM	220.50	colpre	COLONIAL LIFE INS. PRE TAX	96.80
uw	UNITED WAY	85.00	udps	UNION DUES - 1619 S	35.85
udtint	TEAMSTERS INIT FEE or ADJ	32.50	udcs	UNION DUES - 1619 CS	30.10
garnfe	GARNISHMENT FEE	20.50	shrfcf	SHERIFF COFFEE FUND	20.00

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<u>Deduction Code and Description</u>	<u>Amount</u>
trnspr TRANSIT PASS REGULAR	19.50

<u>Benefit Code and Description</u>	<u>Amount</u>
medpre HEALTH INSURANCE PRE TAX	249,890.37
socsec SOCIAL SECURITY	33,368.73
401a 401A DEFERRED COMPENSATION	10,307.56
medtx MEDICARE TAX	7,804.17
pers3 PERS 3 RETIREMENT	5,093.33
fmlatx WA Paid Family & Medical Leave	1,257.02
unemp UNEMPLOYMENT	541.36

<u>Deduction Code and Description</u>	<u>Amount</u>
shrfnd SHERIFF EMPLOYEE FUND	16.80
Totals:	196,171.86

<u>Benefit Code and Description</u>	<u>Amount</u>
pers2 PERS 2 RETIREMENT	40,368.38
vebahr HRA VEBA	26,944.41
l&i L&I - SELF INSURED	9,844.45
psers PSERS RETIREMENT	6,564.12
leoff2 LEOFF 2 RETIREMENT	3,040.94
pers1 PERS 1 RETIREMENT	707.73
genpre SUN LIFE PRE TAX	534.79
Totals:	396,267.36

Gross Earnings by Fund:	581,026.05	17,795.22
Total Fund Deductions:	196,171.86	
Fund Net:	384,854.19	

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Fund Worked : 11301
Emps : 13

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		16,176.22	572.45	v	VACATION		4,610.55	146.39
h	HOLIDAY		2,401.38	83.20	fh	FLOATING HOLIDAY		2,124.05	65.60
sc15	HHS SCANNING PROJ OT X 1.5		1,846.64	48.75	s	SICK		1,104.02	49.98
cu	COMP USED		99.17	3.13	oth	OVERTIME X 1.5 - HOURLY		79.21	5.00
					Totals:			28,441.24	974.50
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		2,221.78	fedtx	FEDERAL WITHHOLDING TAX		1,840.39		
pers2	PERS 2 RETIREMENT		1,808.86	socsec	SOCIAL SECURITY		1,615.21		
401a	401A DEFERRED COMPENSATION		803.63	icm457	ICMA DEFERRED COMP		554.81		
medtx	MEDICARE TAX		377.77	udteam	UNION DUES - TEAMSTERS		279.43		
rth457	ROTH-ICMA DEFERRED COMP		277.23	fmlatx	WA Paid Family & Medical Leave		165.55		
aflpre	AFLAC PRE TAX		117.91	aflaft	AFLAC POST TAX		68.40		
udmp	UNION DUES - 1619 MP		60.20	l&i	L&I - SELF INSURED		55.58		
hr125	HEALTH REIMBURSEMENT		50.00	Totals:			10,296.75		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		13,910.00	pers2	PERS 2 RETIREMENT		2,955.03		
socsec	SOCIAL SECURITY		1,615.21	401a	401A DEFERRED COMPENSATION		468.56		
medtx	MEDICARE TAX		377.77	l&i	L&I - SELF INSURED		349.85		
fmlatx	WA Paid Family & Medical Leave		61.99	vebahr	HRA VEBa		50.00		
unemp	UNEMPLOYMENT		28.45	Totals:			19,816.86		
				Gross Earnings by Fund:			28,441.24	974.50	
				Total Fund Deductions:			10,296.75		
				Fund Net:			18,144.49		

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Fund Worked : 11701
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Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		2,802.77	95.00	fh	FLOATING HOLIDAY		1,253.18	40.00
h	HOLIDAY		478.76	16.00	v	VACATION		441.26	16.00
s	SICK		64.53	2.00					
Totals:								5,040.50	169.00

Deduction Code and Description			Amount	Deduction Code and Description			Amount
pers2	PERS 2 RETIREMENT		320.57	socsec	SOCIAL SECURITY		300.01
fedtx	FEDERAL WITHHOLDING TAX		274.70	medpre	HEALTH INSURANCE PRE TAX		201.60
401a	401A DEFERRED COMPENSATION		130.68	medtx	MEDICARE TAX		70.17
udmp	UNION DUES - 1619 MP		60.20	fmlatx	WA Paid Family & Medical Leave		29.34
l&i	L&I - SELF INSURED		12.66				
Totals:							1,399.93

Benefit Code and Description			Amount	Benefit Code and Description			Amount
medpre	HEALTH INSURANCE PRE TAX		2,470.00	pers2	PERS 2 RETIREMENT		523.71
socsec	SOCIAL SECURITY		300.01	medtx	MEDICARE TAX		70.17
401a	401A DEFERRED COMPENSATION		52.27	vebahr	HRA VEBA		50.00
l&i	L&I - SELF INSURED		20.78	fmlatx	WA Paid Family & Medical Leave		10.99
unemp	UNEMPLOYMENT		5.04				
Totals:							3,502.97
Gross Earnings by Fund:							5,040.50
Total Fund Deductions:							1,399.93
Fund Net:							3,640.57

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Fund Worked : 12201
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Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		944.63	41.10	h	HOLIDAY		110.32	4.80
v	VACATION		55.16	2.40	s	SICK		55.16	2.40
					Totals:			1,165.27	50.70

Deduction Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	136.39
pers2	PERS 2 RETIREMENT	74.12
401a	401A DEFERRED COMPENSATION	58.27
medtx	MEDICARE TAX	14.93
l&i	L&I - SELF INSURED	3.25

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	120.54
socsec	SOCIAL SECURITY	63.79
udteam	UNION DUES - TEAMSTERS	15.61
fmlatx	WA Paid Family & Medical Leave	6.78
Totals:		493.68

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	756.00
socsec	SOCIAL SECURITY	63.79
medtx	MEDICARE TAX	14.93
fmlatx	WA Paid Family & Medical Leave	2.54

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	121.07
401a	401A DEFERRED COMPENSATION	23.30
l&i	L&I - SELF INSURED	5.34
unemp	UNEMPLOYMENT	1.17
Totals:		988.14

Gross Earnings by Fund:	1,165.27	50.70
Total Fund Deductions:	493.68	
Fund Net:	671.59	

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Labor Distribution Totals By Fund
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Fund Worked : 12401
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		345.71	11.75	fh	FLOATING HOLIDAY		235.38	8.00
h	HOLIDAY		58.84	2.00	s	SICK		7.35	0.25
					Totals:			647.28	22.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		41.78	pers2	PERS 2 RETIREMENT		41.17		
medpre	HEALTH INSURANCE PRE TAX		40.58	socsec	SOCIAL SECURITY		37.62		
icm457	ICMA DEFERRED COMP		24.99	medtx	MEDICARE TAX		8.80		
udteam	UNION DUES - TEAMSTERS		8.25	fmlatx	WA Paid Family & Medical Leave		3.76		
l&i	L&I - SELF INSURED		0.94	Totals:			207.89		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		331.26	pers2	PERS 2 RETIREMENT		67.25		
socsec	SOCIAL SECURITY		37.62	401a	401A DEFERRED COMPENSATION		12.95		
medtx	MEDICARE TAX		8.80	l&i	L&I - SELF INSURED		1.54		
fmlatx	WA Paid Family & Medical Leave		1.41	unemp	UNEMPLOYMENT		0.66		
				Totals:			461.49		
				Gross Earnings by Fund:			647.28	22.00	
				Total Fund Deductions:			207.89		
				Fund Net:			439.39		

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Labor Distribution Totals By Fund
CLALLAM COUNTY
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Fund Worked : 13001
Emps : 1

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		2,057.23	71.00	v	VACATION		231.80	8.00
h	HOLIDAY		231.79	8.00	s	SICK		28.98	1.00
					Totals:			2,549.80	88.00
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		201.60	fedtx	FEDERAL WITHHOLDING TAX		168.61		
pers2	PERS 2 RETIREMENT		162.17	socsec	SOCIAL SECURITY		145.59		
401a	401A DEFERRED COMPENSATION		127.49	medtx	MEDICARE TAX		34.05		
udmp	UNION DUES - 1619 MP		30.10	fmlatx	WA Paid Family & Medical Leave		14.84		
l&i	L&I - SELF INSURED		6.33	Totals:			890.78		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		1,235.00	pers2	PERS 2 RETIREMENT		264.92		
socsec	SOCIAL SECURITY		145.59	l&i	L&I - SELF INSURED		74.69		
401a	401A DEFERRED COMPENSATION		51.00	medtx	MEDICARE TAX		34.05		
vebahr	HRA VEBA		25.00	fmlatx	WA Paid Family & Medical Leave		5.56		
unemp	UNEMPLOYMENT		2.55	Totals:			1,838.36		
				Gross Earnings by Fund:			2,549.80	88.00	
				Total Fund Deductions:			890.78		
				Fund Net:			1,659.02		

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Labor Distribution Totals By Fund
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Fund Worked : 19914
Emps : 2

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		3,310.68	108.00	v	VACATION		772.72	32.00
h	HOLIDAY		444.20	15.00					
Totals:								4,527.60	155.00

Deduction Code and Description			Amount	Deduction Code and Description			Amount
pers2	PERS 2 RETIREMENT		287.96	socsec	SOCIAL SECURITY		280.71
fedtx	FEDERAL WITHHOLDING TAX		268.11	401a	401A DEFERRED COMPENSATION		183.88
medtx	MEDICARE TAX		65.65	udmp	UNION DUES - 1619 MP		30.10
udteam	UNION DUES - TEAMSTERS		27.00	fmlatx	WA Paid Family & Medical Leave		26.36
l&i	L&I - SELF INSURED		10.13				
Totals:							1,179.90

Benefit Code and Description		Amount	Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	2,495.00	pers2	PERS 2 RETIREMENT	470.42
socsec	SOCIAL SECURITY	280.71	401a	401A DEFERRED COMPENSATION	90.55
medtx	MEDICARE TAX	65.65	vebahr	HRA VEBA	25.00
l&i	L&I - SELF INSURED	16.63	fmlatx	WA Paid Family & Medical Leave	9.87
unemp	UNEMPLOYMENT	4.53			
			Totals:		3,458.36
			Gross Earnings by Fund:		4,527.60
			Total Fund Deductions:		1,179.90
			Fund Net:		3,347.70

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Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	9,239.64	215.00	s	SICK	1,311.75	21.00
h	HOLIDAY	1,136.81	26.00	v	VACATION	867.56	25.38
auto	AUTO ALLOWANCE CONTRACTUAL	170.00					
				Totals:		12,725.76	287.38

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	1,330.89	socsec	SOCIAL SECURITY	774.19
h457	MASSMUTUAL 457	557.41	medpre	HEALTH INSURANCE PRE TAX	509.85
pers2	PERS 2 RETIREMENT	394.22	aflpre	AFLAC PRE TAX	222.32
genpre	SUN LIFE PRE TAX	183.76	medtx	MEDICARE TAX	181.06
icm457	ICMA DEFERRED COMP	164.95	401a	401A DEFERRED COMPENSATION	151.55
fmlatx	WA Paid Family & Medical Leave	74.08	l&i	L&I - SELF INSURED	20.57
shrfcf	SHERIFF COFFEE FUND	5.00	shrfnd	SHERIFF EMPLOYEE FUND	1.00
			Totals:		4,570.85

Benefit Code and Description		Amount	Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	3,857.51	socsec	SOCIAL SECURITY	774.19
h457	MASSMUTUAL 457	660.55	pers2	PERS 2 RETIREMENT	643.99
401a	401A DEFERRED COMPENSATION	441.85	vebahr	HRA VEBA	406.25
medtx	MEDICARE TAX	181.06	l&i	L&I - SELF INSURED	162.37
genpre	SUN LIFE PRE TAX	65.50	fmlatx	WA Paid Family & Medical Leave	27.74
unemp	UNEMPLOYMENT	12.55			
			Totals:		7,233.56

Gross Earnings by Fund:	12,725.76	287.38
Total Fund Deductions:	4,570.85	
Fund Net:	8,154.91	

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Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		1,221.13	26.25	fh	FLOATING HOLIDAY		187.24	2.40
h	HOLIDAY		135.76	2.80	v	VACATION		50.43	1.37
					Totals:			1,594.56	32.82

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	171.11
401a	401A DEFERRED COMPENSATION	108.09
socsec	SOCIAL SECURITY	94.06
medtx	MEDICARE TAX	22.00
fmlatx	WA Paid Family & Medical Leave	9.28
shrfnd	SHERIFF EMPLOYEE FUND	0.20

Deduction Code and Description		Amount
icm457	ICMA DEFERRED COMP	112.66
pers2	PERS 2 RETIREMENT	100.36
medpre	HEALTH INSURANCE PRE TAX	61.36
genpre	SUN LIFE PRE TAX	21.27
l&i	L&I - SELF INSURED	2.20
Totals:		702.59

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	441.02
socsec	SOCIAL SECURITY	94.06
vebahr	HRA VEBA	43.75
genpre	SUN LIFE PRE TAX	6.71
fmlatx	WA Paid Family & Medical Leave	3.48

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	165.66
401a	401A DEFERRED COMPENSATION	54.01
medtx	MEDICARE TAX	22.00
l&i	L&I - SELF INSURED	3.64
unemp	UNEMPLOYMENT	1.59
Totals:		835.92

Gross Earnings by Fund:	1,594.56	32.82
Total Fund Deductions:	702.59	
Fund Net:	891.97	

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<u>Benefit Code and Description</u>	<u>Amount</u>
trnspp TRANSIT PASS PREMIUM	220.50

<u>Benefit Code and Description</u>	<u>Amount</u>
trnspr TRANSIT PASS REGULAR	19.50

Totals: 240.00

Gross Earnings by Fund: 0.00

Total Fund Deductions:

Fund Net:

Fund Worked : - Totals -
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Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	415,822.05	13,100.90	v	VACATION	72,132.15	2,028.50
h	HOLIDAY	47,435.80	1,437.20	fh	FLOATING HOLIDAY	35,164.34	1,047.84
s	SICK	26,416.02	847.33	o25v	OT X 2.5 - CORR VOLUNTEER/SHRF	12,553.30	163.00
cu	COMP USED	5,697.50	187.39	o15s	OVERTIME X 1.5 - SHERIFF DEPT	5,311.88	103.50
sc15	HHS SCANNING PROJ OT X 1.5	4,555.77	117.75	vp	VACATION PAYOFF	2,875.65	88.28
oth	OVERTIME X 1.5 - HOURLY	1,761.24	150.00	ohjd	OT HOLIDAY - JUV DETENTION	1,604.65	48.00
dont	DONATED TIME USED	1,122.17	32.89	accred	ACCREDITATION PAY	1,025.12	
auto	AUTO ALLOWANCE CONTRACTUAL	1,020.00		aute	AUTO ALLOWANCE ELECTED	680.00	
bsba	BS/BA EDUCATION INCENTIVE	594.18		o20m	OT X 2.0 - CORR MANDATORY/SHRF	451.16	8.00
fto	FTO PREMIUM	256.13	142.00	uapr	URINE ANALYSIS PREMIUM	224.00	
covid	covid SICK	213.03	9.50	phsm	PHONE STIPEND SMART PHONE	200.00	
oc2	ON CALL NON-SHIFT DAY	184.68	2.00	detpay	DETECTIVE PAY	97.00	
spt	SICK PAYOFF - TERMINATION 10%	79.93	32.54	phns	PHONE STIPEND	70.00	
retr	RETRO PAY	67.92		aaas	AA/AS EDUCATION INCENTIVE	56.63	
asp	SHERIFF ACTING SUPERVISOR PAY	45.76	28.00				
				Totals:		637,718.06	19,574.62

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	47,758.19	socsec	SOCIAL SECURITY	36,679.91
medpre	HEALTH INSURANCE PRE TAX	35,862.44	pers2	PERS 2 RETIREMENT	27,901.08
401a	401A DEFERRED COMPENSATION	13,209.36	icm457	ICMA DEFERRED COMP	9,318.48
medtx	MEDICARE TAX	8,578.60	leoff2	LEOFF 2 RETIREMENT	4,894.19
psers	PSERS RETIREMENT	4,075.58	fmlatx	WA Paid Family & Medical Leave	3,687.44
h457	MASSMUTUAL 457	3,563.28	udteam	UNION DUES - TEAMSTERS	3,388.00
pers3	PERS 3 RETIREMENT	3,236.54	afipre	AFLAC PRE TAX	2,168.66
genpre	SUN LIFE PRE TAX	1,864.71	l&i	L&I - SELF INSURED	1,164.97
hr125	HEALTH REIMBURSEMENT	958.33	rth457	ROTH-ICMA DEFERRED COMP	925.51
n457	NATIONWIDE 457	897.50	dc125	DEPENDENT CARE	833.32
ltdshr	LTD - SHERIFF	670.65	dshs	DSHS CHILD SUPPORT	637.38
udmp	UNION DUES - 1619 MP	541.80	udpd	UNION DUES - 1619 D	508.90
pers1	PERS 1 RETIREMENT	408.71	aflaft	AFLAC POST TAX	363.93
evggar	EVERGREEN FIN GARNISHMENT	334.11	udcd	UNION DUES - 1619 CD C	331.10
udlc	UNION DUES - 1619 LC	300.30	colaft	COLONIAL LIFE INS. POST TAX	267.51
trnspp	TRANSIT PASS PREMIUM	220.50	colpre	COLONIAL LIFE INS. PRE TAX	96.80
uw	UNITED WAY	85.00	udps	UNION DUES - 1619 S	35.85
udtint	TEAMSTERS INIT FEE or ADJ	32.50	udcs	UNION DUES - 1619 CS	30.10
shrfcf	SHERIFF COFFEE FUND	25.00	garnfe	GARNISHMENT FEE	20.50

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<u>Deduction Code and Description</u>	<u>Amount</u>
trnspr TRANSIT PASS REGULAR	19.50

<u>Deduction Code and Description</u>	<u>Amount</u>
shrfnd SHERIFF EMPLOYEE FUND	18.00
Totals:	215,914.23

<u>Benefit Code and Description</u>	<u>Amount</u>
medpre HEALTH INSURANCE PRE TAX	275,386.16
socsec SOCIAL SECURITY	36,679.91
401a 401A DEFERRED COMPENSATION	11,502.05
medtx MEDICARE TAX	8,578.60
pers3 PERS 3 RETIREMENT	5,093.33
fmlatx WA Paid Family & Medical Leave	1,380.60
h457 MASSMUTUAL 457	660.55
unemp UNEMPLOYMENT	597.90
trnspr TRANSIT PASS REGULAR	19.50

<u>Benefit Code and Description</u>	<u>Amount</u>
pers2 PERS 2 RETIREMENT	45,580.43
vebahr HRA VEBA	27,544.41
l&i L&I - SELF INSURED	10,479.29
psers PSERS RETIREMENT	6,564.12
leoff2 LEOFF 2 RETIREMENT	3,040.94
pers1 PERS 1 RETIREMENT	707.73
genpre SUN LIFE PRE TAX	607.00
trnspp TRANSIT PASS PREMIUM	220.50
Totals:	434,643.02

Grand Total Gross Earnings:	637,718.06	19,574.62
Grand Total Deductions:	215,914.23	
Grand Total Net:	421,803.83	

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Fund Worked : 10101
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Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	100,275.17	3,282.25	o15r	OVERTIME X 1.5 - ROADS DEPT	18,571.60	437.00
v	VACATION	18,263.61	580.86	h	HOLIDAY	13,976.94	456.00
s	SICK	8,415.18	276.50	fh	FLOATING HOLIDAY	3,697.66	112.00
cu	COMP USED	2,957.86	110.14	vp	VACATION PAYOFF	1,348.84	36.71
phns	PHONE STIPEND	590.00		cpr	COMP TIME PAID - PW ROADS	506.40	17.73
spt	SICK PAYOFF - TERMINATION 10%	487.62	132.71	auto	AUTO ALLOWANCE CONTRACTUAL	340.00	
c15r	COMP EARNED X 1.5 ROADS	-6,223.56	-151.25				
				Totals:		163,207.32	5,290.65

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	13,757.54	socsec	SOCIAL SECURITY	9,597.77
pers2	PERS 2 RETIREMENT	9,553.74	medpre	HEALTH INSURANCE PRE TAX	8,500.23
icm457	ICMA DEFERRED COMP	3,000.75	medtx	MEDICARE TAX	2,244.66
401a	401A DEFERRED COMPENSATION	2,033.46	udteam	UNION DUES - TEAMSTERS	1,615.02
fmlatx	WA Paid Family & Medical Leave	952.32	h457	MASSMUTUAL 457	654.19
c13gar	CHAPTER 13 GARNISHMENT	538.00	pers3	PERS 3 RETIREMENT	538.00
dshs	DSHS CHILD SUPPORT	323.73	l&i	L&I - SELF INSURED	306.93
aflpre	AFLAC PRE TAX	229.07	n457	NATIONWIDE 457	150.00
udmp	UNION DUES - 1619 MP	128.14	udtint	TEAMSTERS INIT FEE or ADJ	100.00
genpre	SUN LIFE PRE TAX	88.94	hr125	HEALTH REIMBURSEMENT	78.66
aflaft	AFLAC POST TAX	74.06	uw	UNITED WAY	49.23
colpre	COLONIAL LIFE INS. PRE TAX	10.16	garufe	GARNISHMENT FEE	1.30
			Totals:		54,525.90

Benefit Code and Description		Amount	Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	71,480.57	pers2	PERS 2 RETIREMENT	15,553.88
socsec	SOCIAL SECURITY	9,573.64	l&i	L&I - SELF INSURED	4,688.79
401a	401A DEFERRED COMPENSATION	2,846.81	medtx	MEDICARE TAX	2,239.02
pers3	PERS 3 RETIREMENT	1,115.93	vebahr	HRA VEBA	375.00
fmlatx	WA Paid Family & Medical Leave	355.70	unemp	UNEMPLOYMENT	160.48
genpre	SUN LIFE PRE TAX	82.79	perscu	PERS RETIREMENT CATCH UP	-0.12
			Totals:		108,472.49

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Labor Distribution Totals By Fund
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Gross Earnings by Fund:	163,207.32	5,290.65
Total Fund Deductions:	54,525.90	
Fund Net:	108,681.42	

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Fund Worked : 10135
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Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	2,547.40	56.50	v	VACATION	813.44	18.00
fh	FLOATING HOLIDAY	361.53	8.00	h	HOLIDAY	361.53	8.00
Totals:						4,083.90	90.50

Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	342.66
socsec	SOCIAL SECURITY	246.59
medpre	HEALTH INSURANCE PRE TAX	104.26
udmp	UNION DUES - 1619 MP	30.44
l&i	L&I - SELF INSURED	6.50
icm457	ICMA DEFERRED COMP	2.75
uw	UNITED WAY	0.85
aflpre	AFLAC PRE TAX	0.50

Deduction Code and Description		Amount
pers2	PERS 2 RETIREMENT	255.15
401a	401A DEFERRED COMPENSATION	198.84
medtx	MEDICARE TAX	57.68
fmlatx	WA Paid Family & Medical Leave	23.78
pers3	PERS 3 RETIREMENT	3.42
hr125	HEALTH REIMBURSEMENT	1.36
genpre	SUN LIFE PRE TAX	0.74
Totals:		1,275.52

Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	1,370.31
socsec	SOCIAL SECURITY	246.59
l&i	L&I - SELF INSURED	76.46
vebahr	HRA VEBA	25.00
pers3	PERS 3 RETIREMENT	7.46
genpre	SUN LIFE PRE TAX	0.69

Benefit Code and Description		Amount
pers2	PERS 2 RETIREMENT	416.86
401a	401A DEFERRED COMPENSATION	82.40
medtx	MEDICARE TAX	57.68
fmlatx	WA Paid Family & Medical Leave	8.91
unemp	UNEMPLOYMENT	4.09
Totals:		2,296.45

Gross Earnings by Fund:	4,083.90	90.50
Total Fund Deductions:	1,275.52	
Fund Net:	2,808.38	

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Labor Distribution Totals By Fund
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Fund Worked : 40201
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Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	352.45	8.50			
			Totals:	352.45	8.50

Deduction Code and Description	Amount
fedtx FEDERAL WITHHOLDING TAX	28.24
pers2 PERS 2 RETIREMENT	11.73
pers3 PERS 3 RETIREMENT	7.98
medtx MEDICARE TAX	4.89
h457 MASSMUTUAL 457	2.99
udteam UNION DUES - TEAMSTERS	1.91
uw UNITED WAY	1.38
l&i L&I - SELF INSURED	0.50

Deduction Code and Description	Amount
socsec SOCIAL SECURITY	20.90
medpre HEALTH INSURANCE PRE TAX	10.41
icm457 ICMA DEFERRED COMP	5.49
hr125 HEALTH REIMBURSEMENT	3.17
fmlatx WA Paid Family & Medical Leave	2.06
genpre SUN LIFE PRE TAX	1.72
aflpre AFLAC PRE TAX	0.50
udmp UNION DUES - 1619 MP	0.34
Totals:	104.21

Benefit Code and Description	Amount
medpre HEALTH INSURANCE PRE TAX	127.10
pers2 PERS 2 RETIREMENT	19.22
l&i L&I - SELF INSURED	9.74
medtx MEDICARE TAX	4.89
fmlatx WA Paid Family & Medical Leave	0.78

Benefit Code and Description	Amount
socsec SOCIAL SECURITY	20.90
pers3 PERS 3 RETIREMENT	17.40
401a 401A DEFERRED COMPENSATION	8.73
genpre SUN LIFE PRE TAX	1.60
unemp UNEMPLOYMENT	0.36
Totals:	210.72

Gross Earnings by Fund:	352.45	8.50
Total Fund Deductions:	104.21	
Fund Net:	248.24	

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Labor Distribution Totals By Fund
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Fund Worked : 41401
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Earnings Code & Description		Amount	Hours	Earnings Code & Description		Amount	Hours
r	REGULAR	5,860.85	179.25	o15r	OVERTIME X 1.5 - ROADS DEPT	2,530.24	46.50
v	VACATION	689.31	20.00	h	HOLIDAY	538.27	16.00
phns	PHONE STIPEND	40.00					
				Totals:		9,658.67	261.75

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	879.74	pers2	PERS 2 RETIREMENT	613.18
socsec	SOCIAL SECURITY	584.04	medpre	HEALTH INSURANCE PRE TAX	376.43
medtx	MEDICARE TAX	136.61	udteam	UNION DUES - TEAMSTERS	84.36
icm457	ICMA DEFERRED COMP	76.68	fmlatx	WA Paid Family & Medical Leave	57.08
l&i	L&I - SELF INSURED	17.78	401a	401A DEFERRED COMPENSATION	14.38
pers3	PERS 3 RETIREMENT	4.99	aflpre	AFLAC PRE TAX	4.40
hr125	HEALTH REIMBURSEMENT	1.81	uw	UNITED WAY	1.76
genpre	SUN LIFE PRE TAX	0.98	udmp	UNION DUES - 1619 MP	0.93
h457	MASSMUTUAL 457	0.71	colpre	COLONIAL LIFE INS. PRE TAX	0.04
			Totals:		2,855.90

Benefit Code and Description		Amount	Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	2,952.39	pers2	PERS 2 RETIREMENT	988.56
socsec	SOCIAL SECURITY	575.61	l&i	L&I - SELF INSURED	304.54
medtx	MEDICARE TAX	134.64	401a	401A DEFERRED COMPENSATION	81.32
fmlatx	WA Paid Family & Medical Leave	21.06	pers3	PERS 3 RETIREMENT	10.83
unemp	UNEMPLOYMENT	9.64	genpre	SUN LIFE PRE TAX	0.92
			Totals:		5,079.51
Gross Earnings by Fund:					9,658.67
Total Fund Deductions:					2,855.90
Fund Net:					6,802.77

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Fund Worked : 42401
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Earnings Code & Description	Amount	Hours	Earnings Code & Description	Amount	Hours
r REGULAR	735.83	22.25			
			Totals:	735.83	22.25

Deduction Code and Description	Amount
fedtx FEDERAL WITHHOLDING TAX	78.54
pers2 PERS 2 RETIREMENT	38.99
401a 401A DEFERRED COMPENSATION	19.04
icm457 ICMA DEFERRED COMP	4.54
udteam UNION DUES - TEAMSTERS	3.63
uw UNITED WAY	1.46
l&i L&I - SELF INSURED	0.96

Deduction Code and Description	Amount
socsec SOCIAL SECURITY	44.13
medpre HEALTH INSURANCE PRE TAX	22.37
medtx MEDICARE TAX	10.32
fmlatx WA Paid Family & Medical Leave	4.30
aflpre AFLAC PRE TAX	1.62
udmp UNION DUES - 1619 MP	1.10
aflaft AFLAC POST TAX	0.48
Totals:	231.48

Benefit Code and Description	Amount
medpre HEALTH INSURANCE PRE TAX	319.94
socsec SOCIAL SECURITY	44.13
l&i L&I - SELF INSURED	13.03
fmlatx WA Paid Family & Medical Leave	1.60

Benefit Code and Description	Amount
pers2 PERS 2 RETIREMENT	76.46
401a 401A DEFERRED COMPENSATION	14.72
medtx MEDICARE TAX	10.32
unemp UNEMPLOYMENT	0.74
Totals:	480.94

Gross Earnings by Fund:	735.83	22.25
Total Fund Deductions:	231.48	
Fund Net:	504.35	

Labor Distribution Totals By Fund
CLALLAM COUNTY
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Fund Worked : 50301
Emps : 15

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		13,958.77	460.75	s	SICK		1,314.80	48.00
h	HOLIDAY		1,162.27	40.00	v	VACATION		1,054.41	33.50
o15r	OVERTIME X 1.5 - ROADS DEPT		428.16	9.50	tlss	TOOL STIPEND		120.00	
phns	PHONE STIPEND		100.00		cu	COMP USED		62.96	2.00
					Totals:			18,201.37	593.75
Deduction Code and Description			Amount	Deduction Code and Description			Amount		
fedtx	FEDERAL WITHHOLDING TAX		1,356.52	medpre	HEALTH INSURANCE PRE TAX		1,137.10		
pers2	PERS 2 RETIREMENT		1,037.69	socsec	SOCIAL SECURITY		1,022.23		
icm457	ICMA DEFERRED COMP		258.92	medtx	MEDICARE TAX		239.09		
udteam	UNION DUES - TEAMSTERS		179.08	fmlatx	WA Paid Family & Medical Leave		102.77		
401a	401A DEFERRED COMPENSATION		63.10	pers3	PERS 3 RETIREMENT		57.19		
dshs	DSHS CHILD SUPPORT		40.27	l&i	L&I - SELF INSURED		32.85		
aflpre	AFLAC PRE TAX		22.31	udmp	UNION DUES - 1619 MP		19.65		
h457	MASSMUTUAL 457		12.78	uw	UNITED WAY		10.32		
colpre	COLONIAL LIFE INS. PRE TAX		4.20	garnfe	GARNISHMENT FEE		0.20		
				Totals:			5,596.27		
Benefit Code and Description			Amount	Benefit Code and Description			Amount		
medpre	HEALTH INSURANCE PRE TAX		8,529.69	pers2	PERS 2 RETIREMENT		1,749.05		
socsec	SOCIAL SECURITY		1,054.79	l&i	L&I - SELF INSURED		467.36		
401a	401A DEFERRED COMPENSATION		305.27	medtx	MEDICARE TAX		246.70		
pers3	PERS 3 RETIREMENT		119.25	fmlatx	WA Paid Family & Medical Leave		39.67		
unemp	UNEMPLOYMENT		18.00						
				Totals:			12,529.78		
				Gross Earnings by Fund:			18,201.37	593.75	
				Total Fund Deductions:			5,596.27		
				Fund Net:			12,605.10		

Labor Distribution Totals By Fund
CLALLAM COUNTY
12/16/2022 to 12/31/2022-1 Cycle s

Fund Worked : - Totals -
Emps : 65

Earnings Code & Description			Amount	Hours	Earnings Code & Description			Amount	Hours
r	REGULAR		123,730.47	4,009.50	o15r	OVERTIME X 1.5 - ROADS DEPT		21,530.00	493.00
v	VACATION		20,820.77	652.36	h	HOLIDAY		16,039.01	520.00
s	SICK		9,729.98	324.50	fh	FLOATING HOLIDAY		4,059.19	120.00
cu	COMP USED		3,020.82	112.14	vp	VACATION PAYOFF		1,348.84	36.71
phns	PHONE STIPEND		730.00		cpr	COMP TIME PAID - PW ROADS		506.40	17.73
spt	SICK PAYOFF - TERMINATION 10%		487.62	132.71	auto	AUTO ALLOWANCE CONTRACTUAL		340.00	
tlss	TOOL STIPEND		120.00		c15r	COMP EARNED X 1.5 ROADS		-6,223.56	-151.25
					Totals:			196,239.54	6,267.40

Deduction Code and Description		Amount	Deduction Code and Description		Amount
fedtx	FEDERAL WITHHOLDING TAX	16,443.24	socsec	SOCIAL SECURITY	11,515.66
pers2	PERS 2 RETIREMENT	11,510.48	medpre	HEALTH INSURANCE PRE TAX	10,150.80
icm457	ICMA DEFERRED COMP	3,349.13	medtx	MEDICARE TAX	2,693.25
401a	401A DEFERRED COMPENSATION	2,328.82	udteam	UNION DUES - TEAMSTERS	1,884.00
fmlatx	WA Paid Family & Medical Leave	1,142.31	h457	MASSMUTUAL 457	670.67
pers3	PERS 3 RETIREMENT	611.58	c13gar	CHAPTER 13 GARNISHMENT	538.00
l&i	L&I - SELF INSURED	365.52	dshs	DSHS CHILD SUPPORT	364.00
aflpre	AFLAC PRE TAX	258.40	udmp	UNION DUES - 1619 MP	180.60
n457	NATIONWIDE 457	150.00	udtint	TEAMSTERS INIT FEE or ADJ	100.00
genpre	SUN LIFE PRE TAX	92.38	hr125	HEALTH REIMBURSEMENT	85.00
aflaft	AFLAC POST TAX	74.54	uw	UNITED WAY	65.00
colpre	COLONIAL LIFE INS. PRE TAX	14.40	garnfe	GARNISHMENT FEE	1.50
			Totals:		64,589.28

Benefit Code and Description		Amount	Benefit Code and Description		Amount
medpre	HEALTH INSURANCE PRE TAX	84,780.00	pers2	PERS 2 RETIREMENT	18,804.03
socsec	SOCIAL SECURITY	11,515.66	l&i	L&I - SELF INSURED	5,559.92
401a	401A DEFERRED COMPENSATION	3,339.25	medtx	MEDICARE TAX	2,693.25
pers3	PERS 3 RETIREMENT	1,270.87	fmlatx	WA Paid Family & Medical Leave	427.72
vebahr	HRA VEBA	400.00	unemp	UNEMPLOYMENT	193.31
genpre	SUN LIFE PRE TAX	86.00	perscu	PERS RETIREMENT CATCH UP	-0.12
			Totals:		129,069.89

pyLDFnd
01/04/2023 11:13:17AM
Check Date: 01/10/2023

Labor Distribution Totals By Fund
CLALLAM COUNTY
12/16/2022 to 12/31/2022-1 Cycle s

Page: 9

Fund Worked : - Totals -
Emps : 65

Grand Total Gross Earnings:	196,239.54	6,267.40
Grand Total Deductions:	64,589.28	
Grand Total Net:	131,650.26	



1C
JAN 17 2023

BOARD of CLALLAM COUNTY COMMISSIONERS

MINUTES for the week of January 9 – 13, 2023

WORK SESSION – 9 a.m.

The work session convened at 9 a.m., Monday, January 9, 2023. Present were Commissioners Ozias, Johnson, and French and Administrator Sill.

Items of discussion per the agenda published January 5 were:

- Calendar/Correspondence
- Request for qualifications to be received no later than Tuesday, February 14, 2023 at 10 a.m. for 2023 Architecture Engineering Consulting Services
- Agreement with Washington State Department of Commerce for STOP Violence Against Women Formula Grant Program
- Call for hearing to be held Tuesday, February 7, 2023 at 10:30 a.m. regarding proposed sale of surplus property
- Request for proposals / qualifications to be received no later than Monday, March 6, 2023 at 3 p.m. for Homelessness Program Funding Proposal 2023
- Resolution to initiate a county road project designated as CRP C1260, Traffic Control Devices
- Resolution authorizing action on Current Use Assessment CUA applications pursuant to Clallam County Code Chapter 27.08, Open Space
- Agreement with Department of Ecology for expansion of the Olympia oyster populations in Sequim Bay
- Agreement with North Olympic Land Trust for Conservation Futures - Dungeness Hub Project
- Code Enforcement Discussion
- Letter to Washington State Department of Transportation suggesting quarterly attendance to work session meetings
- Climate Change Discussion

Meeting concluded at 11:05 a.m.

EXECUTIVE SESSION – January 9, 2023 at 1:45 p.m.

Pursuant to RCW 42.30.110, an executive session will be held at 1:45 p.m., Monday, January 9, 2023 in the Commissioners Board Room, 223 East 4th Street, Port Angeles, Room 160. No Zoom option will be available.

The Prosecuting Attorney's Office will provide an update to the Board of County Commissioners on pending civil litigation involving Clallam County.

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

The Board convened in open session at 1:45 p.m. to discuss pending civil litigation involving Clallam County. Present were Commissioners Ozias, Johnson, and French, Human Resources / Administrator Sill, Human Resources / Deputy Administrator Reyes, Prosecuting Attorney Nichols, Chief Civil Deputy Prosecuting Attorney Stanley, and Deputy Prosecuting Attorney Boughton.

ACTION TAKEN: CRJm to recess to executive session for 1 hour, CMFs, mc

Board recessed into executive session at 1:46 p.m.

Board convened in open session at 2:44 p.m. and CMO noted the executive session will be extended for an additional 45 minutes

Board convened in open session at 3:30 p.m. and CMO noted the executive session will be extended for an additional 15 minutes and CMF will be leaving the room due to conflict

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of January 9 – 13, 2023
Page 2

Board convened in open session at 3:45 p.m. and CMO noted no action will be taken

Meeting concluded at 3:45 p.m.

REGULAR MEETING OF THE BOARD OF CLALLAM COUNTY COMMISSIONERS

Chair Ozias called the meeting to order at 10 a.m., Tuesday, January 10, 2023. Also present were Commissioner Johnson and French and Administrator Sill.

REQUEST FOR MODIFICATIONS/APPROVAL OF AGENDA

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

CONSENT AGENDA

1a Approval of payroll for the periods ending December 15 and December 27

1b Approval of minutes for the week of December 26

ACTION TAKEN: CRJm to adopt the consent agenda, CMFs, mc

REPORTS AND PRESENTATIONS

- CRJ commented on Olympic Area Agency on Aging
- CMO commented on Legislative Steering Committee update, Transportation Commission – Simdars, Clallam County Elected Officials Team, changes to offsite meetings RCW, OlyCap Board

CONTRACTS AND AGREEMENTS

2a Agreement amendment 1 with John Paul Knox dba KnoxWorks for Housing Solutions Committee project management and policy support

ACTION TAKEN: CRJm to approve, CMFs, mc

2b Agreement amendment 1 with Public Works for Hotel/Motel Tax Funds 2023 – Olympic Discovery Trail Improvement Project

ACTION TAKEN: CRJm to approve, CMFs, mc

ADMINISTRATION

3a Resolution designating Commissioner involvement on advisory boards 2023

ACTION TAKEN: CRJm to adopt, CMFs, mc

3b Request for proposals / qualifications to be received no later than Monday, March 6, 2023 at 3 p.m. for Homelessness Program Funding Proposal 2023

ACTION TAKEN: CRJm to adopt, CMFs, mc

PUBLIC COMMENT

- Ed Chadd, Port Angeles commented on housing and homeless issues, Climate Change Plan
- Paul Pickett, Port Angeles commented on Streamkeepers, Olympic Discovery Trail, Climate Change Plan
- Ed Telenick, Sequim commented on Code Enforcement, Hearings Examiner
- Kenneth Reandeau, Port Angeles commented on the community, greenhouse gas emissions, Climate Change Plan, Code Enforcement, Planning Commission, Department of Community Development Director support

Meeting concluded at 11:01 a.m. and continued to an executive session to be held on Wednesday, January 11, 2023 at 8:30 a.m. discuss potential campground and day use area for the West End.

BOARD of CLALLAM COUNTY COMMISSIONERS
MINUTES for the week of January 9 – 13, 2023
Page 3

EXECUTIVE SESSION – January 11, 2023 at 8:30 a.m.

Pursuant to RCW 42.30.110, an executive session will be held at 8:30 a.m., Wednesday, January 11, 2023 in the Commissioners Board Room, 223 East 4th Street, Port Angeles, Room 160. No Zoom option will be available.

The Parks Department would like to discuss a potential campground and day use area for the West End.

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

The Board convened in open session at 8:33 a.m. to discuss potential campground and day use area for the West End. Present were Commissioners Ozias, Johnson, and French, Human Resources / Administrator Sill, Right-of-way agent Capps, Right-of-way agent Moore, Parks Fair and Facilities Crawford, and Deputy Prosecuting Attorney Boughton.

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

Board recessed into executive session at 8:35 a.m.

Board convened in open session at 9:05 a.m. and CMO noted no action will be taken

Meeting concluded at 9:05 a.m. and continued to 9 a.m., Tuesday, January 17, 2023.

There are no Zoom chat logs for the week of January 9.

The Board of Commissioners attended WSAC Virtual Update, Coffee with Colleen, KONP Radio Show and KSQM Radio Show, WSAC Virtual Legislative Update during the week of January 9.

PASSED AND ADOPTED this 17th day of January 2023.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Mike French

KEY TO ABBREVIATIONS:

ARS Administrator Rich Sill
CMO Commissioner Mark Ozias
CRJ Commissioner Randy Johnson
CMF Commissioner Mike French

m moved
mc motion carried
s seconded



AGENDA ITEM SUMMARY

JAN 17 2023

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 1-9-2023

REGULAR AGENDA ☒ Meeting Date: 1-17-2023

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:

The Board of Commissioners is requesting that Washington State Department of Transportation (WSDOT) schedule and attend a work session at least quarterly for the next few years as a series of highly-impactful projects are completed and/or planned during the next several years along the Highway 101 Corridor. The Board will review a letter to Washington State Department of Transportation (WSDOT) suggesting the regular check-ins as a way to improve communication with the wide variety of interested jurisdictions, local governments, Tribal governments, transit agencies, law enforcement and first responders, businesses and residents who will be impacted by these important 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?** ☐
None.

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

Approval of letter to Washington State Department of Transportation (WSDOT) suggesting regular check-ins

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: 12-27-22

* 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)



MARK OZIAS, District 1, Chair
RANDY JOHNSON, District 2
MIKE FRENCH, District 3

Board of Clallam County Commissioners

223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
360.417.2233 Fax: 360.417.2493
Email: commissioners@clallamcountywa.gov

RICH SILL, County Administrator

File: A72

January 17, 2023

Mr. Steve Roark
Regional Administrator, Olympic Region
Washington State Department of Transportation
7407 – 31st Ave NE
Lacey, WA 98516

Dear Mr. Roark,

Thank you and your team for doing all that you can to coordinate with the wide variety of interested jurisdictions, Tribal Governments, tourism and event planners, business owners and local residents as Washington State Department of Transportation (WSDOT) plans for the variety of important and impactful projects scheduled along the Highway 101 corridor across the Olympic Peninsula during the next several years.

In order to facilitate regular and ongoing communication we would like to invite you and your team to attend meetings of the Clallam County Board of Commissioners on a regular basis as these projects unfold. Our hope is that these meetings can serve as a "one-stop" opportunity for information-sharing among the many constituencies who will be interested to follow these projects as they are planned and executed.

We are open to your thoughts on the pacing of these meetings, but perhaps beginning with quarterly check-ins would be a good start. Once we have some dates on the calendar our office will share them widely so that we see good participation. Of course we realize that these more general, informational update meetings will not take the place of the more detailed planning that you will do with individual jurisdictions.

We anticipate the need for careful and detailed planning around the Port Angeles-area fish passage barrier projects, as well as for the Elwha River Bridge replacement and the completion of the Simdars interchange. In some cases there will be no alternate route so we will want to facilitate coordination with Clallam Transit, law enforcement and first responders and our business community at the earliest opportunity. This is true even for events that aren't directly in our county but that greatly impact county residents such as work on the Hood Canal Bridge and/or on Highway 101 roundabouts.

While we know you are already aware of the interests of our local tourism/event community we do want to be sure that you are also aware of the interests and needs of our business community as you develop and plan additional projects. For example, Hermann Brothers averages about 100 trips/between Port Angeles and Tacoma every day. If these trucks experience delays of 20-30 minutes each direction (due to construction slowdowns or, eventually, slowdowns related to new roundabouts) it is likely that a single driver will no longer be able to make two runs each day due to drive hour limitations. This additional hour comes both at a financial cost (about \$165/hour) as well as an efficiency cost as additional trucks will need to be running to maintain the same level of activity. This is but one example of a Peninsula business that will need as much advance notice as possible to develop effective mitigation strategies.

We truly appreciate WSDOT's focus on our region and all local partners are very supportive of the suite of planned projects. Thank you in advance for considering scheduling a regular check-in; assuming this strategy makes sense to you our staff will schedule the meetings for dates and times that work for you. Our work sessions are held every Monday morning.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French



AGENDA ITEM SUMMARY

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

2a

JAN 17 2023

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date:** 01/9/2023

REGULAR AGENDA ☒ **Meeting Date:** 01/17/2023

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 117.23.001 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

2023 STOP Violence Against Women Formula Grant. Total for 2022 is \$16,417.

The funds from this grant will cover a portion of the salary for a Victim Witness Coordinator to better serve victims of domestic violence, sexual assault, dating violence, and stalking.

****PLEASE NOTE FINAL SIGNATURE WILL BE FILED ELECTRONICALLY****

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. These grant funds are already addressed in the 2023 Budget.

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

Approve and electronically sign all required pages.

County Official signature & print name: Mark Nichols Mark Nichols

Name of Employee/Stakeholder attending meeting: Christi Wojnowski

Relevant Departments: Prosecuting Attorney's Office

Date submitted: 1/4/2023

* 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)



Federal Interagency Agreement with

Clallam County Prosecuting Attorney's Office

through

**Office of Crime Victims Advocacy
Community Services Division**

**Grant Number:
F22-31103-070**

For

**STOP Violence Against Women Formula Grant Program, grant pass
through allocation to improve the community response to violence against
women.**

Dated: Sunday, January 1, 2023



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Face Sheet

Grant Number: F22-31103-070

**Community Services Division, Office of Crime Victims Advocacy
FFY 2022 Violence Against Women STOP Grant Program**

☒ Subrecipient
☐ Contractor

1. Grantee CLALLAM, COUNTY OF DBA PROSECUTING ATTORNEY, 223 E 4TH ST STE 3 PORT ANGELES, WA 98362		2. Grantee Doing Business As (as applicable) Clallam County Prosecuting Attorney's Office	
3. Grantee Representative Christi Wojnowski Manager of Administration & Support (360) 417-2297 cwojnowski@co.clallam.wa.us		4. COMMERCE Representative Lisa Lipsey Program Manager (564) 669-3830 lisa.lipsey@commerce.wa.gov	
5. Grant Amount \$16,417.00		6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐	
7. Start Date 01/01/2023		8. End Date 12/31/2023	
9. Federal Funds (as applicable) \$16,417.00		Federal Agency: <u>ALN</u> Department of Justice, OVW	
10. Tax ID # N/A		11. SWV # SWV0000200-12	
12. UBI # 601639015		13. UEI # JV6JJNELRBS5	
14. Grant Purpose STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Certification of Compliance with Federal Regulations, Attachment "B" – U.S. Department of Justice Certified Standard Assurances, Attachment "C" – EEOP Compliance Certification Form, Attachment "D" – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters, Attachment "E" – Requirement to Report Actual or Imminent Breach of Personally Identifiable Information, Attachment "F" – Scope of Work, Attachment "G" – Budget			
FOR GRANTEE Mark Nichols Prosecuting Attorney Name, Title _____ Signature _____ Date		FOR COMMERCE _____ Diane Klontz, Deputy Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Grantee enter into this Grant pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 09/17/2020

Federal Award Identification Number (FAIN): 2020-WF-AX-0054

Total amount of the federal award: \$3,415,734.00

Total amount of federal award 2020-WF-AX-0054 funding in this grant: \$0.00

Awarding official: Allison Randall, Acting Director (202) 307-6026

Federal Award Date: 09/1/2021

Federal Award Identification Number (FAIN): 15JOVW-21-GG-00548-MUMU

Total amount of the federal award: \$3,449,421.00

Total amount of federal award 15JOVW-21-GG-00548-MUMU funding in this grant: \$11,417.00

Awarding official: Allison Randall, Acting Director (202) 307-6026

Federal Award Date: 09/13/2022

Federal Award Identification Number (FAIN): 15JOVW-22-GG-00458-STOP

Total amount of the federal award: \$3,060,210.00

Total amount of federal award 15JOVW-22-GG-00458-STOP funding in this grant: \$5,000.00

Awarding official: Allison Randall, Acting Director (202) 307-6026

The Grantee agrees that all materials and publications (written, web-based, visual, or any other format) resulting from grant activities shall contain the following statements:

"This project was supported by Subgrant No. **F22-31103-070** awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

Grant funds are administered by the Office of Crime Victims Advocacy, Community Services Division, Washington State Department of Commerce.

3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 C.F.R. Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in Uniform Guidance 2 C.F.R. 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.



If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the Federal Audit Clearinghouse.

5. **BILLING PROCEDURES AND PAYMENT**

The Grantee shall submit all requests for reimbursement on the Invoice Voucher (A-19) form provided by OCVA program staff.

Invoices shall be submitted at least quarterly, but not more often than monthly, on the Invoice Voucher (A-19) Forms. The Invoice Voucher shall be submitted to Lisa Lipsey, Program Manager, Office of Crime Victims Advocacy, Post Office Box 42525, Olympia, Washington 98504-2525. Invoices can also be submitted electronically by email to lisa.lipsey@commerce.wa.gov or via Secure Access Washington to the Commerce Contract Management System (CMS).

COMMERCE will pay Grantee upon acceptance of program activities provided and receipt of properly completed invoices.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Financial Grants Management Guide, which can be found at: <https://www.ojp.gov/doj-financial-guide-2022>.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

6. **COMPENSATION**

COMMERCE shall pay an amount not to exceed **\$ 16,417.00** for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment F – Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment G – Budget.

Grantee shall provide a non-federal match. The total match to be provided shall be at least **\$ 5,473.00** unless otherwise agreed upon and fulfilled by STOP Grant county partners. Match funds may be expended in a greater proportion to grant funds, however, all match funds must be expended prior to the close of this Grant. An expended amount of match funds must be identified on the invoice voucher form provided by COMMERCE.

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.



Payment will be on a reimbursement basis only.

Consultant/contractor fees may not exceed \$650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed \$81.25 per hour for less than an eight-hour day. Grantees are required to maintain documentation to support all daily or hourly rates.

Travel expenses incurred or paid by the Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the state of Washington Office of Financial Management Travel Regulations. Travel expenses are included in the maximum grant amount for this Grant. Current rates for travel may be accessed using the following link:

<https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>.

7. CONFERENCES, MEETINGS, AND TRAININGS

The Grantee, and any Subgrantee, must comply with all applicable laws, regulations, policies, and official Department of Justice (DOJ) guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ, including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the Office of Violence Against Women (OVW) website at <https://www.justice.gov/ovw/conference-planning>.

OVW Training Guiding Principles

The Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/grantees#Resources>.

Food and Beverage Costs

The Grantee agrees STOP Formula Grant Program funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or otherwise within the context of victim services where it is necessary and integral to providing services to enhance victim safety. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: <https://www.justice.gov/ovw/page/file/1008816/download>.

8. DEBARMENT

A. Grantee, defined as the primary participant and its principals, certifies by signing these Special Terms and Conditions that to the best of its knowledge and belief that they:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
- iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.



- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Grantee may contact COMMERCE for assistance in obtaining a copy of these regulations.

9. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

10. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

11. GRANT MODIFICATION

Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, COMMERCE may, by written notification to the Grantee and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Grant. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this Grant to the contrary, at any time during the Grant period, COMMERCE may analyze Grant expenditures as a proportion of the Grant budget. If COMMERCE determines, in its sole discretion, that the Grant funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the Grant to reduce the balance of the Grant budget. Funds de-



obligated by COMMERCE as a result of a budget reduction may be made available to other Grantees for the provision of eligible program activities.

12. INDIRECT COSTS

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) may be used.

13. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

14. NON-COMPLIANCE WITH NON-DISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this Grant may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant.

15. NON-SUPPLANTING

The Grantee agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this Grant. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this Grant, recoupment of monies provided under this Grant, and civil and/or criminal penalties.

16. POLITICAL ACTIVITIES

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 U.S.C. 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

17. POTENTIAL FRAUD, WASTE, ABUSE, AND SIMILAR MISCONDUCT

The Grantee agrees to promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information



is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

18. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

All Grantees must establish procurement policies and procedures in accordance with 2 C.F.R. Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

- A.** A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
- B.** Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C.** Minimum procedural requirements, as follows:
 - i.** Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii.** Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii.** Positive efforts shall be made to use small and minority-owned businesses.
 - iv.** The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v.** Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi.** Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii.** Procurement records and files for purchases shall include all of the following:
 - 1)** Subcontractor selection or rejection.
 - 2)** The basis for the cost or price.
 - 3)** Justification for lack of competitive bids if offers are not obtained.
 - viii.** A system for contract administration to ensure subcontractor conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
- D.** Grantee and Subgrantee must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

19. REPORTING

The Grantee shall submit an annual progress report electronically on a form provided by COMMERCE for the work performed. The electronic report is due to COMMERCE **January 15, 2024** (for the performance period January 1, 2023 through December 31, 2023). The Grantee shall maintain documentation and records that support the progress report.



20. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, Grantees are required to make reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at www.lep.gov.

21. STATUTORY AND REGULATORY REQUIREMENTS

The Grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, Violence Against Women Act of 2000, P.L. 106-386, Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 C.F.R. Part 90.

22. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees/subcontractors and the portion of Grant funds expended for work performed by subgrantees/subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees/subcontractors. "Subgrantees/subcontractors" shall mean subgrantees of any tier.

23. VAWA 2013 NON-DISCRIMINATION PROVISION

The Grantee acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this Grant. Grantees may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the programs, so long as the Grantee provides comparable services to those who cannot be provided with sex-segregated or sex-specific programming. The Grantee agrees that it will comply with this provision.

24. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- Attachment A: Certification of Compliance with Federal Regulations
- Attachment B: U.S. Department of Justice Certified Standard Assurances
- Attachment C: EEOP Compliance Certification Form
- Attachment D: Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters
- Attachment E: Requirement to Report Actual or Imminent Breach of Personally Identifiable Information



- Attachment F: Scope of Work
- Attachment G: Budget
- General Terms and Conditions
- Application for Funding as submitted and approved by COMMERCE



General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant or contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- J. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.



3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grant without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and



represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

11. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by



COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten (10) calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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

15. SUBGRANTING

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

16. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Subgrantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.



COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and



- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or subgrantees/subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Certification of Compliance with Federal Regulations

All OVW award recipients, and any subrecipient ("subgrantee") at any tier, must comply with the requirements below. In addition, the general terms and conditions applicable to all OVW grants and cooperative agreements are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

1. Part 200 Uniform Requirements and Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: *Applicability of Part 200 Uniform Requirements and Compliance with DOJ Grants Financial Guide*), and are incorporated by reference here.

2. Requirements related to System for Award Management and unique entity identifiers

Grantees may not receive a grant unless they have obtained a Unique Entity Identifier from the System for Award Management (SAM), currently at <https://www.sam.gov>. Recipients are not required to maintain an active SAM registration, but must obtain a Unique Entity Identifier. Recipients must provide their Unique Entity Identifier when requested.

3. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

5. Determinations of suitability to interact with participating minors

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.



6. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Parts 42, 38, and 54

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient (subgrantee) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

7. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

8. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact OVW for guidance.

9. Employment eligibility verification for hiring under the award

The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. § 1324a(a)(1) and (2). The details of the recipients obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: *Employment eligibility verification for hiring under award*), and are incorporated by reference here.



10. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, grant, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

11. Confidentiality and information sharing

The recipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 C.F.R. 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

12. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

13. Unreasonable restrictions on competition under the award; association with the federal government

No recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by DOJ. The details of the recipient's obligations under this condition are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Unreasonable restrictions on competition under the award; association with federal government), and are incorporated by reference here.

**14. Notification of Findings of Discrimination or Non-Compliance**

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the recipient, or a program partner or participant receiving contract funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the Department of Commerce (COMMERCE).

The recipient, and any subrecipient ("subgrantee") at any tier, shall include a statement clearly stating whether or not the finding is related to any contract activity supported with a contract in which U.S. Department of Justice funds are involved, and identify all open contracts utilizing U.S. Department of Justice funding by contract number and program title.

15. Copyrighted Works

Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

As the duly Authorized Representative of the Grantee, I hereby certify that the Grantee (and any subgrantees) will comply with the above regulations, as applicable

Clallam County Prosecuting Attorney's Office
Agency Name

Mark Nichols

Prosecuting Attorney

Name of Authorized Official

Title of Authorized Official



12/27/22

Signature of Authorized Official

Date



Attachment B: U.S. Department of Justice Certified Standard Assurances

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

1. I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
2. I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
3. I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--
 - A. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - B. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - C. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
4. The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--
 - A. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - B. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
 - C. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
 - D. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.



5. The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).
6. I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).
7. I assure that the Applicant will give the Department and the Government Accountability Office, through any Authorized Representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.
8. I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—
 - A. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - B. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
9. If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).
10. If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Clallam County Prosecuting Attorney's Office
Agency Name

Mark Nichols

Prosecuting Attorney

Name of Authorized Official

Title of Authorized Official

Mark Nichols

12/27/22

Signature of Authorized Official

Date



Attachment C

Attachment C: EEOP Compliance Certification Form

Recipient's Name: Clallam County Prosecuting Attorney's Office	
Address: DBA PROSECUTING ATTORNEY 223 E 4TH ST STE 3, PORT ANGELES, WA 98362	
Is agency a ☐ Direct or ☒ Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? ☐ Yes ☐ No
UEI Number: JV6JJNELRBS5	Vendor Number (only if direct recipient): N/A
Name and Title of Contact Person: Christi Wojnowski, Manager of Administration & Support	
Telephone Number: (360) 417-2297	E-Mail Address: cwojnowski@co.clallam.wa.us

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- ☐ Less than fifty employees.
 ☐ Indian tribe.
 ☐ Medical Institution.
 ☐ Nonprofit Organization.
 ☐ Educational Institution.
 ☐ Receiving an award less than \$25,000

I, _____ [responsible official], certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that _____ [recipient] will comply with all applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from EEOP Submission Requirement and Certifying That an EEOP is on File for Review

If a recipient has fifty or more employees and is receiving a single award or, subaward of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Tammy Sullenger [responsible official], certify that Clallam County [recipient] Which has fifty or more employees and is receiving a single award for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 C.F.R. pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:
Clallam County Human Resources

[organization],
223 E 4th Street, Suite 16, Port Angeles, WA 98362

[address].

Tammy Sullenger, HR Analyst
Print or Type Name and Title

Tammy Sullenger
Signature

12/23/2022
Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award or subaward of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 C.F.R. pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

Print or Type Name and Title

Signature

Date



Attachment D: Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the non-disclosure of classified information.

1. In accepting this award, the recipient—
 - A. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - B. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—
 - A. it represents that—
 - 1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - 2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - B. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Clallam County Prosecuting Attorney's Office

Agency Name

Mark Nichols

Prosecuting Attorney

Name of Authorized Official

Title of Authorized Official

Mark Nichols

12/27/22

Signature of Authorized Official

Date



Attachment E: Requirement to Report Actual or Imminent Breach of Personally Identifiable Information

The Grantee (and any Subgrantee) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130).

The Grantee's breach procedures must include a requirement to report actual or imminent breach of personally identifiable information to the Authorized Representative identified on the Face Sheet of this Grant no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Subgrantee's breach procedures must include a requirement to report actual or imminent breach of personally identifiable information to the Grantee no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Grantees (and any Subgrantee) are prohibited from disclosing, revealing, or releasing personally identifying information or individual information collected in connection with services requested, utilized, or denied through the Grantee's (and any Subgrantee's) programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected (34 U.S.C. § 12291(b)(2)).

As the duly Authorized Representative of the Grantee, I hereby certify that the Grantee (and any Subgrantee) will comply with the above requirements. I also understand, as part of grant monitoring, OCVA staff may request a copy of Grantee's breach procedures.

Clallam County Prosecuting Attorney's Office
Agency Name

Mark Nichols

Prosecuting Attorney

Name of Authorized Official

Title of Authorized Official



12/27/22

Signature of Authorized Official

Date



Attachment F: Scope of Work

January 1, 2023 through December 31, 2023

Clallam County Prosecuting Attorney's Office shall provide staff and furnish goods and services necessary to accomplish the activities under the STOP Violence Against Women Formula Grant Program during the Grant period.

This Grant is not a Benefit or Entitlement to the Grantee. It is not to be used to acquire property or services for the state government's direct benefit. The principle purpose of this Grant is to provide funding for Clallam County Prosecuting Attorney's Office to accomplish a public purpose.

Funding from this Grant must be used to support the Grantee's STOP Violence Against Women Formula Grant Program. Grantee must ensure that activities funded under this Grant program are available to adult or youth victims (ages 11 or older) of domestic violence, sexual assault, stalking or dating violence during Grantee's regular business hours and shall include, but not be limited to:

- system-based advocacy on behalf of the victim;
- information and support for victims;
- assistance with obtaining protection orders or other court documents;
- assistance with restitution;
- assistance in accessing Crime Victims Compensation benefits;
- notification of hearings and other relevant events;
- referrals to other agencies which can provide information for a victim;
- active collaboration with victim services and law enforcement to ensure a supportive and strong coordinated response for victims of domestic violence, sexual assault, dating violence, and/or stalking; and
- ensuring that goods and services, supplies or direct costs supported by this grant program are related to issues involving adult or youth victims (ages 11 or older) of domestic violence, sexual assault, dating violence and/or stalking.

Services provided must be consistent with current state and federal laws and mandates.

Outreach, Public Awareness and Education Activities

Grant funds may only be used to support, inform, and outreach to victims about available services. Grantee agrees Grant funds will not be used to conduct public awareness or community education campaigns or related activities.

Coordinated Community Response Team

The Grantee and Subgrantees, if applicable, shall participate at least quarterly, in the county's Coordinated Community Response Team to increase the safety of victims of domestic violence, sexual assault, dating violence and/or stalking and hold offenders accountable. OCVA Program Staff may conduct periodic checks for compliance with participation in the CCR Team. Noncompliance may result in suspension of payments to Grantee under this Grant.

Victim Safety and Recovery

The Grantee and Subgrantees, if applicable, agree that these funds will not support activities that compromise victim safety and recovery and undermine offender accountability, such as:

1. Procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion,

sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, income or lack of income, or the age and/or sex of their children.

2. Procedures or policies that compromise the confidentiality of information and/or privacy of persons receiving services.
3. Procedures or policies that require victims to take certain actions (e.g., seek an order of protection, receive counseling, participate in couples counseling or mediation, report to law enforcement, seek civil or criminal remedies) in order to receive services.
4. Procedures or policies that fail to include conducting safety planning with victims.
5. Project designs, products, services, and/or budgets that fail to account for the unique needs of individuals with disabilities, with limited English proficiency, or who are Deaf or hard of hearing, including accessibility for such individuals.

The Office on Violence Against Women (OVW) does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Deliverables

The Grantee shall be responsible for the following deliverables:

1. Participation in coordinated community response meetings at least quarterly – As detailed above
2. Reports – As described in Section 19 of the Special Terms and Conditions
3. Vouchers – Must be submitted at least quarterly

Performance Measures

Provision of the deliverables listed above will be measured using the following performance measures:

1. Participation in at least 75% of coordinated community response meetings
2. 100% of required reports will be submitted on time
3. 90% of vouchers will be completed on time



Attachment G: Budget

January 1, 2023 through December 31, 2023

<u>Budget Category</u>	<u>Amount</u>
Salaries	\$ 16,417.00
Total Grant	\$ 16,417.00
Match	\$ 5,473.00
Total Project	\$ 21,890.00

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

The cost of allowable equipment purchased with these funds must be prorated to Grant activity usage, unless items are used 90% or more on Grant activities. Equipment authorized to be purchased with Grant funds must be documented in an inventory system indicating, at a minimum, date of purchase, quantity, and distribution. Equipment must also be purchased within the first quarter of the Grant.

Printing of Materials: OCVA must forward requests to print brochures, billboards, and other publications to the Office on Violence Against Women not less than twenty (20) days prior to public release of the materials. If approved, the printing must be completed within the first three (3) months of the Grant.

Food and Beverage Costs: The Grantee agrees Grant funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or otherwise within the context of victim services where it is necessary and integral to providing services to enhance victim safety. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: <https://www.justice.gov/ovw/page/file/1008816/download>.

Consultant/contractor fees may not exceed \$650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed \$81.25 per hour for less than an eight-hour day. Grantees are required to maintain documentation to support all daily or hourly rates.

No Grant funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. However, this does not apply to law enforcement agencies or any other entity carrying out criminal investigations, prosecution, or adjudication activities.



DocuSign Contract Review and Routing Form

Office of Crime Victims Advocacy

Reviewed by:	Title:	I verify that I have:	Date:
Cheryl Rasch	Grant Manager	Proofed documents	12/12/2022 8:06 AM PST
Jodine Honeysett	Section Manager	Matched approved Obligation Summary Memo and Allocation Spreadsheet Reviewed entry and coding in CMS	12/12/2022 8:37 AM PST
Richard Torrance	Assistant or Managing Director	Correct template from IntraCOM has been used OR Documentation has been included with reason for exception	12/12/2022 12:57 PM PST

Use if Grant Manager needs to verify Grantee submission before Assistant Director's signature

Reviewed by:	Title:	I verify that I have:	Date:
	Grant Manager	Checked that Grantee has completed all required certifications and/or forms	

Certificate Of Completion

Envelope Id: F779FCCCF1EE419982FBF8A2FCE0F4D0

Status: Sent

Subject: Complete with DocuSign: OCVA - STOP FY22 Local Government Grant # F22-31103-070

Division:

Community Services and Housing

Program: OCVA

ContractNumber: F22-31103-070

DocumentType: Contract

Source Envelope:

Document Pages: 31

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kelly Tracy

AutoNav: Enabled

1011 Plum Street SE

EnvelopeId Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

kelly.tracy@commerce.wa.gov

IP Address: 198.239.10.209

Record Tracking

Status: Original

12/9/2022 12:01:52 PM

Holder: Kelly Tracy

Location: DocuSign

kelly.tracy@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events

Cheryl Rasch

cheryl.rasch@commerce.wa.gov

Security Level: Email, Account Authentication
(None)**Signature****Completed**

Using IP Address: 147.55.149.251

Timestamp

Sent: 12/9/2022 12:04:55 PM

Viewed: 12/12/2022 8:03:54 AM

Signed: 12/12/2022 8:06:23 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jodine Honeysett

jodine.honeysett@commerce.wa.gov

Security Level: Email, Account Authentication
(None)**Completed**

Using IP Address: 198.239.106.211

Sent: 12/12/2022 8:06:26 AM

Viewed: 12/12/2022 8:34:05 AM

Signed: 12/12/2022 8:37:19 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Richard Torrance

richard.torrance@commerce.wa.gov

Washington State Department of Commerce

Security Level: Email, Account Authentication
(None)**Completed**

Using IP Address: 147.55.134.84

Sent: 12/12/2022 8:37:21 AM

Viewed: 12/12/2022 12:56:58 PM

Signed: 12/12/2022 12:57:05 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mark Nichols

mark.nichols@clallamcountywa.gov

Prosecuting Attorney

Clallam County

Security Level: Email, Account Authentication
(None)

Sent: 12/12/2022 12:57:09 PM

Viewed: 12/13/2022 10:59:04 AM

Electronic Record and Signature Disclosure:

Accepted: 12/13/2022 10:59:04 AM

ID: 0019e53c-4162-43d5-b5c1-160aa95c9504

Signer Events**Signature****Timestamp**

Diane Klontz

diane.klontz@commerce.wa.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/9/2022 12:04:55 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

2b



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

Department:

PCD

WORK SESSION

☐

Meeting Date:

1/9/2023

REGULAR AGENDA

☐

Meeting Date:

1/17/2023

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

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # OTGP-2023-CLCoCD-00003

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

This is a one time 2023 NOAA Congressionally Directed Spending funding being administered through WA Ecology Northwest Straits Marine Conservation Initiative FY22. Clallam County Marine Resource Committee (MRC) will enhance substrate for recruitment of the Olympia oyster populations in Sequim Bay by placing shell on tidelands located at Jamestown S'Klallam Tribal Tidelands near Sequim, WA. Clallam County MRC and Jamestown S'Klallam Tribe are working together to restore Olympia oysters on approximately two acres of current restoration area and one acre of new restoration area. The overall goal of this project is to expand the Olympia oyster populations in Sequim Bay, WA.

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

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

Please sign the contract on DocuSign. A link will be sent to commissioner Ozias. The Department of Ecology does not want a signature on paper.

County Official signature & print name:

Handwritten signature of Bruce W. Smith in blue ink.

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments:

PCD

Date submitted: 12/13/2022

* 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)



Agreement No. OTGP-2023-CICoCD-00003

ONE TIME GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY

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, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Clallam County Marine Resources Committee Projects
Total Cost:	\$96,650.00
Total Eligible Cost:	\$96,650.00
Ecology Share:	\$96,650.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2023
The Expiration Date of this Agreement is no later than:	12/31/2023
Project Type:	Ecology Grant

Project Short Description:

Clallam County Marine Resources Committee (MRC) (RECIPIENT) will enhance substrate for recruitment of the Olympia oyster populations in Sequim Bay by placing shell on tidelands located at Jamestown S’Klallam Tribal Tidelands near Sequim, Washington.

Project Long Description:

The RECIPIENT and Jamestown S’Klallam Tribe are working together to restore Olympia oysters on approximately two acres of current restoration area and one acre of new restoration area. This new area will be based on the current spatial distribution of oyster recruitment throughout the tideland or area that has good habitat.

Overall Goal:

The goal of this project is to expand the Olympia oyster populations in Sequim Bay, Washington.

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

RECIPIENT INFORMATION

Organization Name: Clallam County

Federal Tax ID: 91-6001298

Mailing Address: 223 East 4th Street
Port Angeles, WA 98362

Physical Address: 223 East 4th St, Suite 6
Port Angeles, Washington 98362

Organization Fax: (360) 417-2513

Contacts

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

Project Manager	Rebecca Mahan MRC Coordinator 223 East 4th Street Suite 5 Port Angeles, Washington 98362 Email: rebecca.mahan@clallamcountywa.gov Phone: (360) 417-2322
Billing Contact	Lori Kennedy 223 E. 4th Street, Suite 5 Port Angeles, Washington 98362 Email: lkennedy@co.clallam.wa.us Phone: (360) 417-2354
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mozias@co.clallam.wa.us Phone: (360) 417-2000

State of Washington Department of Ecology
Agreement No: OTGP-2023-CICoCD-00003
Project Title: Clallam County Marine Resources Committee Projects
Recipient Name: Clallam County

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Sasha Horst Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: horst@nwstraits.org Phone: (360) 428-1084
Financial Manager	Cindy James PO Box 47600 Olympia, Washington 98504-7600 Email: cjam461@ecy.wa.gov Phone: (360) 280-8645
Technical Advisor	Dana Oster Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: DAOS461@ecy.wa.gov Phone: (360) 428-1043

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

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

Washington State
Department of Ecology

Clallam County

By: _____

By: _____

Joenne McGerr

Date

Mark Ozias

Date

Shorelands

Commissioner

Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

SCOPE OF WORK

Task Number: 1

Task Cost: \$2,650.00

Task Title: 1. Project Administration and Management

Task Description:

A. The RECIPIENT shall provide necessary project oversight and coordination to complete the scope of work in compliance with this ECOLOGY grant agreement, which includes project coordination, administration, and management.

B. The RECIPIENT shall conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

C. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; submit ECOLOGY-approved deliverables; and submit the RECIPIENT Close Out Report (RCOR) by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant administration requirements.

Task Expected Outcome:

Properly maintained grant project documentation. Timely and complete submittal of quarterly Payment Requests / Progress Reports (PRPRs), grant deliverables, and the RECIPIENT Close Out Report (RCOR).

Recipient Task Coordinator: Rebecca Mahan**1. Project Administration and Management****Deliverables**

Number	Description	Due Date
1.1	Quarterly Payment Requests / Progress Reports. Upload in EAGL and notify ECOLOGY Project Manager.	
1.2	Recipient Close Out Report (RCOR). Complete in EAGL and notify ECOLOGY Project Manager.	12/31/2023

SCOPE OF WORK

Task Number: 2

Task Cost: \$94,000.00

Task Title: 2. Olympia Oyster Restoration

Task Description:

The RECIPIENT will collaborate with the Jamestown S'Klallam Tribe to develop a shell placement plan based on population assessment data, local knowledge, and recruitment data. The RECIPIENT will place a total of 200 cubic yards of shells in locations know to be successful for recruitment or ideal habitat.

The shell placement plan will be formulated based on six years of population assessments; a three-year recruitment study, that illustrates spatially how Olympia oysters have recruited outside of the three existing restoration sites, and local knowledge of the site. This data set will be used to determine where shells will be added outside the current three restoration sites, and GIS will be used to pinpoint specific spots for shell placement.

Placement of Pacific oyster shells will include field operations, with blank shell transferred onto a landing craft and positioned at pre-determined GPS locations. Shell bags will be placed by landing craft at high tide to be accessed at low tide for spreading shells by hand.

Task Goal Statement:

The goal of this project is to provide additional substrate for Olympia oyster recruitment through habitat enhancement using blank pacific oyster shells.

Task Expected Outcome:

Shells on the beach will naturally condition for the settlement of oysters. In subsequent years, monitoring will be conducted to determine whether Olympia oysters are settling on the new substrate.

Recipient Task Coordinator: Chris Burns

2. Olympia Oyster Restoration

Deliverables

Number	Description	Due Date
2.1	Quarterly progress reports. Upload in EAGL and notify ECOLOGY Project Manager.	
2.2	Shell placement plan. Upload in EAGL and notify ECOLOGY Project Manager.	07/07/2023
2.3	Final project report. Upload in EAGL and notify ECOLOGY Project Manager.	12/29/2023

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

BUDGET**Funding Distribution EG230118**

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: 2023 NOAA Congressionally Directed Spendi Funding Type: Grant
Funding Effective Date: 01/01/2023 Funding Expiration Date: 12/31/2023

Funding Source:

Title: WA ECY Northwest Straits Marine Conservation Initiative FY22

Fund: FD

Type: Federal

Funding Source %: 100%

Description: This award number NA22NMF4690358, to ECOLOGY, WASHINGTON STATE DEPARTMENT OF, supports the work described in the Recipient's proposal entitled, "WA ECY Northwest Straits Marine Conservation Initiative FY22" dated 06/24/2022, which is incorporated into the award by reference.

Federal Awarding Agency: NOAA

Federal Awarding Agency Contact: Desmond Gelman

Federal Awarding Agency Phone: (503) 530-0274

Federal Awarding Agency Email: desmond.gelman@noaa.gov

Federal Awarding Agency Address: NMFS West Coast Regional Office (WCRO) 1201 Northeast Lloyd Boulevard, Suite 1100 Portland OR 97232

CFDA Catalog Name: Congressionally Identified Awards and Projects

CFDA Number: 11.469

FAIN: NA22NMF4690358

Research Grant: No

Federal Award Date: 7/15/2022

Total Federal Award Amount: \$3,000,000.00

Federal Funds Obligated To Recipient: \$96,650.00

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

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

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

2023 NOAA Congressionally Directed Spending	Task Total
1. Project Administration and Management	\$ 2,650.00
2. Olympia Oyster Restoration	\$ 94,000.00

Total: \$ 96,650.00

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023 NOAA Congressionally Directed Spending	0.00 %	\$ 0.00	\$ 96,650.00	\$ 96,650.00
Total		\$ 0.00	\$ 96,650.00	\$ 96,650.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration (NOAA) Financial Assistance Awards

I. Scientific Integrity**A. General Guidelines**

1. **Maintaining Integrity.** The non-Federal entity shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

2. **Peer Review.** The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the non-Federal entity and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. **Primary Responsibility.** The non-Federal entity shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the non-Federal entity shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

By executing this grant, financial assistance award, or cooperative agreement the non-Federal entity provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

5. The non-Federal entity shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. **Initiating Investigation.** If the non-Federal entity or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants officer and, unless otherwise instructed, the non-Federal entity or subrecipient shall:

Agreement No: OTGP-2023-CICoCD-00003

Project Title: Clallam County Marine Resources Committee Projects

Recipient Name: Clallam County

- a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.
 - b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.
2. Finalizing Investigation. When the investigation is complete, the non-Federal entity shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the non-Federal entity adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the non-Federal entity finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

- a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and
- b. Coordinate remedial action with the grants officer.

II. Data Sharing Directive

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

1. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
2. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
3. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
4. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
5. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition,

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funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.

6. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

7. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

III. Audit Findings Follow-up and Corrective Action

In accordance with 2 C.F.R. §200.511 and the Commerce Terms, an auditee is responsible for follow-up and corrective action on all audit findings. For information on the summary of prior year audit findings and the corrective action plan, please also refer to §200.511(b) (1) (2), and (3) (i) (ii) (iii), and refer to §200.516 Audit findings, paragraph (c).

Paragraph (c) Corrective action plan of 2 C.F.R. §200.511 Audit Findings Follow-up, further states that at the completion of the audit, the auditee must prepare a corrective action plan to address each audit finding included in the current year auditor's reports. As defined in 2 CFR Part 200, a corrective action means action taken by the auditee that: (a) Corrects identified deficiencies; (b) Produces recommended improvements; or (c) Demonstrates that audit findings are either invalid or do not warrant auditee action. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons. NOAA as the cognizant, oversight, or Federal awarding agency of the auditee is responsible for follow-up on audit findings to ensure that the auditee takes appropriate and timely corrective action. As part of audit follow-up, NOAA must: (i) issue a management decision as prescribed in §200.521 Management decision; and (ii) monitor the recipient taking appropriate and timely corrective action. For additional information on applicable Federal agency responsibilities of NOAA for follow-up with corrective actions, see §200.513 Responsibilities.

IV. Audit Resolution

Recipients that expend \$750,000 or more in Federal funds during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with §200.501. As provided in §200.513, a Federal awarding agency is responsible for issuing a management decision for findings that relate to Federal awards it makes to recipients.

As further prescribed in DOC's Departmental Administrative Order (DAO) 213-5 and 2 C.F.R. Part 200 Subpart F, Department and operating unit personnel shall act promptly to resolve both the financial and nonfinancial issues identified in an audit report. Comments, arguments, and evidence (if any) submitted by the auditee and the operating unit shall be considered in resolving the findings. A DOC decision on the resolution of audit findings and recommendations will be made in accordance with the procedures and within the specified time frames identified in DAO 213-5.

The audit action official shall issue the Management Decision and Audit Resolution Determination. The Management Decision and Audit Resolution Determination will be maintained in the official grant file and a copy will be forwarded to the Program Officer.

Recipients are afforded the opportunity to appeal the Audit Resolution Determination. The appeal process is the last opportunity for auditees to provide evidence to support their disputes. NOAA will not accept any submission from a recipient regarding an appeal after the established deadline, unless requested by the Grants Officer, the Office of Inspector General, or the Office of

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the General Counsel.

After the Department renders a decision on an appeal, there are no other administrative appeals available.

An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC.

Recipients are responsible for the repayment of audit-related debts and for the collection of audit-related debts from their sub recipients where an audit has determined funds are owed. This does not relieve the recipient of liability for the debt.

Department of Commerce Financial Assistance Standard Terms and Conditions

This sets out the standard terms and conditions (ST&Cs) applicable to this U.S. Department of Commerce (DOC or Commerce) financial assistance award (hereinafter referred to as the DOC ST&Cs or Standard Terms). A non-Federal entity receiving a DOC financial assistance award must comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, and any other terms and conditions incorporated into this DOC financial assistance award. In addition, unless otherwise provided by the terms and conditions of this DOC financial assistance award, Subparts A through E of 2 C.F.R. Part 200 and the Standard Terms are applicable to for-profit entities, foreign public entities and to foreign organizations that carry out a DOC financial assistance award.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: federal laws and regulations, applicable notices published in the Federal Register, E.O.s, OMB circulars, DOC ST&Cs, agency standard award conditions (if any), and specific award conditions. A specific award condition may amend or take precedence over a Standard Term on a case-by-case basis, when indicated by the specific award condition.

Some of the Standard Terms herein contain, by reference or substance, a summary of the pertinent statutes, regulations published in the Federal Register or Code of Federal Regulations (C.F.R.), E.O.s, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (e.g., SF-424s) or through DOC forms (e.g. Form CD-511). To the extent that it is a summary, such Standard Term provision is not in derogation of, or an amendment to, any such statute, regulation, E.O., OMB circular, certification, or assurance.

A. PROGRAMMATIC REQUIREMENTS

.01 Other Federal Awards with Similar Programmatic Activities

The recipient must immediately provide written notification to the Grants Officer if, subsequent to receipt of the award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.

.02 Disclaimer Provisions

The United States expressly disclaims all responsibility or liability to the non-Federal entity or third persons (including but not limited to contractors) for the actions of the non-Federal entity or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any subaward, contract, or subcontract under this award.

The acceptance of this award or any subaward by the non-Federal entity does not in any way constitute an agency relationship between the United States and the non-Federal entity or the non-Federal entity's contractors or subcontractors.

B. FINANCIAL REQUIREMENTS

.01 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a) (Financial Management), each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State's own funds. In addition, the State's and any other non-Federal entity's financial management systems, including records documenting compliance with

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Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions applicable to the Federal award. See also 2 C.F.R. § 200.450 (Lobbying) for additional management requirements to verify that Federal funds are not used for unallowable lobbying costs.

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b). See also 2 C.F.R. §§ 200.334 (Retention requirements for records); 200.335 (Requests for transfer of records); 200.336 (Methods for collection, transmission and storage of information); 200.337 (Access to records); and 200.338 (Restrictions on public access to records).

.02 Indirect or Facilities and Administrative Costs

a. Indirect costs (or facilities and administration costs (F&A)) for major institutions of higher education and major nonprofit organizations can generally be defined as costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Indirect costs will not be allowable charges against an award unless permitted under the award and specifically included as a line item in the award's approved budget.

b. Unrecovered indirect costs, including unrecovered indirect costs on cost sharing or matching, may be included as part of cost sharing or matching as allowed under 2 C.F.R. § 200.306(c) (Cost sharing or matching) or the terms and conditions of a DOC award.

c. Cognizant Agency for Indirect (F&A) Costs. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with non-Federal entities in common areas. The cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. In accordance with Appendices III – VII to 2 C.F.R. Part 200 the cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates.

d. If the recipient fails to submit required documentation to DOC within 90 calendar days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

e. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient is the lesser of:

1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or
2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, in accordance with 2 C.F.R. 200 Appendix III, C.7, provided that the rate is approved on or before the award end date.

f. In accordance with 2 CFR § 200.414(c)(3), DOC set forth policies, procedures, and general decision-making criteria for deviations from negotiated indirect cost rates. These policies and procedures are applicable to all Federal financial assistance programs awarded and administered by DOC bureaus as Federal awarding agencies and may be found at http://www.osec.doc.gov/oam/grants_management/policy/documents/FAM%202015-02.pdf.

g. In accordance with 2 CFR § 200.414(g), any non-Federal entity that has a negotiated indirect cost rate may apply to the entity's cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

h. In accordance with 2 CFR § 200.414(f), any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in paragraph D.1.b of Appendix VII to 2 CFR Part 200, may elect to charge a de minimis rate of 10 percent of modified total direct costs. No documentation is required to justify the 10 percent de minimis indirect cost rate.

C. PROPERTY STANDARDS

.01 Standards

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Each non-Federal entity must comply with the Property Standards set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship).

.02 Intellectual Property Rights

a. General. The rights to any work or other intangible property produced or acquired under a Federal award are determined by 2 C.F.R. § 200.315 (Intangible property). The non-Federal entity owns any work produced or purchased under a Federal award subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

b. A non-Federal entity may copyright any work produced under a Federal award, subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work, or authorize others to do so for Government purposes. Works jointly authored by DOC and non-Federal entity employees may be copyrighted, but only the part of such works authored by the non-Federal entity is protectable in the United States because, under 17 U.S.C. § 105, copyright protection is not available within the United States for any work of the United States Government. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the non-Federal entity to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking primary dissemination of the work.

c. Freedom of Information Act (FOIA). In response to a FOIA request for research data relating to published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOC will request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.

D. OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS

.01 Nonprocurement Debarment and Suspension

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

.02 Requirements for Subawards

a. The recipient or pass-through entity must require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. See 2 C.F.R. § 200.101(b)(2) (Applicability to different types of Federal awards), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.331-333 (Subrecipient monitoring and management).

b. The recipient or pass through entity may have more restrictive policies for the RTC waived prior approvals (no-cost extensions, re-budgeting, etc.) for their subaward recipients. Such restrictive policies must be addressed in their subaward agreements and in accordance with §200.331.

.03 Requirements for Procurements

Other Non-Federal Entities. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. §§ 200.318 (General procurement standards) through 200.327 (Contract provisions) which include the requirement that non-Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

.04 Whistleblower Protections

This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including

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subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

E. NATIONAL POLICY REQUIREMENTS

.01 Environmental Requirements

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

- a. The National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.)
- b. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)
- c. Clean Air Act (42 U.S.C. §§ 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
- d. The Endangered Species Act (16 U.S.C. §§ 1531 et seq.)
- e. The Coastal Zone Management Act (16 U.S.C. §§ 1451 et seq.)
- f. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f et seq.)
- g. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.)
- h. Executive Order 12898 ("Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations")
- i. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
- j. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)
- k. Rivers and Harbors Act (33 U.S.C. § 407)
- l. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)
- m. Executive Order 13112 (Invasive Species, February 3, 1999)
- n. Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.)

.02 OTHER NATIONAL POLICY REQUIREMENTS

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a. Criminal and Prohibited Activities

1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).
2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.
3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.
4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.
5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.
7. To ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

b. Drug-Free Workplace

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the non-Federal entity take certain actions to provide a drug-free workplace.

c. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies

1. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.
2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

d. Management and Access to Data and Publications

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of who enter into appropriate or are otherwise subject to confidentiality and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and

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evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained relating to a DOC financial assistance award.

2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

3. Publications, Videos, and Acknowledgment of Sponsorship.

i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded projects (e.g., scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to print, recorded, or Internet materials, to the funding agency.

iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.

iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

This [report/video/etc.] was prepared by [recipient name] using Federal funds under award NA22NMF4690358 from National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact

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ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or

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3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](#) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
- Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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Project Title: Clallam County Marine Resources Committee Projects
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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT 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, volunteers, 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 Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

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

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF 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 and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: OTGP-2023-CICoCD-00003
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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



AGENDA ITEM SUMMARY

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

2C

JAN 17 2023

Department:

WORK SESSION ☒ Meeting Date: 01/09/2023

REGULAR AGENDA ☒ Meeting Date: 01/17/2023

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

Item summary:

- | | | |
|---|--|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19910.22.002 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This Agreement sets out the terms and conditions by which a grant is made through the Clallam County Conservation Futures Fund, Chapter 5.45 of the Clallam county Code, as approved by resolution NO.2022-55. North Olympic Land Trust shall implement a Conservation Futures Program project to acquire a grant deed of conservation easement described as Dungeness HUB authorized by Resolution No. 2022-55.

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

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

County Official signature & print name: Bruce Emery 

Name of Employee/Stakeholder attending meeting: Rebecca Mahan & Bruce Emery

Relevant Departments: BOCC & DCD

Date submitted: 01/04/2023

* 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 CONSERVATION FUTURES PROGRAM
PROJECT GRANT AGREEMENT

Project Sponsor: North Olympic Land Trust, UBI # 601280483

Project Title: Dungeness Hub

Contract Number: 19910.22.002

Approval: Resolution No. 2022-55

1. Parties to this Agreement

This Clallam County Conservation Futures Program Project Grant Agreement (this Agreement) is entered into between Clallam County (County), 223 East 4th Street, Port Angeles, WA and NORTH OLYMPIC LAND TRUST (Sponsor), a Washington nonprofit corporation, having as its physical address 602 East Front Street, and having as its mailing address P.O. Box 2945, Port Angeles, Washington 98362.

2. Purpose of this Agreement

This Agreement sets out the terms and conditions by which a grant is made through the Clallam County Conservation Futures Fund, Chapter 5.45 of the Clallam County Code (CCC), as approved by Resolution No. 2022-55

3. Grant Administration

The grant is administered by Clallam County Department of Community Development on behalf of the project Sponsor.

4. Description of Project

The subject project is described in the Scope of Work (Appendix A).

5. Project Requirements

North Olympic Land Trust shall implement a Conservation Futures Program project to acquire a grant deed of conservation easement for the 9.79-acre property known in the records of the Clallam County Assessor as APN#04-31-36-15-0080, and as described in the March 14, 2022 Conservation Futures project application for the Dungeness Hub Farm Project (Exhibit A) and as authorized by Resolution No. 2022-55 (Exhibit B). Clallam County will review and approve the conservation easement prior to its purchase. The Sponsor will provide the final draft of the conservation easement to Clallam County for final review and Clallam County will provide comments and/or approval within 30 days of receipt. The grant deed of conservation easement shall preserve the subject property for agricultural use, forest management, and/or habitat protections. Language must be included in the deed of conservation easement to protect the County's interests and conservation values, including, at a minimum, the following:

Grantee's costs of acquiring this Easement were provided in part by grant funding from the Clallam County Conservation Futures property tax authorized by Washington law. Grantee hereby agrees to be bound by Clallam County Code

(CCC) 5.45.040, the uses authorized under RCW 84.34.230, including the obligation to ensure the long-term conservation of the Property in accordance with the terms and conditions of this Easement, and to obtain the consent of Clallam County prior to any conveyance of any interest acquired hereby.

6. Period of Performance

The Project reimbursement period for acquisition expenses shall begin on May 11, 2022 and end on November 11, 2023. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified.

7. Annual Reporting Required.

Annual reporting by the Sponsor to the County is required every year on or before December 31st until three years after the acquisition funds are dispersed.

8. Project Funding

Payments for completed tasks shall be made no more frequently than monthly.

Each request for payment shall be supported by a detailed invoice specifying the payment amount requested. In no event shall payment be sought in an amount in excess of the amount allocated in Section 9 of this contract.

9. The total grant award provided by the Conservation Futures Fund for the Project shall not exceed \$100,000. The Conservation Futures Fund shall not pay any amount beyond that approved in this Agreement for funding of the Project. Unexpended Project Allocations

Should unexpended Project allocations, including (but not limited to) project completion at less than the estimated cost or (alternatively) the abandonment of the Project occur, then the Sponsor shall notify the County within 60 days.

10. Modification of this Agreement

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments. Except as provided in this Agreement, no alteration of any of the terms or conditions of this Agreement shall be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by Clallam Board of County Commissioners.

11. Indemnification

Sponsor shall indemnify and hold harmless the County, its past or present employees, officers, agents, elected or appointed officials or volunteers (and their marital communities), from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Sponsor's own employees, or damage to property occasioned by a negligent act, omission or

failure of the Sponsor. Sponsor shall be liable only to the extent of Sponsor's proportional negligence. Except to the extent of County negligence, the Sponsor specifically assumes potential liability for actions brought against the County by Sponsor's employees, including all other persons engaged in the performance of any work or service required of the Sponsor under this Agreement and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Sponsor recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation. For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

12. Insurance

The Sponsor shall secure and maintain in force throughout the duration of this Agreement policies of insurance as follows:

Workers Compensation Insurance. If and only if the Sponsor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Sponsor, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where the Sponsor is located.

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 \$500,000 each occurrence with the County named as an additional insured in connection with the Sponsor's performance of the contract.

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Such insurance coverage shall be evidenced by one of the following methods:

* Certificate of Insurance;

* Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Certificates of coverage as required by this section shall be delivered to the County within sixty (60) days of execution of this Agreement.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or the Sponsor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Sponsor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated in this Agreement.

Failure of the Sponsor to take out or maintain any required insurance shall not relieve the Sponsor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Sponsor.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided in this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Sponsor until such time as the Sponsor shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Sponsor must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Sponsor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Sponsor to obtain the full text of that endorsement and forward that full text to the County.

The County may, upon the Sponsor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Sponsor.

For the avoidance of doubt, the obligations in this section shall survive the expiration or termination of this Agreement.

13. Independent Contractor

The Sponsor is an independent contractor with respect to the services provided pursuant to this Agreement. The Sponsor is not as an agent, an employee or a servant of the County. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. The Sponsor specifically has the right to direct and control Sponsor's own activities and over all of its subcontractors, employees, agents and representatives in providing the agreed services in accordance with the specifications set out in this Agreement. Neither Sponsor nor any employee of Sponsor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement. The County shall not 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 Sponsor, or any employee of Sponsor. The Sponsor agrees to file all necessary governmental documents, including appropriate tax returns, reflecting income status as an independent contractor for services rendered to the County under this Agreement.

14. No Assignment

The Sponsor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County or its authorized representative. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.

15. Ownership and Use of Documents

All documents, drawings, specifications and other materials produced by the Sponsor in connection with the services rendered under this Agreement shall be the property of the Sponsor whether the project for which they are made is executed or not. The County shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with the Sponsor's endeavors.

16. Compliance with Applicable Statutes, Rules, and Clallam County Policies

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including RCW 84.34.210, and published agency policies, which are incorporated into this Agreement by this reference as if fully set forth.

17. No Harassment of Discrimination

Any form of harassment, discrimination, or improper fraternization with any County employee is strictly prohibited. The Sponsor shall not discriminate on the grounds of race, color, national

origin, religion, creed, age, sex, sexual orientation, or the presence of any physical or sensory disability in the selection and retention of employees or procurement of materials or supplies.

18. Sponsor's Accounting Books and Records

The Sponsor shall maintain complete financial records relating to this Agreement and the services rendered including all books, records, documents, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect cost of any nature expended in the performance of this Agreement. The Sponsor's records and accounts pertaining to this Agreement are to be kept available for inspection by the Office of the State Auditor, federal auditors, the Clallam County Auditor, and any persons duly authorized by the County shall have full access and the right to examine any of these materials during this period for a period of ten (10) years after the date of the final payment to Sponsor. If any litigation, claim or audit is started before the expiration of the ten (10) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. Copies shall be made available upon request. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed.

19. Licensing, Accreditation and Registration

The Sponsor shall comply with all applicable local, state and federal licensing, accreditation, permitting, and registration requirement/standards necessary for the performance of this Agreement.

20. Disputes

Except as otherwise provided in this Agreement, when a bona fide dispute arises between Clallam County and the Sponsor and it cannot be resolved, either party may request a dispute hearing with a mediator agreed upon by the parties, or if agreement cannot be made, the mediator shall be selected by the Clallam County Superior Court. Either party's request for a dispute hearing must be in writing and clearly state:

- a. the disputed issue(s);
- b. the relative positions of the parties; and,
- c. the Sponsor's name, address and agency contact number.

Requests for dispute hearings must be mailed to the Project Manager, Rebecca Mahan, Clallam County Department of Community Development, 223 East 4th Street, Suite 5, Port Angeles, WA 98362, within thirty (30) days after either party received notice of the disputed issue(s). The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. The parties shall split evenly the cost of mediation or whatever form of dispute resolution is used. The parties shall bear their own costs and attorney's fees in any dispute.

The venue for any legal action shall be solely in the appropriate state court in Clallam County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

Each party to this Agreement shall be responsible for their own dispute and litigation costs, including attorney's fees.

21. Termination for Funding

Clallam County may unilaterally terminate this Agreement in the event funding from state, federal, or other sources are withdrawn, reduced, or limited in any way after the effective date of this Agreement.

22. Termination for Convenience

The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Sponsor.

23. Assignment

The Sponsor shall not sublet or assign any interest in this Agreement, and shall not transfer any interest in this Agreement without the express written consent of the County.

24. No Waiver

Waiver by any party of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

No term or provision of this Agreement shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

25. County Does Not Assume Additional Duties

The County does not assume any obligation or duty, except as required by federal or state law, to determine if Sponsor is complying with all applicable statutes, rules, codes ordinances or permits.

26. Agreement Representatives

All written communications sent to the Sponsor under this Agreement shall be addressed and delivered to:

Sponsor Contact

Mike Auger
Conservation Director
P.O. Box 2945

Conservation Futures Program Contact

Rebecca Mahan
Clallam County Department of Community
Development

Port Angeles, Washington 98362

223 East 4th Street Suite 5
Port Angeles, WA 98362

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

27. Entire Agreement

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

28. Severability

Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application of this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

29. Survival

Those provisions of this Agreement that by their sense and purpose should survive the term of this Agreement shall survive the term of this Agreement. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the provisions that survive the term of this agreement include: (a) controlling law; (b) insurance; and, (c) indemnification.

30. Binding on Successors, Heirs and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.

31. No Third-party Beneficiaries

The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

32. Signature in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.

33. Facsimile and Electronic Signatures

The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

34. Public Records Act

Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Sponsor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law.

The Sponsor also agrees that upon receipt of any written public record request, the Sponsor shall, within three business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

This Agreement, once executed, shall be a “public record” subject to production to a third party if it is requested pursuant to the Washington Public Records Act.

35. Effective Date of this Agreement

This Agreement shall be effective upon signing by all parties.

36. Controlling Law

It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Clallam, as if applied to transactions entered into and to be performed wholly within Clallam County, Washington between Clallam County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

37. Order of Precedence.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable state statutes and rules; (b) local laws and rules; and, (c) case law.

38. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement, if such failure arises out of causes beyond a party's control and without fault or negligence of such party, including but not limited to; (a) acts of God; (b) terrorism or other acts of a public enemy; (c) war; or, (d) epidemics, pandemics or quarantine restrictions.

39. Attachments

Any attachment to this Agreement is part of this Agreement and is incorporated by reference into this Agreement.

40. Representations and Warranties

The parties represent and warrant that: (a) Each person signing this Agreement is fully authorized to enter into this Agreement on behalf of the party for whom signature is being made; (b) Each party that is a corporate entity is duly organized and validly existing in good standing under the laws of one of the states of the United States of America; (c) The making and performance of this Agreement will not violate any provision of law or of any party's articles of incorporation, charter, or by-laws; (d) Each corporate party has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement and that no further corporate or other internal approval is necessary; and, (e) Each party has read this Agreement in its entirety and know the contents of this Agreement, that the terms of this Agreement are contractual and not merely recitals, and that they have signed this Agreement, having obtained the advice of legal counsel.

DATED this _____ day of _____, 20_____.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

CLALLAM COUNTY WASHINGTON

Board of County Commissioners
Clallam County, Washington

By: _____
Mark Ozias, Chair Date

By: _____
Randy Johnson, Commissioner Date

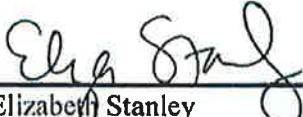
By: _____
Mike French, Commissioner Date

SEAL:

ATTEST:

Loni Gores Date
Clerk of the Board

Approved as to form only:

 1/4/23

Elizabeth Stanley Date
Chief Civil Deputy Prosecuting Attorney

North Olympic Land Trust

By:  _____
Signature

Name: Thomas R. Sanford

Title: Executive Director

Date: 1/4/23

APPENDIX A

Scope of Work

North Olympic Land Trust, as project sponsor “Sponsor,” shall perform the following tasks in order to implement the Dungeness Hub Farm Project:

Task 1: Acquire Grant Deed of Conservation Easement

Sponsor shall acquire a grant deed of conservation easement on the subject property, APN# 04-31-36-15-0080, that incorporates approved Conservation Futures Program language, including the language in section 5 of this Agreement.

Deliverable 1a: Final draft grant deed of conservation easement

Deliverable 1b: Qualifying appraisal and estimated settlement statement (HUD-1)

Deliverable 2c: Recorded grant of conservation easement deed

Task 2: Stewardship Plan

Sponsor shall provide a plan for stewardship

Deliverable 2a: Electronic copy of stewardship plan

Task 3: Annual Reporting

Sponsor shall monitor and report on the property as described in item “D” of this Agreement and submit required reports to the Conservation Futures Program Advisory Board (through staff) in the format provided for each year that it is required.

Deliverable 3a: Completed annual reports.

Exhibit

Conservation Futures Project Application

NOLT application
Charles Nash Huber and
Patricia McManus

NORTH OLYMPIC Land Trust



Farms • Fish • Forests

602 E. Front St.
P.O. Box 2945 (mailing)
Port Angeles, WA 98362
Phone: (360) 417-1815
NorthOlympicLandTrust.org
info@northolympiclandtrust.org

Board of Directors

Karen Westwood
President
Wendy Clark-Getzin
Vice President
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Treasurer
Bobbie Clawson
Ron Puff
Kim Sager-Fradkin
Richard Tucker
Jack Williams
Gary Colley, *emeritus*
John Willits, *emeritus/in*
memoriam

North Olympic Land Trust
is accountable:



- Sound Finances
- Ethical Conduct
- Responsible Governance
- Lasting Stewardship

March 14, 2022

Conservation Futures Program Advisory Board
Board of Commissioner's Office
223 East 4th Street, Suite 4
Port Angeles WA 98362-3015

RECEIVED
CLALLAM CO. COMMISSIONERS

MAR 14 2022

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

Dear Conservation Futures Program Advisory Board,

North Olympic Land Trust currently seeks to conserve Mid Valley Farm and Nash's Organic Produce's Dungeness Hub. With the following applications, the Land Trust requests consideration from the Conservation Futures Program for partial funding for these efforts. Conserving these two key farms advances the goals of the Conservation Futures Program by preserving prime agricultural soils, providing land and opportunities for future farmers, and extinguishing up to 12 development rights on lands best suited for agriculture.

Conserving the 56-acre Mid Valley Farm on the edge of rapidly developing Sequim, is integral to the operations of one of only two remaining dairies in the area, Maple View Dairy.

Conservation of the 10-acre Dungeness Hub will ensure that its more than 7.5 acres of prime farm soils and vital packing shed and cold storage will remain available for production and distribution. The property is at the capstone of over 600 acres of conserved land for farming, waterfowl, and river restoration in Dungeness.

North Olympic Land Trust is a community-based nonprofit with a mission to conserve the land and natural resources that continue to be the foundation of our culture, economy, and way of life. Since 1990, the Land Trust has been dedicated to the conservation of open spaces, local food, local resources, healthy watersheds and recreational opportunities. Over the past 32 years, the Land Trust has permanently protected more than 3,700 acres of land for farms, fish and forests, including over 670 acres on 20 local farms.

Although great strides have been made to protect local farmland, since 1945, Clallam County has lost 78% of its farmland at an average of 843 acres per year. The Land Trust focuses on permanently conserving prime farm properties identified and prioritized as core to building a resilient farm economy and maintaining our agricultural heritage.

With these applications, the Land Trust requests Clallam County to allocate up to \$500,000 of Conservation Futures funds toward the estimated total cost of \$1,250,000 (pending an appraisal) to conserve these two farms. When matched with funding secured by the Jamestown S'Klallam Tribe through the State's Floodplains by Design program and planned community fundraising, this allocation would ensure the support necessary to protect these farmlands. In addition, through the next

Legislative cycle the Land Trust will seek approximately \$600,000 from the State's Washington Wildlife and Recreation Program – Farmland Preservation program. If even partially successful, this support will bring the actual disbursement from Clallam County down significantly.

In short, with full support from Clallam County's Conservation Futures Program, funding for the permanent conservation of these farms will be all but certain, while subsequent funding requests will seek to bring the County's overall investment in these projects much lower than the \$500,000 requested.

I would be happy to give a tour of the properties at your convenience and please do not hesitate to contact me or if you have any questions for the Land Trust.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michele Canale', with a stylized, flowing line extending to the right.

Michele Canale
Land Protection Specialist



**CLALLAM COUNTY
CONSERVATION FUTURE PROGRAM
223 EAST 4TH STREET, ROOM 150
PORT ANGELES, WASHINGTON**

**Application for the purchase of development rights and conservation easement funded by the
Conservation Futures Property Tax, Ordinance No.958**

Instructions to the Applicant

- Please answer all questions as fully as possible.
- You may attach additional sheets if necessary to fully answer a question.
- Please attach copies of all deeds, surveys and lot certifications which describe the property
- If any item is inapplicable, please mark it "N/A".
- This is an application to sell rights and place a conservation easement on the property.
The intention of the sale and approval of the conservation easement is to promote continued use of farmland.
- Please submit questions and application to the Clerk of the Board of Commissioners who will forward them to Conservation Futures Advisory Committee.

A. APPLICANT INFORMATION

1. Name of Applicant: North Olympic Land Trust
2. Mailing Address: P.O. Box 2945, Port Angeles, WA 98362
3. Property Address, if different from mailing address: (of land seeking conservation)
- 1865 E Anderson Road
Sequim, WA 98382
4. Telephone: (360) 417-1815 ext. 5
5. Email Address: michele@northolympiclandtrust.org
6. Contact Person: Michele Canale, Land Protection Specialist
7. Type of legal entity:
- ☐ individual
- ☒ corporation incorporated in the State of Washington (non-profit)
- ☐ general partnership created in the State of _____
- ☐ limited partnership created in the State of _____
- ☐ limited liability company created in the State of _____
8. LANDOWNER(S):
- Legal Name: Charles Nash Huber and Patricia McManus
- Mailing address: 230 Simpson Road, Sequim, WA 98382 – Patty
1888 Towne Road, Sequim, WA 98382 - Nash
- Telephone/Fax/Email: patty.mcmanus50@gmail.com, orca@olympus.net
9. Are there any material facts of circumstances (e.g. pending litigation, bankruptcy, etc.) relating to any of the parties to the proposed transaction which have not been described and may potentially affect the transaction? ☐ Yes ☒ No If Yes, please explain:

This was confirmed with the landowners.

B. PROPERTY INFORMATION

1. Is the property within the Agricultural Retention Zone?

☐ Yes ☒ No

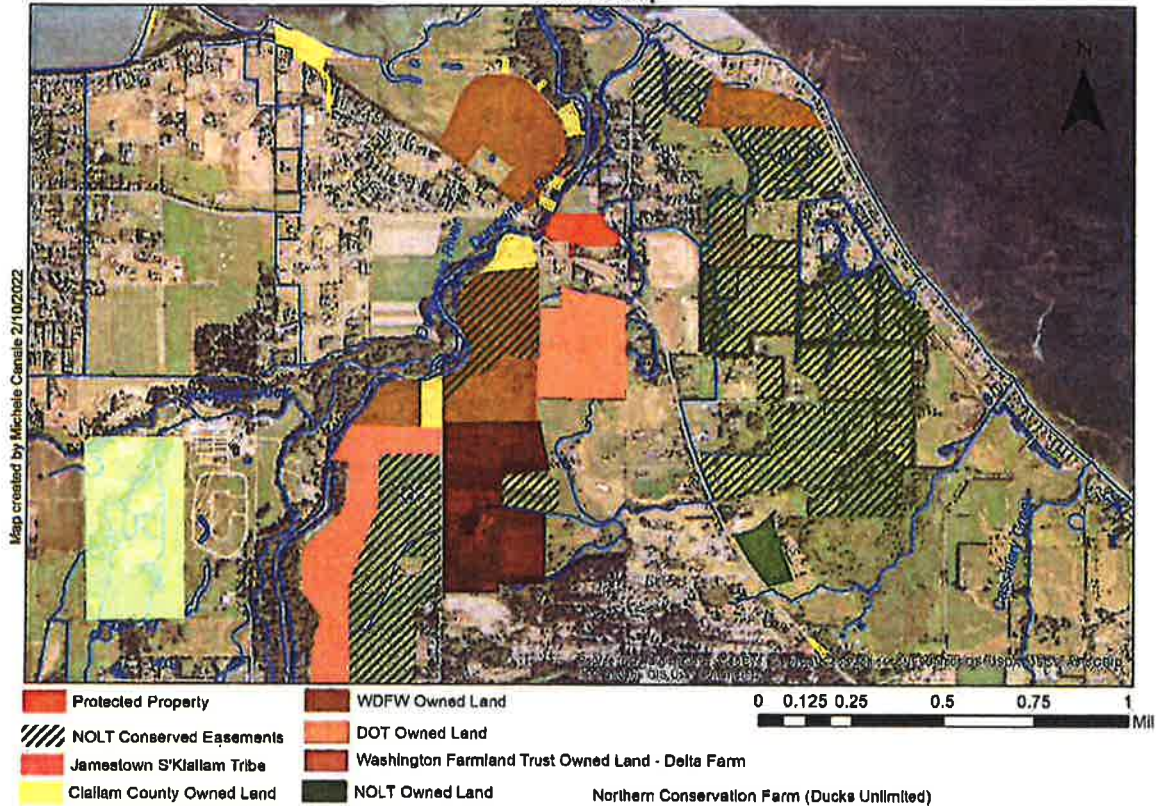
What is the proximity to other conserved farmland?

The Dungeness Hub – Nash’s Organic Produce contains critical farmland infrastructure in the middle of existing farmland in the Dungeness area, which has long been considered the agricultural heart of our County. This property is key to the future of farming in our area as it contains components vital to any viable agricultural business, including a metal packing shed (office space, large walk-in cooler, wash line and storage areas), two greenhouses, four high tunnels, an orchard (apples, pears, plums), and six shipping containers for storage and/or chicken housing. The farm is also proximate to local markets and roadways and contains important, prime agricultural soils.

The Land Trust has been working with our partners to conserve farmland and habitat in the lower Dungeness area since 1995 when John Willits placed a conservation easement on his Quacker Farm in the midst of the Lower Dungeness Basin. The Tribe, the County, the Land Trust, Washington Farmland Trust, Washington Department of Fish and Wildlife (WDFW) and other partners including private landowners, began to form a collective vision for the Lower Dungeness that would ensure that the lands best suited for farming would remain as farmland, those best suited for wildlife would be left for the wildlife, and that all of it would retain the rural character that makes the flatlands surrounding the mouth of the Dungeness River vital to the community. What you see in the map below, showing hundreds of conserved acres, is a result of this bold vision, which the Land Trust continues to implement with this proposed project.

The conserved farmland closest to this property is the 21 acre Meadowbrook Farm, which is approximately 1,200 feet to the east, and which is currently leased to Nash’s Organic Produce. The property is nearby numerous other parcels of conserved land, including farmland, as shown on the map below.

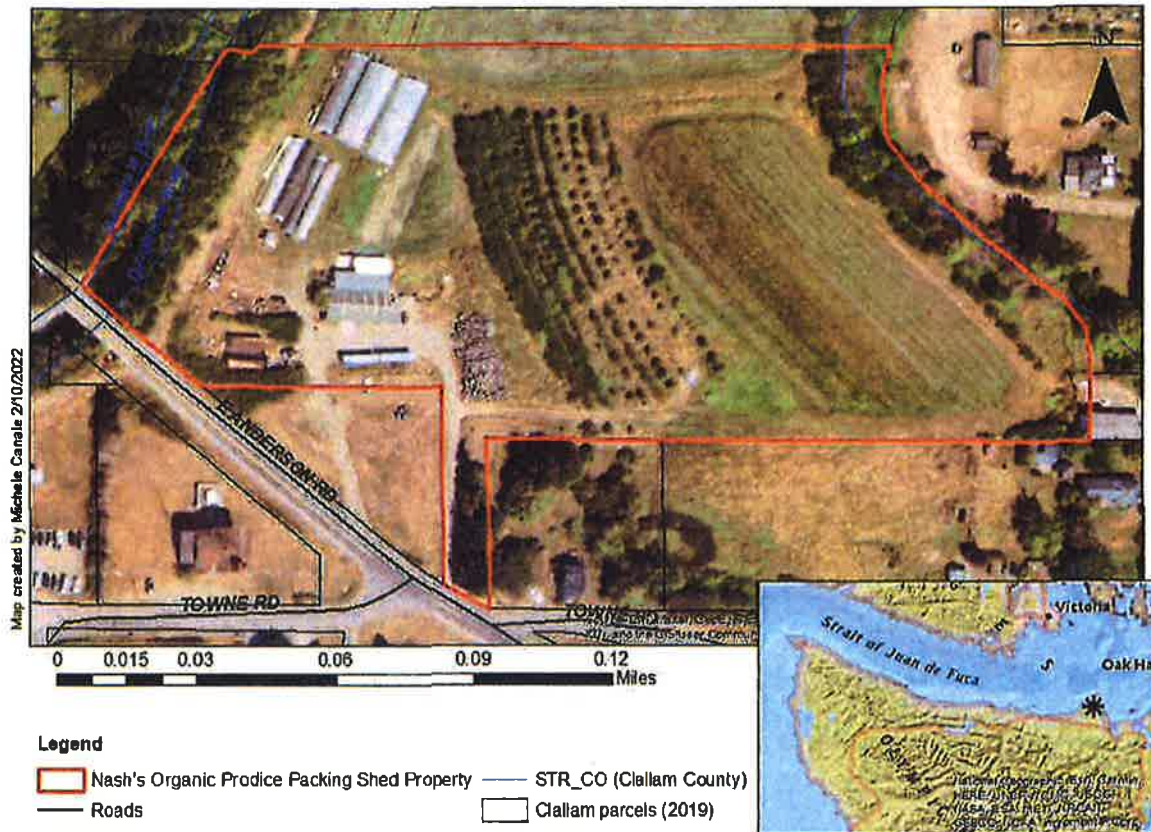
Dungeness Hub - Nash's Organic Produce Location Map



In 2021, the Land Trust did an extensive study prioritizing farmland conservation possibilities. That study highly rated both this property and other properties all around this farm.

- Please attach a legal description of the land, recent title report, and copies of any survey maps of the property. (Size and shape)

The farm is 9.79 acres, as shown below.



A survey will likely need to be commissioned as a part of this conservation project. To our knowledge, there has not been a survey completed in the past.

The title report is attached, which includes a legal description.

3. Are there any water rights associated with the parcels? ☒ Yes ☐ No

Please describe:

There is more than enough water for a viable farming operation. There are two wells on the property which provide irrigation water to the property, along with the Dungeness River and Meadowbrook Creek. Both wells are 130 feet deep. One well is located to the west of the packing shed and one on the eastern portion of the property near Meadowbrook Creek, which was installed about seven years ago for Nash's Organic Produce's Farm Store. The well by the packing shed delivers water at 200 gallons per minute, 24 hours a day, and is used for irrigation and the wash line. The well on the east side near Meadowbrook Creek is leased out to the store and Nash Huber doesn't currently use it but has legal access to that water right as well.

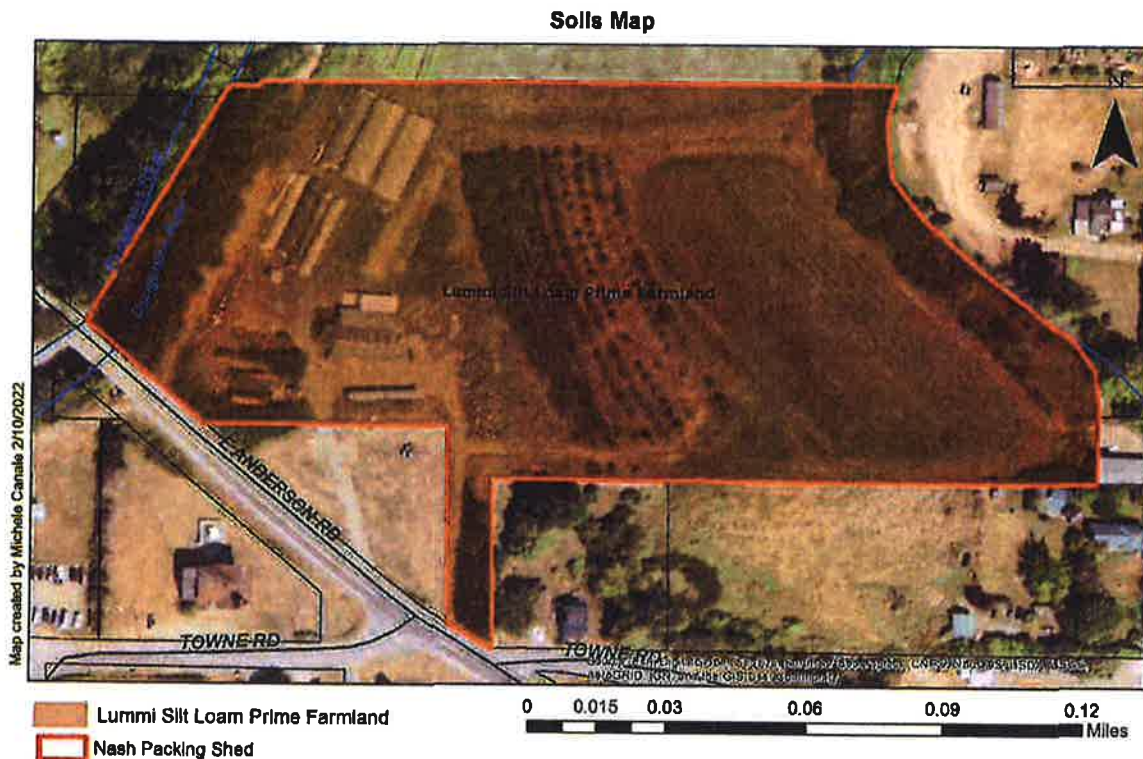
4. Please indicate the percentage of "prime soil", as defined by the USDA Natural Resource Conservation Service, on the property:

☐ 0-49%

☐ 50-75%

☒ 76-100%

The farm is 100% Lummi Silt Loam, which is prime farmland if drained, shown below.



5. Please describe the agricultural use of the land, including number of livestock, general description of crops or specialty crops etc.

On this property, Nash's Organic Produce grows numerous organic vegetable, grain and seed, and in the winter, plants a cover crop (a rye/vetch mix). There is also an orchard, with apple, pear and plum trees. In the two greenhouses, they grow a variety of vegetables, most recently tomatoes and squashes. There are also four high tunnels, where green peppers, summer squashes, basil and other vegetables are currently grown. Vegetables are grown in a rotation. Additionally, there are currently 100 laying hens on the property which produce local eggs for our community.

6. Please list all soil and water conservation practices and plans in effect on the property.

Nash's Organic Produce is certified organic. According to the Rodale Institute, "What connects all organic farming practices is their ultimate goal: to build and improve the soil, quite literally the foundation of our food system and our lives." As an organic farm, all Nash's Organic Produce farming practices implement soil and water conservation practices. Specific examples include:

As mentioned above, a rye/vetch mixture is planted as a cover crop every winter. Cover crops prevent bare soils, reducing soil loss and increasing soil organic matter over time, resulting in improvements in soil structure, stability, and increased moisture and nutrient holding capacity for plant growth. The vegetable crops are rotated, which helps maintain soil fertility.

About 100 laying hens are housed to the north of the packing shed and their pastures are rotated around the area, adding to soil fertility, suppressing weeds, and reducing insect pressure.

Additionally, compost is spread on the farm regularly, which is made on the nearby Delta Farm that the landowners lease from Washington Farmland Trust.

7. Please identify any conservation practices that address climate change.

The practices referenced above are also practices that address climate change.

Another key practice on the farm and all of Nash's Organic Produce's leased properties to address climate change is the raising of the organic content of the soils. Much care is taken to do this as soils higher in organic matter absorb more carbon dioxide from the atmosphere.

Trees have also been planted on the farm, especially along Meadowbrook Creek, which sequester carbon.

Nash's has received the following prominent state and national awards for his agricultural practices:

- 2011 Ecological Farming (Eco Farm) Award
- 2008 Steward of the Land, American Farmland Trust
- 2006 Vim Wright Stewardship Award, Farming and the Environment
- 2001 Provender Alliance "Golden Carrot" Award

8. Please disclose all residences and buildings on the property

About 2 acres of the property is improved for farming purposes. The 3,392 sq ft. packing shed enables this land to be a hub of operations for local agriculture. It includes a large cooler, office space, wash line and storage. Currently, a community farmstand is being run out of it.

There are also four high tunnels, two 100 feet long x 60 feet wide greenhouses and

six shipping containers for storage and/or chicken housing, shown below in the photo.



9. Please provide a brief history of the property & benefits to the community.

The landowners purchased the land in 1996, but it was leased and farmed by Nash Huber prior, starting in 1987. Once in their ownership, the landowners installed high tunnels first, and then the packing shed in 1998, which greatly expanded the farm's capacity. In 2005, two 100' x 60' greenhouses were placed on the property.

This has been an organic farm since the landowners have owned it, which benefits soil and water quality. The produce grown on this farm is available for the community, open space is maintained along Anderson Road and Sequim-Dungeness Way, which many people drive or bike, and development has been prevented by their ownership. Wildlife have also benefitted by keeping development at bay. This has benefitted raptors along the Dungeness River and other species who depend on riparian habitat.

10. Please describe how the farm is integrated/connected with the broader community.

This farm is well known in the community. In addition to its central location, it has been a host site for past Clallam County Farm Tours and the 20 year home of bi-annual community barn dances.

The farm includes a packing shed and a farmstand, both of which are critical to the success of Nash's Organic Produce. The community can buy directly from their local farmer here. At the farmstand, according to their website, "Only products from our farm

are available, including seasonal veggies, grain, flour, eggs, oil and others.”¹

Nash’s Organic Produce is an inspiration for farmers in the area, many of whom have worked there and are now running their own businesses and growing local food. Nash Huber was the original certified organic farmer in Clallam County, has been inspiring the community for decades, and recently was the largest organic farmer in Western Washington.

It’s also important to note that this farm is identified as a Community Conservation Opportunity in the Land Trust’s Climate Resiliency Planning Work completed with Jefferson Land Trust in 2021.

This farm also has significance because it provides scenic open space along Anderson Road and Sequim-Dungeness Way, which many people drive or bike. People also enjoy walking or running on the west side of the property along the levee.

¹ nashsorganicproduce.com

C. VIABILITY OF PROPOSAL

1. Are there any anticipated or pending threats to convert the land to a non-agricultural use?



Yes



No

If yes, please describe

The property contains high-quality farmland that has been zoned R5, which could allow for this property to be subdivided into 2 lots each with a potential dwelling unit.

In May 2021, the Land Trust finalized a Farmland Conservation Strategy that highly prioritized this property for conservation and its alignment with the goal of protecting quality "agricultural lands from conversion to more intensive residential or commercial land use".

The landowners would like to see it conserved in perpetuity as farmland, especially after the current farming operations are retired.

We anticipate the need to maintain the approximately 2-acres of existing infrastructure as a building envelope on the property. This would also allow for a potential residence for future farmers and leave the large majority (about 7.79 acres) open to farming.

2. Please describe your plan for stewardship of this farmland.

The landowners intend to keep it as a working organic farm for the near future, although Nash Huber will eventually retire from his farming operations. Selling a conservation easement on the property to the Land Trust will ensure the land is protected as farmland into the future and allow for the opportunity for future farmers to continue the excellent practices that the landowners implemented over the years since purchasing the land in 1996, which continue to this day.

The current plan for the farm is to possibly increase the size of the orchard, and add berries and artichokes. No more infrastructure is planned at this time.

As the Land Trust accepts a conservation easement, a baseline documentation report is created and we enter into a binding relationship with the current and future landowners to ensure that the property's current agricultural and conservation values are maintained and improved. To fund this work, the Land Trust maintains an invested Stewardship Fund to endow its conservation easement stewardship costs. The current corpus of that fund is over \$1.5 million and funds are added for each new stewardship obligation to address its additional impact.

North Olympic Land Trust is nationally accredited with the Land Trust Accreditation Commission. This means we follow all of the ethical and technical guidelines for responsible land trust operations created by the Land Trust Alliance, and are audited regularly to ensure compliance. In addition, North Olympic Land Trust is a member of the TerraFirma insurance program. This insurance pool was created by land trusts across the country to provide robust legal defense funds for any potential easement violations. Both of these contribute to our promise of being around forever and stewarding each and every property well.

3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund?

☒ Yes

☐ No

If yes, please describe

With this proposal, the Land Trust requests that up to \$100,000 from the Conservation Futures Fund be allocated towards the conservation of this farm. In May, we will request significant funding through the State's Washington Wildlife and Recreation Program (WWRP) - Farmland Preservation program. We will also request funding from a Floodplains by Design grant already secured by the Jamestown S'Klallam Tribe specific to projects like this. The Land Trust also intends to conduct a fundraising campaign this fall to support this and other farmland conservation efforts. The major factors that would decrease the amount needed from Conservation Futures are the easement value determined by the property appraisal and success with our WWRP application.

In a best-case scenario, a property appraisal would occur this summer. If delayed by funder requirements, the appraisal would be delayed accordingly.

We expect to get an initial indication on the ranking of our WWRP proposal in October 2022, however funds will not be allocated until the Legislature enacts its Capital Budget in late spring of 2023, and we are likely not under contract until the fall of 2023.

At this stage, we estimate the Land Trust's total costs for this effort to be about \$325,000. These costs are based on consultation with realtors on potential land value, a review of similar easement valuations as a percentage of land value, estimated closing costs and other due diligence, including a conservation easement appraisal, review appraisal, cultural resource assessment, and a Phase I environmental site assessment. We anticipate that our ongoing stewardship of this land will require \$20,000 to be invested in our Stewardship Fund.

The current plan for this project is to:

- March 2022 – Seek up to \$100,000 from the Conservation Futures Fund toward the conservation easement purchase price.
- Finalize the plan with the Jamestown S'Klallam Tribe for the use of up to \$200,000 in funding from Floodplains by Design towards this effort.
- May 2022 – Submit a proposal to WWRP for approximately \$150,000 for this project. In addition, the Land Trust will submit a request for a Waiver of Retroactivity, which if approved, would provide the ability to complete the project prior to approval and still be reimbursed.
- Based on the results of our Conservation Futures application and Waiver of Retroactivity request, the Land Trust could begin the appraisal and complete the due diligence process over the summer of 2022.

- In the fall, the Land Trust will embark on a fundraising campaign to address remaining needs of this project.
 - In a best-case scenario, the Land Trust could purchase the easement in late 2022 using funding from Floodplains by Design, fundraising results, and a loan from an internal Revolving Fund. When the results of our WWRP application are known in the spring of 2023, we could then finalize reimbursement first from the State, and then with the remainder from the Conservation Futures Fund.
4. Please share the economic viability of your farming business. Attach your business plan if available.

There is currently no written business plan, but Nash has run a successful farming operation for 43 years.

5. How long have you been farming and/or plan to continue farming this property into the future? Please attach farm plan for expected use of this property.

Nash's Organic Produce has been farming in Clallam County since 1979 when, according to their website, "Nash rented a couple of vacant lots and started a small organic produce operation in Dungeness. He also kept some bees and joined up with a couple of other local farmers to found the Port Angeles Farmers Market." His operation has grown significantly from that time"²

The landowners have drafted a farm plan, and one will be finalized by the time we close on the conservation easement. The purpose of the plan, as currently drafted, is to:

1. Be an environmentally and economically sustainable, multi-generational farming operation.
2. Integrate organic fruit, vegetable and grain production with livestock (poultry) production in a system whereby all byproducts and wastes generated are utilized by livestock or converted to nutrients for crop production.
3. Enhance wildlife habitat.
4. Use water and power efficiently.

Nash's Organic Produce intends to produce WSDA-certified organic vegetables, grain, seed, and eggs on this farm, utilizing the following organically certified methods:

1. Crop rotations—Vegetable crops ("wet" cycle crops) are rotated with grains and vetch ("dry" cycle crops) every year for pest resistance, soil fertility, and weed suppression.
2. Cover cropping—Rye/vetch mix, buckwheat, clover, fava beans, peas are used to increase soil fertility and prevent erosion.

² nashsorganicproduce.com/about.html

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² nashsorganicproduce.com/about.html

3. **Composting**—Nash's Organic Produce builds its own compost, largely from on-farm materials.
4. **Pest management**—A comprehensive integrated pest management program includes planting of habitat and forage plants (phacelia) for predator populations to control pests. WSDA organically-certified pesticides and biological controls are also sparingly used.

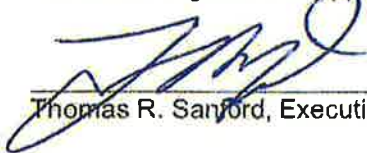
D. APPLICATION AGREEMENT

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

Dated at Port Angeles, WA, on the 14th day of March, 2022
(City) (State)

Name and Signature of Applicant:



Thomas R. Sanford, Executive Director, North Olympic Land Trust

Name and Signature of Landowners:



Nash Huber



Patty McManus

APPLICATION INSTRUCTIONS – GENERAL GUIDELINES

APPLICATION DEADLINE:

Applications must be received at the Board of County Commissioner's Office, 223 East 4th Street, Suite 4, Port Angeles WA 98362-3015 (Clallam County Courthouse, main level, Room 150) until **12 p.m., Monday, March 14, 2022.**

The Clallam County Conservation Futures Program Advisory Board will review applications in a public meeting as determined at the Clallam County Courthouse, Commissioner's Boardroom 160. Applicants will be notified and attendance by the applicant's representative is required for presentation and questions. Following review, Clallam County Conservation Futures Program Advisory Board will forward its recommendation to the Board of County Commissioners.

APPLICATION SUBMITTAL INFORMATION:

Submit the **original application and two copies to:**

Conservation Futures Program Advisory Board

Board of Commissioner's Office

223 East 4th Street, Suite 4 (Room 150)

Port Angeles WA 98362-3015

All copies need to be single sided and not stapled and no folders. All documents and brochures must be printed on 8.5 x 11 letter size paper to be accepted. Documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

CONTACT INFORMATION:

Questions can be directed to the Clerk of the Board by email at agores@co.clallam.wa.us or phone 360-417-2256

Clallam County Conservation Futures Program Advisory Board website can be found at this link: <http://www.clallam.net/bocc/CFPAB.html>



ALTA Commitment for Title Insurance

Issued By Old Republic Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued by:
Olympic Peninsula Title Company
403 S. Peabody
Port Angeles, WA 98362
Tel: (360) 457-4451

By:

Shellie Holden

Shellie Holden, Title Examiner

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *C. Monroe* President
Assistant *Daniel Wold* Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

This page is only a part of a 2016 ALTA Commitments for Title Insurance. This Commitment is not valid without the Notice; the Commitments to Issue Policy; the Commitments Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured Identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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Commitment for Title Insurance

403 S. Peabody St.
Port Angeles, WA 98362
(360)457-4451
(800)488-0865



495 W. Spruce St.
Sequim, WA 98382
(360)683-4179
(800)488-0864

www.olypentitle.com

Prepared For:

North Olympic Land Trust
602 E. Front St.
Port Angeles, WA 98362

Order No.: 124700-TO
Reference: Huber/

For Service on this order call: Shelle Holden at Port Angeles 360-457-4451
OR send E-Mail message to: shelle@olypentitle.com

SCHEDULE A

1. Commitment Date: **October 13, 2021 at 08:30 AM**

2. Policy or Policies to be issued:

a. ALTA Owners Policy (06/17/06)

Amount: **\$0.00**

Premium:	\$0.00
Sales Tax:	\$0.00
Total:	\$0.00

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.**

3. The estate or interest in the Land described or referred to in this Commitment is: **Fee Simple**

4. Title to said estate or interest in the Land is at the Commitment Date, vested in:

Nash Huber and Patricia McManus, as tenants in common

5. The Land referred to in this Commitment is situated in the County of Clallam, State of Washington, and is described as follows: **SEE ATTACHED EXHIBIT "A" HERETO.**

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**Commitment for Title Insurance
EXHIBIT "A"**

Order No.: 124700-TO

THAT PORTION OF THE MADISON D.C. NO.41, TOWNSHIP 31 NORTH, RANGE 4 WEST, W.M., CLALLAM COUNTY, WASHINGTON, LYING IN SECTION 36 OF SAID TOWNSHIP AND RANGE, CONVEYED TO NORMAN EUGENE MAPES AND JACOB BLAINE MAPES BY DEED RECORDED DECEMBER 30, 1982 UNDER AUDITOR'S FILE NO. 538266;

EXCEPT COUNTY ROAD KNOWN AS MARINE DRIVE.

SITUATE IN THE COUNTY OF CLALLAM, STATE OF WASHINGTON.

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**Commitment for Title Insurance
SCHEDULE B, PART I**

Requirements

Order No.: **124700-TO**

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
3. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
4. Pay the agreed amount for the estate or interest to be insured.
5. Pay the premiums, fees, and charges for the Policy to the Company.
6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
7. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
8. Due to the conflict between Federal and State laws concerning the cultivation, distribution, manufacture or sale of Marijuana (Cannabis), the Company is not able to Close or Insure any transactions involving land that is associated with these activities.
9. In order to assure timely recording, all recording packages should be sent to:

Olympic Peninsula Title Company
403 S. Peabody Street
Port Angeles, WA 98362
Attn: Recorder
10. Recording fees charged by Clallam County are billed as follows:
Deeds: \$203.50 for the 1st page and \$1.00 for each additional page.
Deeds of Trust: \$204.50 for the 1st page and \$1.00 for each additional page.

Effective as of 7/25/2021
11. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, or electricity.

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Commitment for Title Insurance
SCHEDULE B, PART I
(Continued)

12. The Company requires the proposed insured to verify that the land covered by this Commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for Title Insurance contained incomplete or inaccurate information. Notify the Company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.
13. All documents recorded in Washington State MUST include an abbreviated legal description and the parcel number on the first page of the document. The abbreviated description for this property is:

PTN MADISON DLC S36 T31 R4W W.M.

NOTES:

1. In the event this transaction fails to close and the commitment is cancelled, a cancellation fee of \$50.00 + sales tax will be charged for services rendered in accordance with our rate schedule.
2. Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets or other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
3. There are NO conveyances affecting said land recorded within 24 months of the date of this report.
4. As of the date hereof we find no matters of record in Clallam County, Washington against , which would appear as exceptions in the policy to issue, except as shown herein.

END OF SCHEDULE B, PART I

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.

**Commitment for Title Insurance
SCHEDULE B, PART II**

Exceptions

Order No.: 124700-TO

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAR STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A.** Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- B. GENERAL EXCEPTIONS:**
1. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 3. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
 4. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
 5. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
 6. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
 7. Unpatented mining claims, and all rights relating thereto.
 8. Reservations and exceptions in United States Patents or Acts in authorizing the issuance thereof.
 9. Indian tribal codes or regulations, Indian treaty or aboriginal rights including easements or equitable servitudes.
 10. Water rights, claims or title to water.

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Commitment for Title Insurance
SCHEDULE B, PART II
(Continued)

11. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

C. SPECIAL EXCEPTIONS TO FOLLOW:

1. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF R.C.W. 82.45 AND SUBSEQUENT AMENDMENTS THERETO.

AS OF THE DATE HEREIN, THE EXCISE TAX RATE FOR SAID PROPERTY IS 1.6% ON THE FIRST \$500,000.00 OF THE SALES PRICE; 1.78% ON THE PORTION OF SALES PRICE \$500,000.01 UP TO \$1,500,000.00; 3.25% ON THE PORTION OF SALES PRICE \$1,500,000.01; AND 3.5% ON THE PORTION OF SALES PRICE \$3,000,000.01 OR MORE.

2. GENERAL TAXES, (ASSESSMENTS FOR FIRE PATROL, IRRIGATION AND/OR WEED CONTROL, IF ANY) AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY:

(1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)

TAX ACCOUNT NO.: 04-31-36-150080

PROPERTY ID NO.: 45225

YEAR: 2021

AMOUNT BILLED: \$2,355.15

AMOUNT PAID: \$1,177.62

PRINCIPAL BALANCE: \$1,177.53

3. THE LANDS DESCRIBED HEREIN HAVE BEEN CLASSIFIED AS OPEN SPACE LAND DISCLOSED BY NOTICE RECORDED September 16, 1999 UNDER CLALLAM COUNTY RECORDING NO. 1999 1036079, AND ARE SUBJECT TO THE PROVISIONS OF R.C.W. 84.34, WHICH INCLUDE THE REQUIREMENT OF A CONTINUATION OF RESTRICTED USE IN ORDER TO CONTINUE THE PRESENT ASSESSMENT RATE. A CHANGE IN USE CAN CAUSE AN INCREASED ASSESSMENT RATE FOR PRESENT AND PAST YEARS.

ANY SALE OR TRANSFER OF ALL OR A PORTION OF SAID LAND REQUIRES EXECUTION OF A NOTICE OF COMPLIANCE FORM ATTACHED TO THE EXCISE TAX AFFIDAVIT.

4. ANY UNPAID ASSESSMENTS AND/OR CHARGES, AND LIABILITY FOR FUTURE ASSESSMENTS AND/OR CHARGES IMPOSED BY DOCUMENT RECORDED UNDER CLALLAM COUNTY RECORDING NO. 2015 1324755.

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: CLALLAM COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON

PURPOSE: FLOOD CONTROL WORKS

AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED

RECORDED: April 23, 1963

RECORDING NO.: 340183

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Commitment for Title Insurance
SCHEDULE B, PART II
(Continued)

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
- PURPOSE: IRRIGATION DITCH
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
RECORDED: May 15, 1972
RECORDING NO.: 412463
7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
- GRANTEE: CLALLAM COUNTY FIRE PROTECTION DISTRICT #3
PURPOSE: DRAIN FIELD
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
RECORDED: October 31, 1978
RECORDING NO.: 488643
8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
- GRANTEE: DUNGENESS FARMS, INC. A WASHINGTON CORPORATION
PURPOSE: INGRESS AND EGRESS
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
RECORDED: June 4, 2002
RECORDING NO.: 2002 1086298
9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
- GRANTEE: NASH'S FARM STORE; CHARLES NASH HUBER, PATRICIA MCMANUS-HUBER &
KIA KOZUN-ARMSTRONG
PURPOSE: WATER USE
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
RECORDED: August 21, 2015
RECORDING NO.: 2015 1324755
10. PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN DEEDS OF TRUST OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION, PLEASE CONTACT THE TITLE DEPARTMENT IMMEDIATELY FOR FURTHER REVIEW PRIOR TO CLOSING.

END OF SPECIAL EXCEPTIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

LAND TITLE COMPANY

Filed for Record at Request of LTR-PA

734238

AFTER RECORDING MAIL TO:

Name Nash Huber and Patricia McManus

Address 230 Simpson Road

City, State, Zip Sequim, WA 98282

CL-33920

Escrow No. 13976

This Space Reserved For Recording

96 FEB -1 AM 3:30

Vol 1124

Page 561

Statutory Warranty Deed

THE GRANTOR

Sean O'Loughlin, as to an undivided one-half interest,
and Izetta O'Loughlin, as to an undivided one-half interest, each as his separate
estate
for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

In hand paid, conveyed and warranted to Nash Huber and Patricia McManus, husband and wife

the following described real estate, situated in the County of Clallam, State of Washington:

That portion of the Madison D.C. No. 41, Township 31 North, Range 4 West, W.N.,
Clallam County, Washington, lying in Section 36 of said Township and Range,
conveyed to Norman Eugene Mapes and Jacob Blaine Mapes by deed recorded December
30, 1982 under Auditor's File No. 338260;
EXCEPT county road known as Marine Drive.

SUBJECT TO:

Easements of record under Auditor's File Nos. 340183 and 489643.
Right, title and interest of The State of Washington, Department of Game, as
disclosed of record under Auditor's File No. 377926.

Dated: February 1, 1996

By Sean O'Loughlin
Sean O'Loughlin

By Izetta O'Loughlin
Izetta O'Loughlin
By: Sean O'Loughlin, Attorney in Fact

By

By

State of Alaska
County of Kenai

I certify that I know or have satisfactory evidence that Sean O'Loughlin is the
person who appeared before me, and said person acknowledged that he signed this
instrument and acknowledged it to be his free and voluntary act for the uses and
purposes mentioned in this instrument.

DATED: 1/26/96

NO. 96063
CLALLAM COUNTY 1300
TRANSACTION EXCISE TAX

PAID FEB 1 1996

AMOUNT \$5000.00
COUNTY TREASURER

LFB-10

Signature of Notary Public
Printed Name of Notary E. E. P. P.
My commission expires: 8-16-96

BOOK 1124 PAGE 561

State of Alaska
County of *Barrow Borough*

I certify that I know or have satisfactory evidence that Sean O'Loughlin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Attorney in Fact for Isetta O'Loughlin to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: *1/30/96*

E. Elaine Piquero
Signature of Notary Public
Printed Name of Notary *E. Elaine Piquero*
My commission expires: *8-16-96*



318

C-7458-F

03406

RIGHT OF WAY DEED

412460-

NO. 1267
CLALLAM COUNTY
TRANSACTION EXCISE TAX *EX*
PAID MAY 15 1972
AMOUNT *Nil*
COUNTY TREASURER
BY *Donald Hunt, Dep*

Right of Way Deed

In the matter of County Road No. 9525, otherwise known as Sequim-Dungeness Road.
KNOW ALL MEN BY THESE PRESENTS That the grantor *a widower*, Harry E. Hapen ~~and Ruth E. Hapen~~,
as his separate estate In consideration of the benefits and
other valuable considerations,

, have granted, bargained, sold and conveyed, and by
these presents do grant, bargain, sell and convey unto the County of Clallam, Washington, the following described
real estate, situated in the County of Clallam, State of Washington:

All that portion of the following described property lying within 30 feet (as
measured at right angles) on each side of LINE 1 as described and recorded in
Volume 369, Page 198, Records of Clallam County.

That portion of the B. J. Madison Donation Claim in Section 31, Township 31
North, Range 3 West, W.M., Clallam County, Washington, described as follows:

Beginning at a point 50 feet north of the southeast corner of said Donation
Claim; thence North along the East line thereof 699 feet; thence West 730 feet
to the county road; thence southerly along the easterly line of said county road
to a point 50 feet north of the south line of said Donation Claim; thence East
to the point of beginning.

Also, that portion of the B. J. Madison Donation Claim in Section 31, Township 31
North, Range 3 West, W.M., Clallam County, Washington, described as follows:

Beginning at a point 749 feet North of The Southeast corner of said Donation Claim;
thence North along the East line of said Donation Claim, a distance of 340 feet;
thence West 760 feet, more or less, to the county road; thence southerly along the
East side of said county road to a point 749 feet North and 730 feet West of the
Southeast corner of said Donation Claim; thence East 730 feet to the point of
beginning.

The land being conveyed herein contains an area of 1.37 acres, more or less

181 378 PAGE 151

FILED FOR RECORD AT THE CLERK'S
OF Clallam County
RECORDED IN RECORD OF CLALLAM CO.
1972 MAY 15 PM 2:26
IN VOL. 378 PAGE 151
ALICE C. THORNE, AUDITOR
CLALLAM COUNTY, WASH.
DEPUTY

412460

To Have and to Hold the same, unto the County of Clallam, Washington, for the purpose of a public road forever.

Dated this

25th

day of

April

1972

Harry E. Mapes

(SEAL)

(SEAL)

STATE OF WASHINGTON,

County of Clallam

On this day personally appeared before me Harry E. Mapes
to me known to be the individual described in and who executed the within and foregoing instrument, and
acknowledged that he signed the same as his free and voluntary act and deed, for the uses and pur-
poses therein mentioned.

GIVEN under my hand and official seal this 25th day of April, 1972



Tom A. Anderson
Notary Public in and for the State of Washington,
residing at

VOL 378 PAGE 152

RECORDED AT THE CLALLAM COUNTY
OF Assessor
RECORDED IN RECORDS/CLALLAM CO.

99 SEP 16 AM 10:55

CLALLAM COUNTY, WASH.
BY KCH DEPUTY



1999 1036079 Clallam County

OPEN SPACE TAXATION AGREEMENT
CH. 84.34 RCW
(TO BE USED FOR "OPEN SPACE", "TIMBERLAND" CLASSIFICATION OR RECLASSIFICATION ONLY)

Grantor(s) Clallam County, 223 East Fourth Street, Port Angeles, WA 98362
Grantee(s) Nash Huber & Patricia McManus, 230 Simpson Rd, Sequim, WA 98382
Legal Description PT Tx5650 EXC RW & EXC, TX#s Madison DC Sec. 36: Twp. 31: Rq 4 (9.48 Acres); SEC 36, TWP 31N, RNG 4W WM

Assessor's Property Tax Parcel or Account Number 043136150080
Reference Numbers of Documents Assigned or Released
This agreement between Nash Huber & Patricia McManus, hereinafter called the "Owner", and Clallam County, 223 East Fourth Street, Port Angeles, WA 98362, hereinafter called the "Granting Authority".

Whereas the owner of the following described real property having made application for classification of that property under the provisions of CH. 84.34 RCW.

And whereas, both the owner and granting authority agree to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic, and economic asset to the public, and both parties agree that the classification of the property during the life of this agreement shall be for:

Open Space

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

1. During the term of this Agreement, the land shall be used only in accordance with the preservation of its classified use.
2. No structures shall be erected upon such land except those directly related to, and compatible with, the classified use of the land.
3. This Agreement shall be effective commencing on the date the legislative body receives the signed Agreement from the property owner, and shall remain in effect until the property is withdrawn or removed from classification.
4. This Agreement shall apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.
5. **Withdrawal:** The land owner may withdraw from this Agreement if, after a period of eight years, he or she files a request to withdraw classification with the Assessor. Two years from the date of that request the Assessor shall withdraw classification from the land, and the applicable taxes and interest shall be imposed as provided in RCW 84.34.070 and 84.34.108.
6. **Breach:** After the effective date of this Agreement, any change in use of the land, except through compliance with items (5), (7) or (9) shall be considered a breach of this Agreement, and shall be subject to removal of classification and liable for applicable taxes, penalties, and interest as provided in RCW 84.34.080 and 84.34.108.
7. A breach of Agreement shall not have occurred and the additional tax shall not be imposed if removal of classification resulted solely from:
 - (a) Transfer to a governmental entity in exchange for other land located within the State of Washington.

- (b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having such power in anticipation of the exercise of such power and having manifested its intent in writing or by other official action.
- (c) A natural disaster such as a flood, windstorm, earthquake, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.
- (d) Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the present use of such land.
- (e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.34.210.
- (f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(5)(f)).
- (g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(d).
8. The county Assessor may require an owner to submit data relevant to continuing the eligibility of any parcel of land described in this Agreement.
9. Reclassification as provided in Chapter 84.34 RCW.

This agreement shall be subject to the following conditions:

It is declared that this Agreement specifies the classification and conditions as provided for in CH 84.34 RCW and the conditions imposed by this Granting Authority. This Agreement to tax according to the use of the property may be annulled or canceled at any time by the Legislature.

Granting Authority:

Dated 08-25-98

Barale Y. Boardman
City or County

Chair, Board of Clallam County Commissioners

Title

As owner(s) of the herein described land I/we indicated by my/our signature(s) that I/we are aware of the potential tax liability and hereby accept the classification and conditions of this Agreement.

Dated 10-14-98

Ned Hub
Owner(s)

X Patricia J. McManus
(Must be signed by all owners)

Date signed Agreement received by Legislative Authority 10-15-98

Prepare in triplicate with one completed copy to each of the following: Owner, Legislative Authority, County Assessor

340183

EASEMENT

This indenture, made this 20th day of April, 1963, between
Harry E. Mapes & Rachel E. Mapes first party and CLALLAM COUNTY, a Municipal
 second party, Corporation of the State of Washington

WITNESSETH, that first party, in consideration of ~~one and no more~~ \$1,000.00 receipt of which is acknowledged, and the benefits which will accrue to the land of first party by the exercise of the rights herein granted, do hereby remise, release and forever quitclaim unto second party, its successors and assigns, an easement and right of way for the purposes hereinafter stated, over and through, under, along and across all or any part of that certain parcel of land situate in CLALLAM County, State of WASHINGTON, described as follows:

See Exhibit "A" attached.

Said easement and right of way are for the following purposes: The right to enter upon the above-described land to construct, reconstruct, maintain and repair a bank protection and/or other flood control works, including all appurtenances thereto, together with any enlargement or reconstruction thereof, and to trim, cut, fell and remove all such trees, brush and other natural growth and obstructions as are necessary to provide adequate clearance and to eliminate interference with, or hazards to, the structures, improvements or utilities placed on, over or under said land; and included as an appurtenance to said easement is a right of access thereto over any other lands owned by first party.

It is understood and agreed that second party and/or the United States, their contractors or agents, shall have the right to appropriate from the land above-described, such timber, rock, earth or gravel as may be necessary for the construction or repair of said bank protection and/or flood control works.

The consideration above-mentioned is accepted as full compensation for all damages incidental to the exercise of the rights above granted.

To have and to hold, all and singular the said easement and right of way, together with appurtenances, unto second party, its successors and assigns.

IN WITNESS WHEREOF, first party have hereunto set their hands, the day and year above written.

Harry E. Mapes
 First Party

Rachel E. Mapes
 First Party

STATE OF WASHINGTON
 COUNTY OF CLALLAM

On this day personally appeared before me Harry E. Mapes and Rachel E. Mapes, his/ wife to us known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal this 20th day of April, 1963.



Margaret Paul
 Notary Public

My commission expires July 20, 1966

340183

Filed for Record at the
County Clerk's Office
APR 23 1963

W/S R/P

2674

103

By *Quinn*

Not 1208) in Township 31 North, Range 4 West of the Williams
Meridian, Otsego County, Washington, described as being all
that land lying southeasterly of the centerline of the Dungeness
River and northeasterly of a line described as beginning in the
southeast corner of B. 4, Madison D.L.C., 1/2 section north of the southeast
corner of Section 25 in said Township and Range. EXCEPT there-
from, all that portion of the south 252 feet of the west 228.8
feet of the B. 4, Madison D.L.C., lying northeasterly of the
above described line.

Exhibit A to deed from
Mapas, dated 1963

412463-

31034051

EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the Grantor

Harry E. Mages, and Robert E. Mages, as widowers, of his

separate estate,

doirs

hereby grant.....and convey.....to the Grantee Duganessa Irrigation District
 their... successors and assigns, the right, privilege and authority to construct, improve, repair and
 maintain an Irrigation Ditch

across, over and upon the following land, located in Clallam County, State of
 Washington, to-wit:

That portion of the B. J. Madison Donation Claim in Section 31, Township 31
 North, Range 3 West, W.M., Clallam County, Washington, described as follows:

Beginning at a point 50 feet north of the southeast corner of said Donation
 Claim; thence North along the East line thereof 699 feet; thence West 730 feet
 to the county road; thence southerly along the easterly line of said county road
 to a point 50 feet north of the south line of said Donation Claim; thence East
 to the point of beginning.

Also, that portion of the B. J. Madison Donation Claim in Section 31, Township 31
 North, Range 3 West, W.M., Clallam County, Washington, described as follows:

Beginning at a point 749 feet North of the Southeast corner of said Donation Claim;
 thence North along the East line of said Donation Claim, a distance of 340 feet;
 thence West 760 feet, more or less, to the county road; thence southerly along the
 East side of said county road to a point 749 feet North and 730 feet West of the
 Southeast corner of said Donation Claim; thence East 730 feet to the point of
 beginning.

VOL 378 PAGE 158

✓ The land being conveyed herein contains an area of 1.37 acres, more or less.

Vol 378 Page 159

The Grantor, shall make no use of the land occupied by said Irrigation Ditch
except for ingress and egress

In exercising the rights herein granted, the Grantee, and their successors and assigns, may pass
and repass over said Irrigation Ditch, and
may cut and remove brush, trees and other obstructions which in the opinion of the Grantee in-
terfere with the flow of said irrigation ditch

The covenants herein contained shall run with the land and are binding upon all subsequent
owners thereof.

The center line of said irrigation ditch shall be parallel with, and not
more than five feet distant on either side from, a principal center line across said
land, said centerline lying 35 feet distant easterly from LINE 1 as described and
recorded in Volume 369, Page 198, Records of Clallam County.



In Witness Whereof, The said Grantor has executed this instrument the 25
day of April 19 72.

Henry E. M. Jones

STATE OF WASHINGTON,

(INDIVIDUAL ACKNOWLEDGMENT)

County of Challam

I, Ervin A. Anderson, Notary Public in and for the State of Washington, residing at Seaview, do hereby certify that on this 25th day of April, 1972, personally appeared before me

Harvey E. Mapes to me known to be the individual described in and who executed the within instrument and acknowledged his signed and sealed the same as his free and voluntary act and deed for the purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this

April, 1972

Notary Public in and for the State of Washington, residing at Seaview in said County.



FILED FOR RECORD AT THE REQUEST
OF County Road Dept
RECORDED IN RECORDS OF CHALLAM CO.
1972 MAY 15 PM 2:57
IN VOL. 378 PAGE 158
ALICE C. THORNE, AUDITOR
CHALLAM COUNTY, WASH.
Washington County DEPUTY

412463

TO	EASEMENT RIGHT OF WAY	FROM		TO									
----	--------------------------	------	--	----	--	--	--	--	--	--	--	--	--

11291

Transamerica Title Insurance Co



488613

Filed for Record at Request of

THIS INSTRUMENT IS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE STATE OF WASHINGTON.

RECORDED IN THE PUBLIC RECORDS OF THE STATE OF WASHINGTON.

1978 OCT 31 PM 3:21

533 540

b. 11/1/78

Name _____
 Address Rs 3 Box 760
 City and State Spokane

488613

Quit Claim Deed

THE GRANTOR Harry Mapes

for and in consideration of

conveys and quit claims to Clallam County Fire Protection District #3

the following described real estate, situated in the County of Clallam State of Washington,
 together with all after acquired title of the grantor(s) therein:

For easement purposes only an easement for drainfield over,
 under and across the following described property.

Beginning at the corner to Sections 25, 30, 31, 36, Town-
 ship 31 North, on the Range line between Ranges 3 and 4 West W.M.,
 thence south 748.78 feet thence S 89°41'37" W 100 feet to the
 true point of beginning thence continuing on the same bearing a
 distance of 15 feet thence N 0°08'32" E a distance of 35 feet
 thence N 89°41'37" E a distance of 15 feet thence S 0°08'32" W a
 distance of 35 feet to the true point of beginning, all situate
 in Clallam County, State of Washington.

Dated 10/31/78

X Harry Mapes
 (Individual)

By _____
 (President)

By _____
 (Secretary)

STATE OF WASHINGTON }
 COUNTY OF Clallam }

On this day personally appeared before me

Harry Mapes
 to me known to be the individual described in and
 who executed the within and foregoing instrument,
 and acknowledged that he signed the same
 as free and voluntary act and deed,
 for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this
 24th day of October, 1978.

Notary Public in and for the State of Wash-
 ington, Commission Expires Nov. 3, 1979

STATE OF WASHINGTON }
 COUNTY OF _____ }

On this day of 1978
 before me, the undersigned, a Notary Public in and for the State of Wash-
 ington, duly commissioned and sworn, personally appeared _____

and _____
 to me known to be the President and Secretary,
 respectively, of _____

the corporation that executed the foregoing instrument, and acknowledged
 the said instrument to be the free and voluntary act and deed of said corpora-
 tion, for the uses and purposes therein mentioned, and on oath stated that
 _____ authorized to execute the said instrument and that the seal
 affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first
 above written.

Notary Public in and for the State of Washington,
 residing at _____

10/31/1978

VOL 533 540

Filed for Record at the Request of:

GARY R. COLLEY
The Law Firm of
Platt Irwin Taylor
403 South Peabody
Port Angeles, WA 98362

NO. 56502
CLALLAM COUNTY
TRANSACTION EXCISE TAX



2002 1086298

Clallam
County

2002 JUN -4 PM 3:18

DATE
PAID JUN 04 2002

AMOUNT
COUNTY TREASURER
BY *G. Colley, dep*

EASEMENT

Grantors: NASH HUBER AND PATRICIA McMANUS, husband and wife
Grantee: DUNGENESS FARMS, INC., a Washington corporation
Legal Description: Sections of 25, 30, 31 and 36, T31N, R3&4W;
vacated Lots 1 through 5, Lots 10 through 19, Blk 26; vacated
Lots 1 through 5, Lots 18 and 19, Blk 21; portion lying between
Lots 15 through 19, Blk 16 and Lots 1 through 5, Blk 21; part of
Lots 2 and 3, S25, T31N, R4W; portion of Madison D.C. No. 41,
T31N, R4W, all in W.M., Clallam County, Washington.
Assessor's Property Tax Parcel Account Number: 043125 110000;
043125 350210; 043136 150080

PARTIES

1.1 **Grantors.** NASH HUBER AND PATRICIA McMANUS, husband and wife.

1.2 **Grantee.** DUNGENESS FARMS, INC., a Washington corporation.

EASEMENT

2.1 **Grant of Easement.** Grantors hereby grants to Grantee an easement as described herein of the type described herein for the purposes described herein.

2.2 **Purpose.** The purpose of this easement is for ingress and egress.

2.3 **Consideration.** This easement is for good and valuable consideration of TEN DOLLARS (\$10.00) and in recognition of the

historical use of the roadway by Dungeness Farms and existing prescriptive rights to continue said use.

2.4 Benefited Property. This easement is to benefit the following described real property situated in the County of Clallam, State of Washington:

See Exhibit A attached hereto.

2.5 Location of Easement. The location of the easement is described as follows: The existing roadway located on the top of a dike below described burdened property located in an easement area established by an easement granted to Clallam County on April 20, 1963, filed under Clallam County Auditor's File No. 340183.

2.6 Burdened Property. This easement is to burden the following described real property situated in the County of Clallam, State of Washington:

That portion of the Madison D.C. No. 41, Township 31 North, Range 4 West, W.M., Clallam County, Washington, lying in Section 36 of said Township and Range, conveyed to Norman Eugene Mapes and Jacob Blaine Mapes by deed recorded December 30, 1982 under Auditor's File No. 538266, EXCEPT county road known as Marine Drive.

2.7 Term of Easement. The term of this easement is for as long as the dike exists. Should the dike be permanently removed without reconstruction this easement shall terminate.

2.8 Maintenance and Repair. If the Grantee's use of the easement causes any damage to the existing roadway located on the easement, Grantee will be responsible for repairing said damage. Grantors assume no responsibility for maintenance or repair of

the existing roadway in the easement area.

2.9 Hold Harmless and Indemnity. Grantee agrees to indemnify Grantors and hold them harmless from and in respect of and reimburse them for any costs, expenses, claims or damages, including attorney's fees arising out of or relating to Grantee's use of the easement, provided, however, the Grantors shall remain liable for their own negligent, intentional or wilful acts with regard to the easement property.

2.9 Appurtenant Easement. The benefits and burdens granted and imposed by this instrument shall run with the lands described herein.

DATED this 11th day of April, 2002.

DUNGENESS FARMS, INC., a
Washington corporation

By [Signature]
Its President

Nash Huber, Grantor

Patricia McManus, Grantor

STATE OF WASHINGTON)
COUNTY OF CLALLAM) ss.

On this _____ day of _____, 2002, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared NASH HUBER and PATRICIA McMANUS, husband and wife, Grantors, known to be the individuals named in and who executed the within and foregoing

instrument; and they acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for
the State of Washington.
My Commission Expires:

On this 11th day of April, 2002, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES C. PIGOTT, known to be the individual named in and who executed the within and foregoing instrument; and he acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for
the State of Washington.
My Commission Expires:

the existing roadway in the easement area.

2.9 Hold Harmless and Indemnity. Grantee agrees to indemnify Grantors and hold them harmless from and in respect of and reimburse them for any costs, expenses, claims or damages, including attorney's fees arising out of or relating to Grantee's use of the easement, provided, however, the Grantors shall remain liable for their own negligent, intentional or wilful acts with regard to the easement property.

2.9 Appurtenant Easement. The benefits and burdens granted and imposed by this instrument shall run with the lands described herein.

DATED this 21st day of May, 2002.

DUNGENESS FARMS, INC., a
Washington Corporation

By
Its

Nash Huber
Nash Huber, Grantor

Patricia McManus
Patricia McManus, Grantor

STATE OF WASHINGTON)

COUNTY OF CLALLAM)

ss.

On this 21st day of May, 2002, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared NASH HUBER and PATRICIA McMANUS, husband and wife, Grantors, known to be the individuals named in and who executed the within and foregoing

instrument; and they acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Cynthia J. Lauderback
NOTARY PUBLIC in and for
the State of Washington.
My Commission Expires: 7-13-04

STATE OF WASHINGTON)

COUNTY OF CLALLAM)

ss.

On this _____ day of _____ 2002, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES C. PIGOTT, Grantee, known to be the individual named in and who executed the within and foregoing instrument; and he acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for
the State of Washington.
My Commission Expires: _____

PARCEL "A":
BEGINNING AT THE CORNER OF SECTIONS 25, 30, 31 AND 36 OF TOWNSHIP 31 NORTH, ON RANGE LINE BETWEEN RANGES 3 AND 4, WEST; THENCE WEST ON SECTION LINE 200 FEET; THENCE NORTH 566 2/10 FEET; THENCE WEST 655 FEET; THENCE NORTH 9° 53' EAST 221 6/10 FEET; THENCE NORTH 15° 50' WEST 893 6/10 FEET TO THE INITIAL POINT OF THIS DESCRIPTION; THENCE WEST 300 FEET; THENCE NORTH TO THE SHORE OF DUNGENESS BAY; THENCE EAST ALONG THE SHORE OF DUNGENESS BAY 300 FEET; MORE OR LESS TO THE WEST LINE OF THAT CERTAIN TRACT DEEDED TO FRED T. SHERMAN BY DEED RECORDED MARCH 11, 1930 UNDER AUDITOR'S FILE NO. 134826; THENCE SOUTH ALONG SAID WEST LINE TO THE INITIAL POINT, TOGETHER WITH ALL SECOND CLASS TIDE LANDS, LYING NORTH OF AND IN FRONT OF AND ADJACENT TO SAID PROPERTY.

PARCEL "B":
BEGINNING AT THE CORNER OF SECTION 25, 30, 31 AND 36, OF TOWNSHIP 31 NORTH ON RANGE LINE BETWEEN RANGES 3 AND 4, WEST; THENCE WEST ON SECTION LINE 200 FEET; THENCE NORTH 566 2/10 FEET; THENCE WEST 260 FEET TO THE INITIAL POINT OF THIS DESCRIPTION; THENCE WEST 395 FEET; THENCE NORTH 9° 53' EAST 221 6/10 FEET; THENCE NORTH 15° 50' WEST 893 6/10 FEET; THENCE NORTH TO SHORE OF DUNGENESS BAY; THENCE EASTERLY ALONG THE SHORE OF SAID DUNGENESS BAY TO A POINT INTERSECTING THE SECTION LINE BETWEEN SECTIONS 25, TOWNSHIP 31 NORTH, RANGE 4 WEST, AND SECTIONS 30, TOWNSHIP 31 NORTH, RANGE 3 WEST, PROJECTED NORTHERLY INTO SAID DUNGENESS BAY; THENCE SOUTH ALONG SAID PROJECTED SECTION LINE BETWEEN SAID SECTIONS 25 AND 30 TO A POINT WHERE THE SAME INTERSECTS THE NORTH LINE OF THE B. J. MADISON DONATION CLAIM; THENCE NORTH 70° WEST ALONG THE SAID NORTH LINE OF THE SAID B. J. MADISON DONATION CLAIM TO A POINT 30 FEET WEST OF THE WEST LOT LINE PRODUCED OF THE TOWNSITE OF DUNGENESS; THENCE SOUTH 908.36 FEET; THENCE WEST 30 FEET; THENCE SOUTH 30 FEET TO THE INITIAL POINT, TOGETHER WITH ALL SECOND CLASS TIDELANDS, LYING NORTH OF AND IN FRONT OF AND ADJACENT TO THE SAID PROPERTY;
EXCEPT THAT PORTION THEREOF LYING WESTERLY OF THE CENTER LINE OF THE DUNGENESS RIVER.

PARCEL "C":
ALL THAT PART OF LOT 1, SECTION 30, TOWNSHIP 31 NORTH, RANGE 3 WEST, SITUATE, LYING AND BEING NORTHWESTERLY OF THE ROAD OR HIGHWAY OR WHARF, WHICH ROAD IS COUNTY ROAD NO. 9526 WHICH BEARS NORTH 25° 10' 30" EAST FROM THE WEST LINE OF SAID LOT 1 WHERE THE SAME RUNS INTO GROVELAND AVE., ALSO AND TOGETHER WITH ALL SECOND CLASS TIDE LANDS LYING SITUATE AND BEING NORTHWESTERLY OF THE SAID ROAD OR HIGHWAY AND WHARF PROJECTED INTO SAID DUNGENESS BAY AND EAST OF THE WEST LINE OF SAID LOT 1, PROJECTED NORTHERLY INTO SAID DUNGENESS BAY.

PARCEL "D":
VACATED LOTS 1 THRU 5, INCLUSIVE, AND 18 THRU 19, INCLUSIVE, IN BLOCK 16, TOGETHER WITH VACATED FIR STREET ADJOINING SAID BLOCK ON THE WEST, AND VACATED ALLEY'S IN SAID BLOCK;
ALSO VACATED LOTS 1 THRU 5 INCLUSIVE AND 18 AND 19 IN BLOCK 21, TOGETHER WITH THE NORTH HALF OF VACATED ALLEY ABUTTING SAID LOTS 1 THRU 5 INCLUSIVE, AND THE NORTH HALF OF VACATED ALLEY ABUTTING SAID LOTS 18 AND 19 IN SAID BLOCK 21; ALSO VACATED LOTS 1, 18 AND 19 IN BLOCK 28, TOGETHER WITH THE NORTH HALF VACATED ALLEY ABUTTING SAID LOT 1, AND THE SOUTH HALF OF VACATED ALLEY ABUTTING SAID LOTS 18 AND 19 IN SAID BLOCK 28.
ALSO THAT PORTION OF VACATED 4TH STREET LYING BETWEEN LOTS 15 THRU 19 INCLUSIVE, SAID BLOCK 16 AND LOTS 1 THRU 5, INCLUSIVE, SAID BLOCK 21; ALL IN THE PLAT OF DUNGENESS, ACCORDING TO PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 69, RECORDS OF CLALLAM COUNTY, WASHINGTON.

PARCEL "E":

THAT PART OF LOTS 2 AND 3 OF SECTION 25 AND OF E. H. MC ALMOND DONATION LAND CLAIM AND OF B. J. MADISON DONATION LAND CLAIM, AND OF ADJOINING TIDELANDS AND SHORELANDS LYING IN SECTION 25, TOWNSHIP 31 NORTH, RANGE 4 WEST, W.M., WHICH IS BOUNDED ON THE NORTH BY DUNGENESS BAY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 25 AND 36 TOWNSHIP 31 NORTH, RANGE 4 WEST AND TO SECTION 30 AND 31, TOWNSHIP 31 NORTH, RANGE 3 WEST, W.M.; THENCE WEST ON THE SECTION LINE 200 FEET; THENCE NORTH 566.2 FEET; THENCE WEST 655 FEET; THENCE NORTH 9° 53' EAST 221.6 FEET; THENCE NORTH 15° 50' WEST 893.6 FEET; THENCE WEST TO THE CENTER LINE OF THE DUNGENESS RIVER AS THE SAME EXISTS AT THIS TIME AND BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTHWESTERLY FOLLOWING THE CENTER LINE OF SAID DUNGENESS RIVER TO THE POINT OF INTERSECTION OF SAID CENTER LINE WITH THE WESTERLY LINE OF THE TRACT CONVEYED BY HENRY MC ALMOND AND MABEL MC ALMOND, HIS WIFE TO FRED T. SHERMAN BY WARRANTY DEED DATED MAY 9, 1930, RECORDED IN VOLUME 121 OF DEEDS, PAGE 18, RECORDS OF CLALLAM COUNTY, WASHINGTON, THENCE NORTH ALONG THE WEST LINE OF SAID SHERMAN TRACT 720 FEET MORE OR LESS, TO THE SHORELINE OF DUNGENESS BAY; THENCE WESTERLY ALONG SAID SHORELINE APPROXIMATELY NORTH 77° WEST APPROXIMATELY 300 FEET; THENCE CONTINUING ALONG SAID SHORELINE IN A WESTERLY DIRECTION TO THE INTERSECTION OF SAID SHORELINE WITH THE CENTER LINE OF THE DUNGENESS RIVER AT ITS MOUTH; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE CENTER LINE OF SAID RIVER APPROXIMATELY SOUTH 47° EAST APPROXIMATELY 400 FEET; THENCE CONTINUING ALONG THE CENTER LINE OF SAID RIVER APPROXIMATELY NORTH 89° EAST APPROXIMATELY 800 FEET; THENCE CONTINUING ALONG THE CENTER LINE OF SAID RIVER APPROXIMATELY SOUTH 61° 42' EAST APPROXIMATELY 570 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 19 ACRES MORE OR LESS, TOGETHER WITH ALL TIDELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATE IN FRONT OF ADJACENT TO OR ABUTTING THEREON, ALL SITUATED IN CLALLAM COUNTY, STATE OF WASHINGTON.



**Nash's Farm Store, Attn: Patty McManus
4681 Sequim-Dungeness Way
Sequim, WA 98382**

EASEMENT FOR WATER USE

County: Clallam County, Washington

Grantor: Nash's Organic Produce; Charles Nash Huber & Patricia McManus-Huber, owners

Grantee: Nash's Farm Store; Charles Nash Huber, Patricia McManus-Huber & Kia Kozun-Armstrong, owners

Affected properties:

Grantor is currently owner of the property at 1865 E. Anderson Rd., Sequim, WA 98382
Parcel # 043136150080, as shown on the attached legal description, EXHIBIT "A".

Grantee is currently owner of the property at 4681 Sequim-Dungeness Way, Sequim, WA 98382
Parcel # 043136110180, as shown on the attached legal description, EXHIBIT "B".

1. Grantor does hereby grant to Grantee, its successors and assigns, and Grantee hereby accepts a Water Use Easement for a portion of Grantor's water originating from the well designated on the attached map as EXHIBIT "C".
2. The easement described above shall be for water use and for unrestricted ingress and egress to Grantor's property for the purpose of installing, repairing, testing, maintaining, and replacing the infrastructure.
3. Grantor shall not locate any structures within the easement. Grantor may use the surface of the easement provided such use does not interfere with Grantee's rights contained in this easement. Grantor shall not permit any other utilities to be located in the easement without the written consent of Grantee. The easement shall perpetually encumber the property.
4. Grantee shall be responsible for the maintenance of water equipment and facilities located within the easement. Grantor shall be responsible for landscape and surface maintenance within the easement. Grantee's use of the easement shall not unreasonably interfere with Grantor's use of its property.

5. Grantee hereby agrees to defend, hold harmless, and indemnify Grantor, its successors and assigns, from any claim of liability or any other claim involving the well or water line or arising out of the Grantee's use of the easement described above, unless caused by Grantor's negligent or willful conduct or Grantor's failure to fulfill its maintenance obligations as set forth in the attached JOINT USE & MAINTENANCE AGREEMENT, EXHIBIT "D".
6. In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.
7. The terms, conditions, and provisions of this agreement shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.
8. In case suit or action is instituted in connection with this agreement, the prevailing party shall be entitled to recover from the losing party such sums as the court may adjudge reasonable as attorney fees and costs in such suit or action or upon appeal.

This Easement is executed as of the date of acknowledgement of Grantor's signature, but shall be deemed effective as of the Effective Date stated below.

Effective Date

8/21/2015

Grantor

Nash Hub

Grantor

Patricia McMenus-Huber

Notary

R E Reese

Witness

Penelope J. Cope

Witness

Edward J. Bailey

ROBINA E REESE
Notary Public
State of Washington
My Commission Expires
July 05, 2019

[Exhibit "A": Description of the Land, Grantor]

[Exhibit "B": Description of the Land, Grantee]

[EXHIBIT "C": Map of the Lands subject to the Easement]

[EXHIBIT "D": Joint Use & Maintenance Agreement]

LAND TITLE COMPANY

Filed for Record at Request of LTX-PA

73-1238

AFTER RECORDING MAIL TO:

Name Nash Huber and Patricia McManus

Address 230 Simpson Road

City, State, Zip Sequim, WA 98282

CL-33920

Record No. 13976

This Space Reserved For Recording Stamp

96 FEB -1 PM 3:30

Vol 1144 561

Page 1

Statutory Warranty Deed

THE GRANTOR

Sean O'Loughlin, as to an undivided one-half interest,
and Isabella O'Loughlin, as to an undivided one-half interest, each as his separate
estate
for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

do hereby sell, convey and warrant to Nash Huber and Patricia McManus, husband and wife

the following described real estate, situated in the County of Clallam, State of Washington:

That portion of the Madison D.C. No. 41, Township 31 North, Range 4 West, W.M.,
Clallam County, Washington, lying in Section 36 of said Township and Range,
conveyed to Norman Eugene Mapes and Jacob Blake Mapes by deed recorded December
30, 1982 under Auditor's File No. 539266;
EXCEPT county road known as Marine Drive.

SUBJECT TO:

Easements of record under Auditor's File Nos. 340183 and 489643.
Right, title and interest of The State of Washington, Department of Game, as
disclosed of record under Auditor's File No. 377926.

Dated: February 1, 1996

By Sean O'Loughlin By Isabella O'Loughlin
Sean O'Loughlin Isabella O'Loughlin
By: Sean O'Loughlin, Attorney in Fact

By Sean O'Loughlin

State of Alaska
County of Denali

I certify that I know or have satisfactory evidence that Sean O'Loughlin is the
person who appeared before me, and said person acknowledged that he signed this
instrument and acknowledged it to be his free and voluntary act for the uses and
purposes mentioned in this instrument.

DATED: 1/30/96

NO. 30763
CLALLAM COUNTY 1310
TRANSACTION EXCISE TAX

PAID FEB 1 1996
AMOUNT \$5000.00
COUNTY TREASURER
John M. Gordon

Signature of Notary Public
Printed Name of Notary E. E. Evans, Notary
My commission expires: 8/16/96

BOOK 1124 PAGE 561



RESOLUTION 55, 2022

3a
5/24/22

AUTHORIZING EXPENDITURES FROM THE
CONSERVATION FUTURES FUND FOR APPROVED 2022 APPLICATIONS

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. Pursuant to RCW 84.24.230 and Clallam County Ordinance 958 – Clallam County Code Section 5.45, Clallam County adopted and imposed a property tax levy and created a special fund known as the Conservation Futures Fund to which all such levy proceeds shall be credited. The purpose of the fund is to acquire interest or rights in real property in order to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the county and its citizens.
2. The statute requires the establishment of a Conservation Futures Program Advisory Board.
3. The Conservation Futures Program Advisory Board shall recommend to the Board of County Commissioners criteria for selection of the projects to be funded, make annual or more frequent recommendation to the Board of County Commissioners for projects to be funded as part of the conservation futures program and shall develop strategic, long-term plans for the program.
4. The Conservation Futures Program Advisory Board received two applications from North Olympic Land Trust for Charles Nash Huber and Patricia McManus and Gloria A. Davis Family Limited Partnership.
5. The Conservation Futures Program Advisory Board met on May 11, 2022 to review applications and make a recommendation to the Board of Commissioners

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

1. Concurs in the recommendation of the Conservation Futures Program Advisory Board.
2. Authorizes a one-time expenditure from the Conservation Futures Fund to be allocated as follows:
Charles Nash Huber and Patricia McManus up to \$100,000
Gloria A. Davis Family Limited Partnership up to \$400,000

PASSED AND ADOPTED this 24th day of May 2022

ATTEST:

L. Gores

Loni Gores, CMC, Clerk of the Board



BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Dumas
Mark Dumas, Chair

Randy Johnson

Randy Johnson

Bill Beach
Bill Beach

A22.33



AGENDA ITEM SUMMARY

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

Department: Parks, Fair & Facilities

WORK SESSION ☒ **Meeting Date: 01.09.2023**

REGULAR AGENDA ☒ **Meeting Date: 01.17.2023**

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
 ☒ **RFQ for Professional Services**

Documents exempt from public disclosure attached: ☐

Executive summary:

This is our annual Request for Qualifications (RFQ) and Letters of Interest for Professional Services for the year 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?** ☐

None, with the exception of advertising.

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

I recommend the Board approve the RFQ announcement for 2023 and authorize the Chair to sign.

County Official signature & print name: Rick McFarlen Rick McFarlen

Name of Employee/Stakeholder attending meeting: _____ Rick McFarlen

Relevant Departments: _____ Parks, Fair & Facilities

Date submitted: 01.09.2023

* 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)**

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JAN 17 2023

**REQUEST FOR QUALIFICATIONS (RFQ)
2023 ARCHITECTURE/ENGINEERING CONSULTING SERVICES**

**CLALLAM COUNTY
PARKS, FAIR & FACILITIES DEPARTMENT**

Clallam County is soliciting proposals from interested parties to provide Architectural, Engineering and other Professional Services to the Board of Clallam County Commissioners. Proposals will be received at until **10 a.m., Tuesday, February 14, 2023** at which time they will be opened publicly and read aloud.

The sealed proposals must be clearly marked on the outside of the envelope, **"Qualifications – 2023 Architecture/Engineering Consulting Services."** Address proposal to: Board of Clallam County Commissioners, 223 East 4th Street, Suite 4, Port Angeles, Washington 98362 or hand-deliver to 223 East 4th Street, Room 150, Port Angeles, Washington. Documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

An informational packet on proposal requirements may be obtained Monday through Friday, 8 a.m. to 4:30 p.m., from:

Clallam County Parks, Fair & Facilities Department
223 East 4th St., Suite 7
Port Angeles, WA 98362-3015
Attn: Rick McFarlen, Deputy Director
PH: 360.417.2302
EMAIL: rick.mcfarlen@clallamcountywa.gov (preferred)

Professional services may include:

1. Architecture/Landscape Architecture/Miscellaneous: Building construction consisting of re-roofs; alterations/additions; New Construction; ADA improvements; facility signage improvements; floor covering; painting; parks and fairgrounds facility and grounds improvements; fairgrounds master planning; historic preservation; facility/park/site master planning; graphic design; facility safety and security assessments; feasibility studies and other associated work to be determined.
2. Engineering: Parking lot design; drainage and storm water design; water system improvements; septic systems, lift station and drain-field design; fire alarm and notification system upgrades; HVAC systems improvements and replacements; water system repairs and design, building access control, camera and security upgrades and design; structural analysis/design; surveying, parks and fairgrounds facility and grounds related improvement projects; environmental mitigation and permitting; utilities design; building energy analysis/assessment; feasibility studies and other associated work to be determined.
3. Environmental: NEPA/SEPA/EIS documentation; archeological/cultural resources surveys; environmental/geotechnical analysis and reports, hazardous materials surveys and underground fuel tank de-commissioning; wetland delineation and mitigation, shoreline assessment and permitting, and other associated work to be determined.

Clallam County hereby notifies all that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined in Title VI of the Civil Rights Act of 1964 at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

PASSED THIS _____ day of _____ 2023

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Loni Gores, Clerk of the Board

Mark Ozias, Chair

c: Parks, Fair & Facilities

Publish: January 27th and February 3rd, 2023

Bill: Parks, Fair & Facilities Department

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JAN 17 2023



AGENDA ITEM SUMMARY

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

Department: Department of Community Development

WORK SESSION ☒ **Meeting Date:** January 9, 2022

REGULAR AGENDA ☒ **Meeting Date:** January 17, 2022

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: Current Use Assessment Approval |

Documents exempt from public disclosure attached: ☐

Executive summary:

In the second half of 2022, Clallam County received 1 new applications for entrance into the Open Space Tax Program (Current Use), as well as 6 requests for reclassification from the Farm & Agriculture and Designated Forest Land Tax Designations into the Open Space Tax Program (Current Use). DCD Staff prepared staff reports for each application determining their eligibility for the Open Space program as well as analyzing the tax shifts that would result from said application. On December 14, 2022, the Clallam County Planning Commission held a public meeting reviewing the provided staff reports. The Planning Commission voted 7-0 to recommend that the Board of Clallam County Commissioners take action on the approval of the second half 2022 Current Use Assessment Applications consistent with the provided reports.

Budgetary impact: No Budgetary Impact. Approval of the Open Space Tax Program (Current Use) applications will result in new tax classifications for subject parcels, but will have no direct budgetary impact. **If a budget action is required, has it been submitted and a copy attached?** ☐

Recommended action: Vote to Approve Current Use Assessment Applications for the second half of 2022.

County Official signature & print name:

Bruce W. Emery Bruce Emery

Name of Employee/Stakeholder attending meeting: Katherine Connors, Planner II

Relevant Departments: Department of Community Development & Office of the Assessor

Date submitted: January 4, 2022

- * 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)

COMMISSIONER ITEM SUMMARY
 Revised: 3-04-2019



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JAN 17 2023

RESOLUTION _____, 2023

AUTHORIZING ACTION ON CURRENT USE ASSESSMENT (CUA) APPLICATIONS
PURSUANT TO CLALLAM COUNTY CODE CHAPTER 27.08, OPEN SPACE

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Clallam County Open Space Code (CCC 27.08) was adopted pursuant to RCW 84.34, commonly known as the Open Space Tax Act.
2. The purpose of the Open Space Tax Act is to promote the preservation of open space, natural features, natural resources, scenic beauty and public recreation for the social well-being of the state and its citizens by valuing property based on its current use, rather than the highest and best use.
3. In the second half 2022, Clallam County received 6 requests for reclassification into the Open Space Program AND 1 new application into the Open Space Program.
4. In accordance with Clallam County Codes 27.08, Open Space; 26.01, Planning Agency; and Title 31, Comprehensive Plan, the Planning Commission held a duly advertised public hearing December 14, 2022 and motioned to approve the Open Space applications by a vote of 7-0.
5. The recommendation of the Planning Commission and corresponding changes in land valuation are reflected below:

TABLE 1: 2022 Current Use Assessment Open Space Applications

Application Number	Applicant Name	Parcel Number	Parcel Acres	Acreage added to Program	Program Applied For	Tax Shift	
CUA2022-00001	Rebecca Mahan	083011-220050	8.25	7.25	O/S Reclass	\$542.00	to Applicant
CUA2022-00002	Jack Janis	043035-110280	10.14	9.14	O/S Reclass	\$808.81	
CUA2022-00003	Shannalee & Eric Wahage	033131-252030	5.47	5.47	O/S Reclass	\$975.84	
CUA2022-00006	Michael Stevens	043014-110000	40.8	19.8	O/S Reclass	4,057.75	
CUA2022-00008	Kenneth H Baar on behalf of Annabelle Baar	083003-321700	34.10	8.03	O/S Reclass	\$536.27	
CUA2022-00005	David Chambers	052905-110000	16.93	15.93	O/S Reclass	\$247.00	to Public
CUA2022-00007	Dennis White & Hong Loan Tran	033031-500950	4.17	4.17	O/S New	\$47.59	

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

- 1. Approve the second half 2022 Current Use Assessment application and corresponding changes reflected above as consistent with Clallam County Code, Chapter 27.08, Open Space.

PASSED AND ADOPTED this _____ day of _____ 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Commissioner, Chair

ATTEST:

Commissioner

Loni Gores, CMC, Clerk of the Board

Commissioner

Staff Report to the Clallam County Planning Commission

2022 Current Use Assessment Applications

December 14, 2022

BACKGROUND

The Clallam County Open Space Code (CCC 27.08) was adopted pursuant to RCW 84.34, commonly known as the Open Space Tax Act. The purpose of the Open Space Tax Act is to promote the preservation of open space, natural features, natural resources, scenic beauty, and public recreation for the social well-being of the state and its citizens by valuing property based on its current use, rather than its highest and best use. Open Space properties are assessed based on Public Benefit Resources as identified and adopted by the local legislative authority. The tax burden resulting from approval in the program is shifted to other tax payers in that taxing district. The intent is that the tax shift is offset by the public benefit derived by maintaining the property in its current use according to the chapter.

Attached are the packet items for review in preparation for the public hearing regarding the 2022 Current Use Assessment (CUA) applications (new and reclassifications).

- Statistical Summary Tables
- Data Spreadsheet for New and Reclassification Applications (Table 1)
- Draft Decision Document
- Individual Staff Reports

See below for a description of each section.

APPLICATION DATA

Table 1 contains the summary information for the new and reclassification applications under consideration: name, parcel number, acreage, and tax effect.

DRAFT DECISION DOCUMENT

Chapter 27.08 does not require that the Planning Commission prepare Findings of Fact and Conclusions of Law when making a recommendation to the Board of County Commissioners for action on CUA Applications. However, it is important to ensure that any recommendation of the Planning Commission is well documented and that the intent of the recommendation is clearly stated to the Board of County Commissioners for their consideration and action. That is why this Draft Decision Document has been submitted for your consideration. These documents summarize the applications currently under consideration.

Notwithstanding any additional changes, staff would recommend that this document be cited when making final recommendations on this matter. Certainly, if there are any changes that affect the outcome or decisions reached on any application, staff will modify this document accordingly to ensure it reflects the record.

STAFF REPORTS

Staff reports for each application review under consideration are included in the Planning Commissioner's packets. Applications, professional reports and other supporting documents

are not included, but available online. To read individual applications at Clallam.net, follow the "Permits and Licenses" link to the "online permit system."

STATISTICAL SUMMARIES

The table below provides a summary of the reclassification reviews and new case under consideration in this cycle and the corresponding tax shift as a result of approval of staff recommendations. The Staff Reports provide case-specific data that shows how the property owners will be affected should staff's recommendations be approved by the Planning Commission. Staff is recommending approval to add one (1) new parcel into the Open Space Program. Staff is also recommending approval of the Reclassification reviews presented in this round (6 parcels, 6 owners).

Second Half 2022 Open Space Application Summary	
ACREAGES WITH TAX INCREASES (reclassification to O/S from other program)	49.7
DOLLAR AMOUNT OF TAX INCREASES (to owners)*	\$6920.81
ACREAGES WITH TAX DECREASES (new and reclassification to O/S)	19.8
DOLLAR AMOUNT OF TAX INCREASES TO THE PUBLIC	\$294.59

* Shifted from the public back to the individual owners

TABLE 1: 2022 Current Use Assessment Open Space Applications

Application Number	Applicant Name	Parcel Number	Parcel Acres	Acreage added to Program	Program Applied For	Tax Shift	
CUA2022-00001	Rebecca Mahan	083011-220050	8.25	7.25	O/S Reclass	\$542.00	to Applicant
CUA2022-00002	Jack Janis	043035-110280	10.14	9.14	O/S Reclass	\$808.81	
CUA2022-00003	Shannalee & Eric Wahage	033131-252030	5.47	5.47	O/S Reclass	\$975.84	
CUA2022-00006	Michael Stevens	043014-110000	40.8	19.8	O/S Reclass	4,057.75	
CUA2022-00008	Kenneth H Baar on behalf of Annabelle Baar	083003-321700	34.10	8.03	O/S Reclass	\$536.27	
CUA2022-00005	David Chambers	052905-110000	16.93	15.93	O/S Reclass	\$247.00	to Public
CUA2022-00007	Dennis White & Hong Loan Tran	033031-500950	4.17	4.17	O/S New	\$47.59	

Respectfully Submitted,



Katherine Connors

Department of Community Development, Clallam County

**2nd Half 2022 Current Use Assessment Applications Decision Document
of the Clallam County Planning Commission
December 14, 2022**

BACKGROUND

The Clallam County Open Space Code (CCC 27.08) was adopted pursuant to RCW 84.34, commonly known as the Open Space Tax Act. The purpose of the Open Space Tax Act is to promote the preservation of open space, natural features, natural resources, scenic beauty and public recreation for the social well-being of the state and its citizens by valuing property based on its current use, rather than the highest and best use. An Open Space application's tax valuation is based on Public Benefit Resources as identified by the Ratings Table and adopted by the Planning Commission. The tax burden resulting from approval in the program is shifted to tax payers not enrolled in the program within the respective taxing district. The intent is the tax shift is offset by the public benefit derived by maintaining the property in its current use.

In 2022, the Clallam County Assessor's Office received 1 new Open Space applications for 1 parcels, and 6 applications for reclassifying 6 parcels into the County's Open Space Program from the Farm and Agriculture classification and the Designated Forest Land classification.

In accordance with the Clallam County Open Space Code (CCC 27.08), Planning Agency (CCC 26.01), and Title 31, Clallam County Comprehensive Plan, the Planning Commission held a duly advertised public hearing on December 14, 2022.

Following the close of the public hearing and after consideration of the applications, staff recommendation, public testimony, and other information provided at the public hearing, the Clallam County Planning Commission by a vote of 7-0 hereby recommends that the Board of Clallam County Commissioners take action on the 2022 Current Use Assessment Applications consistent with Table 1.

Respectfully Submitted,



Katherine Connors, Planner II

Department of Community Development, Clallam County

Staff Report to the Planning Commission

Current Use Assessment CUA2022-00001

December 20, 2022

*Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277*

1. PROJECT INFORMATION:

- A. Applicant: Rebecca Mahan Baillargeon
427 Liljedahl Road
Port Angeles, WA 98363
- B. Property IDs: 083011-220050 (geographic) 76261 (property)
- C. Parcel Acreage: 8.25 total acres
- D. Acreage Under Review: 7.25
- E. Home Site: Yes, 1 acre
- F. Legal Description: W417 EXC N447 OF NWNW SUR V23 P74 LINE SURV V46 P98
- G. Zoning: RLM, Rural Low Mixed
- H. Review Synopsis: Property is being reviewed as a reclassification request from Farm and Agriculture to Current Use.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRs) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 2 PBRs points on the acreage for 5% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Type 3 Stream	CCC 27.08.060(4)	2
Total		2

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence of a Type 3 creek under the eligibility language of the definition found in CCC 27.08.060(4), *"properties which contain or abut Types 1 through 5 streams as defined by WAC 222-16-030..."*.
3. This review grants 5% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2022 Levy Rate (per \$1000 of Value) tax area 153	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Owner
\$1,145	\$66,196	8.338209	\$9.55	\$552	\$542

* Farm Assessed value is \$158/ac on 7.25 acres or \$1,145

** This is 95% of full Market Value of \$69,680 or 5% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 5% reduction in land valuation for 7.25 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

Staff Report to the Planning Commission

Current Use Assessment CUA2022-00002

December 20, 2022

*Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277*

1. PROJECT INFORMATION:

- A. Applicant: Jack Milton Janis
235 Wildwood Lane
Sequim, WA 98362
- B. Property IDs: 043035-110280 (geographic) 83383 (property)
- C. Parcel Acreage: 10.14 total acres
- D. Acreage Under Review: 9.14
- E. Home Site: Yes, 1 acre
- F. Legal Description: PARCEL B BLA SUR V75 P32 FKA PTN SURV V50 P57
- G. Zoning: R5, Rural Low
- H. Review Synopsis: Property is being reviewed as a reclassification request from Farm and Agriculture to Current Use.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRS) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 6 PBRS points on the acreage for a 20% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Meander Hazard Zone	CCC 27.08.060(2)	3
Development Pressure	CCC 27.08.060(16)(a)	3
Total		6

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence of a Meander Hazard Zone from the Dungeness River as described in CCC 27.08.060(2) (*within riparian meander hazard zones as designated by the Clallam County critical areas maps.*). As the property does not gain any point benefits through the streams definition, it does gain points for the Meander Hazard Zone.
3. The parcel is granted points for "development pressure," as described under the eligibility language of the definition found at CCC 27.08.060(16)(a) (*"zoned ..., R5, ... subject property must be large enough to be legally subdividable"*). The property is larger than the required 9.6 acres to divide within the zone.
4. This review grants 20% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2022 Levy Rate (per \$1000 of Value) tax area 202	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Owner
\$5,182	\$93,945	9.107475	\$47.19	\$856	\$808.81

* Farm Assessed value is \$567/ac on 9.14 acres or \$5,182

**A. This is 80% of full Market Value of \$117,431 or 20% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 20% reduction in land valuation for 9.14 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

Staff Report to the Planning Commission

Current Use Assessment CUA2022-00003

December 20, 2022

*Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277*

1. PROJECT INFORMATION:

- A. Applicant: Shannalee & Eric Wehage
15140 Palmer Ln
Tenino, WA 98589
- B. Property IDs: 033131-252030 (geographic) 27965 (property)
- C. Parcel Acreage: 5.48 total acres
- D. Acreage Under Review: 5.48
- E. Home Site: None; vacant lot.
- F. Legal Description: PARCEL 1 SURVEY V2 P74 AKA PTN MADISON DC
- G. Zoning: R5, Rural Low
- H. Review Synopsis: Property is being reviewed as a reclassification request from Farm and Agriculture to Current Use.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRs) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 3 PBRs points on the acreage for a 10% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Type 2 Stream	CCC 27.08.060(4)	3
Total		3

*Per CCC 27.08.080 table footnote, may be increased to 6 points if the landowner agrees to maintain a riparian buffer twice that provided by the Clallam County Critical Areas Code, Chapter 27.12 CCC.

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence of a Type 2 stream along the northern property line. Per CCC 27.08.060(4), *"properties which contain or abut Types 1 through 5 streams as defined by WAC 222-16-030..."*
3. This review grants 10% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2022 Levy Rate (per \$1000 of Value) tax area 202	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Owner
\$3,107	\$122,768	9.10747	\$142.16	\$1,118	\$975.84

*Farm Assessed value is \$567/ac on 5.48 acres or \$3,107

**This is 90% of full Market Value of \$136,409 or 10% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 10% reduction in land valuation for 5.48 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

Staff Report to the Planning Commission

Current Use Assessment CUA2022-00005

December 20, 2022

*Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277*

1. PROJECT INFORMATION:

- A. Applicant: David Chambers
4592 Deer Park Rd
Port Angeles, WA 98362
- B. Property IDs: 052905-110000 (geographic) 47393 (property)
- C. Parcel Acreage: 16.63 total acres
- D. Acreage Under Review: 15.63
- E. Home Site: Yes, 1 acre.
- F. Legal Description: GOVT LOT 1 EXC S 280FT AND EXC N 495FT NENE LINE
SURV V76 P72
- G. Zoning: RCC5, Rural Character Conservation 5
- H. Review Synopsis: Property is being reviewed as a reassessment case to the Open Space Program. Applicant previously was in Open Space under CUA2018-00030 during an audit, in which it was given a 10% reduction.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRs) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 7 PBRs points on the acreage for a 20% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Type 3 Stream	CCC 27.08.060(4)	2
Landslide Hazard	CCC 27.08.060(13)	2
Development Pressure	CCC 27.08.060(16)(a)	3
Total		7

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence of a Type 3 Stream that runs centrally through the parcel.
3. The subject parcel is granted points for Landslide Hazard Areas located centrally and along the western property line.
4. The parcel is granted points for "subdividability," as described under the eligibility language of the definition found at CCC 27.08.060(16)(a) ("*large enough to be legally subdividable*").
5. This review grants 20% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value	Value if Approved*	2022 Levy Rate (per \$1000 of Value) tax area 102	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Other Taxpayers
\$112,080,	\$89,664	11.04912	\$1,238	\$991	(\$247)

* This is 80% of full Market Value of \$112,080 or 20% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 20% reduction in land valuation for 15.63 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

Staff Report to the Planning Commission

Current Use Assessment CUA2022-00006

December 20, 2022

*Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277*

1. PROJECT INFORMATION:

- A. Applicant: Michael Stevens
1283 Simmons Ln
Novato, CA 94945
- B. Property IDs: 043014-110000 (geographic) 37691 (property)
- C. Parcel Acreage: 40.8 total acres
- D. Acreage Under Review: 19.8
- E. Home Site: Yes, 1 acre.
- F. Legal Description: NENE
- G. Zoning: R5, Rural Low
- H. Review Synopsis: Property is being reviewed as a reclassification request from Farm and Agriculture to Current Use. 20 acres will be remaining in agriculture, with 19.8 acres going to Open Space, with 1.0 acres taken out for the home site.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRs) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 6 PBRs points on the acreage for a 20% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Floodplain, floodway, and meander hazard zone	CCC 27.08.060(1), (2)	3
Development Pressure	CCC 27.08.060(16)(a)	3
Total		6

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence floodway, floodplain, and meander hazard zone, all of which are located in the southwestern region of the parcel.
3. The parcel is granted points for "development pressure," as described under the eligibility language of the definition found at CCC 27.08.060(16)(a) ("*zoned ..., R5,... subject property must be large enough to be legally subdividable*"). The property is larger than the required 9.6 acres to divide within the zone.
4. This review grants 20% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2022 Levy Rate (per \$1000 of Value) tax area 202	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Owner
\$11,226.60	\$456,800	9.107475	\$102.25	\$4,160	\$4,057.75

*Farm Assessed value is \$567/ac on 19.8 acres or \$11,226.60

**This is 80% of full Market Value of \$571,000 or 20% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 20% reduction in land valuation for 19.8 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

Staff Report to the Planning Commission

Current Use Assessment CUA2022-00007

December 20, 2022

*Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277*

1. PROJECT INFORMATION:

- A. Applicant: Dennis White & Hong Loan Tran
64 Lester Way
Sequim, WA 98382
- B. Property IDs: 033031-500950 (geographic) 26722 (property)
- C. Parcel Acreage: 4.19 total acres
- D. Acreage Under Review: 4.19
- E. Home Site: No, undeveloped lot.
- F. Legal Description: LOT 23 LESTER MCFARLAND FARM V6 OF PLATS P74
- G. Zoning: NC, Rural Neighborhood Conservation
- H. Review Synopsis: Property is being reviewed as a reclassification request from Vacant Land to Open Space.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRS) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 2 PBRS points on the acreage for a 5% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Unclassified* Wetland	CCC 27.08.060(8)(b)	2
Total		2

*Per CCC 27.08.060(8), landowners whose properties contain unclassified wetlands may choose to either provide documentation that specifies the classification of the subject wetland or accept public benefit points equal to that provided for Class III wetlands.

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence of undelineated wetlands on the property. Unclassed wetlands accept public benefit points equal to that of Class III wetlands unless the applicant provides *"documentation that specifies the classification of the subject wetland. If necessary, such documentation shall be prepared, at the landowner's expense, by a professional consultant approved by Clallam County,"* CCC 27.08.060(8).
3. This review grants 5% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2022 Levy Rate (per \$1000 of Value) tax area 202	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Other Taxpayers
\$104,501	\$99,276	9.107475	\$951.74	\$904.15	(\$47.59)

* This is 95% of full Market Value of \$104,501 or 5% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 5% reduction in land valuation for 4.19 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277

Staff Report to the Planning Commission

Current Use Assessment CUA2022-00008

December 20, 2022

*Prepared by the Clallam County Department of Community Development, Planning Division
223 East Fourth Street, Port Angeles (360) 417-2277*

1. PROJECT INFORMATION:

- A. Applicant: Kenneth H Baar
623 Dempsey Rd
Port Angeles, WA 98363
- B. Property IDs: 083003-321700 (geographic) 75894 (property)
- C. Parcel Acreage: 34.10 total acres
- D. Acreage Under Review: 8.03
- E. Home Site: No, undeveloped lot.
- F. Legal Description: NWSW EXC R/W AND EXC TAX #8192 AND EXC PTN IN DFL
- G. Zoning: RLM, Rural Low Mixed
- H. Review Synopsis: Property is being reviewed as a reclassification request from Farm and Agriculture to Current Use.

2. PLANNING DIVISION ANALYSIS:

The parcel is eligible for several categories under the Public Benefit Rating System (PBRS) CCC 27.08.060. See discussion in Findings.

The subject parcel qualifies for 5 PBRS points on the acreage for a 20% reduction.

Public Benefit Description	Clallam County Code Reference	Public Benefit Rating Points
Type 4 Stream	CCC 27.08.060(4)	2
Development Pressure	CCC 27.08.060(16)(a)	3
Total		5

3. FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDED ACTION:

A. Findings of Fact and Conclusions of Law:

1. This Current Use Assessment has been reviewed in accordance with the requirements of Chapter 27.08 Clallam County Code. Only the eligible criteria are addressed in this report.
2. The subject parcel is granted points for the presence a Type 4 stream along the northern portion of the parcel, where the 8.03 acres being analyzed are located.
3. The parcel is granted points for "development pressure," as described under the eligibility language of the definition found at CCC 27.08.060(16)(a) ("zoned ..., RLM, ... subject property must be large enough to be legally subdividable"). The property is larger than the required 10 acres to divide within the zone.
4. This review grants 20% discount on the eligible acreage. See below table for tax summary:

Current Assessed Value*	Value if Approved**	2022 Levy Rate (per \$1000 of Value) tax area 153	Tax on Current Assessed Value	Estimated Tax if Approved	Estimated Tax Shift to Owner
\$1,269	\$66,528	\$8.3382	\$18.73	\$555	\$536.27

* Farm Assessed value is \$158/ac on 8.03 acres or \$1,269

**A. This is 80% of full Market Value of \$83,160 or 20% off

B. Recommended Action:

Based on the above analysis and citing the findings and conclusions, the Planning Division recommends **approval** of the reclassification Review for current use assessment.

The subject areas are eligible for a 20% reduction in land valuation for 8.03 acres total.
Staff contact: Katherine Connors, Planning Dept. (360) 417-2277



4a
JAN 17 2023

AGENDA ITEM SUMMARY

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

Department: Public Works/Road

WORK SESSION ☒ **Meeting Date: 01/09/2023**

REGULAR AGENDA ☒ **Meeting Date: 01/17/2023**

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:

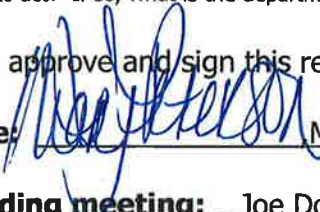
A resolution to initiate a County Road Project (CRP) for Traffic Control Devices. This project covers installation of new traffic signs along county roads to include regulatory, warning, school, guide, recreation, and road name signs.

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

This item is budgeted as a portion of Item #25 on the 2023 Annual Construction Program

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

It is recommended that the Commissioners approve and sign this resolution.

County Official signature & print name:  Mary Peterson for Joe Donisi

Name of Employee/Stakeholder attending meeting: Joe Donisi

Relevant Departments: Public Works/Road Dept.

Date submitted: 01/04/2023

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

2023 Agenda IS Initiate C1260 Traffic Control Devices

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

Revised: 3-04-2019



CR RESOLUTION _____, 2023

INITIATE A COUNTY ROAD PROJECT DESIGNATED AS CRP C1260,
TRAFFIC CONTROL DEVICES

IT IS HEREBY RESOLVED THAT improvements to various county roads will include the following:

Traffic Signing - County Wide

Installation of new traffic signs along county roads to include regulatory, warning, school, guide, recreation, and road name signs.

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

IT IS FURTHER RESOLVED that an appropriation from the officially adopted road fund budget and based on the county engineer's estimate is hereby made in the amounts and for the purposes shown:

ACCOUNT CODE	PURPOSE	TOTAL ESTIMATE
595.11	Engineering	\$1,000.00
595.20	Right of way acquisition	\$0.00
Total (Not subject to 36.77.065)		\$1,000.00
595.33	Construction by Day Labor	\$4,000.00
Total (Subject to 36.77.065)		\$4,000.00
Total		\$5,000.00

Est. Date to Commence Work: Jan-23

Road Dist.: All

Est. Date to Complete Work: Dec-23

Road Type: Access & Arterial

Signed This 4th Day of January, 2023

Joe Donisi
County Engineer

This project is included in the officially adopted annual road program in accordance with RCW 36.81.130 as a portion of Item No. 25.

IT IS FURTHER RESOLVED that the construction is to be accomplished by county forces in accordance with RCW 36.77.065 and WAC 136-18.

ADOPTED THIS _____ DAY OF _____, 20__.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, CMC, Clerk of the Board

PLEASE PUBLISH: January 21, 2023

PLEASE BILL:

Clallam County Public Works Dept.
223 E. 4th St., Ste. 6
Port Angeles, WA 98362



sg
JAN 17 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 1/17/23

REGULAR AGENDA ☒ Meeting Date: 1/17/23

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 - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached supplemental appropriations on January 31, 2023.

Supplemental appropriations – increased expenditures due to unanticipated federal, state, and local funds.

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



NOTICE OF SUPPLEMENTAL APPROPRIATIONS BUDGET MEETING

Notice is hereby given Clallam County will adopt by Resolution of the Board, the supplemental budget appropriations in the following funds pursuant to RCW 36.40.100, at 10 a.m. on January 31, 2023 in the Commissioners' Meeting Room (160) of the Clallam County Courthouse.

Sheriff – Nine-One-One Enhanced – Reimbursement from Washington State Military Department, State E911 Coordination Office, for NG911 Equipment modernization Contract #E22-299 and increase reimbursement amount from WA State Professional Development Contract #E23-005/\$166,293
Sheriff – Emergency Services – District Case Manager funding/\$155,650

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

BOARD OF CLALLAM COUNTY COMMISSIONERS

Date: 17 January 2023

Mark Ozias, Chair

Publish: January 21

Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

JAN 06 2023



CLALLAM COUNTY BUDGET CHANGE FORM

Date Submitted: 01/06/23

Budget Hearing/Meeting Date: 01/31/23

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

Budget Number xxxxx.xxx	11061.811	Budget Name	Sheriff – Nine-One-One Enhanced
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REVENUE/SOURCE

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11061.811	Sheriff – Nine-One-One Enhanced	33401.80.0030 33	Enhanced 911 from Emergency Management	166,293
Total				166,293

EXPENDITURES

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11061.811	Sheriff – Nine-One-One Enhanced	52870.41.0570	E911 Reimbursements to PenCom	166,293
Total				166,293

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Reimbursement from Washington State Military Department, State E911 Coordination Office, for NG911 Equipment modernization Contract #E22-299 (\$147,722) that was expected to be received in FY2022 but was not received until FY2023, and to increase the reimbursement amount from WA State Professional Development Contract #E23-005 (\$18,571) that is above the already budgeted amount in FY2023 due to underspending in FY2022.

County Official Approval:

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

CLALLAM COUNTY BUDGET CHANGE FORM

JAN 06 2023



Date Submitted: 01/06/23

Budget Hearing/Meeting Date: 01/31/23

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

Budget Number xxxxx.xxx	00100.817	Budget Name	Sheriff – Emergency Services
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REVENUE/SOURCE

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817	Sheriff – Emergency Services	33401.80.1830	WA Military State Individual Assistance	155,650
Total				155,650

EXPENDITURES

BUDGET NUMBER xxxxx-xxx	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
00100.817	Sheriff – Emergency Services	52530.31.0049	Disaster Supplies	125,000
00100.817	Sheriff – Emergency Services	52530.41.0020	Professional Services	16,500
00100.817	Sheriff – Emergency Services	52530.43.0010	Travel – Business	1,000
00100.817	Sheriff – Emergency Services	52530.41.5130	Sheriff	2,000
00100.293	General Fund Reserves	50800.00.0000	Ending Fund Balance	11,150
Total				155,650

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

State Contract D23-016 provides funding to hire a Disaster Case Manager to oversee requirements for homeowners seeking assistance from extreme weather events in November 2021, the funding for replacement appliances or furniture as well as funding for contracted home repairs. Funding available to offset salary and benefits of Emergency Management Coordinator time on this project is deposited to the General Fund.

County Official Approval:

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



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JAN 17 2023

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ Meeting Date: 1/17/23

REGULAR AGENDA ☒ Meeting Date: 1/17/23

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 - Notice |

Documents exempt from public disclosure attached: ☐

Executive summary:

Board of Clallam County Commissioner will consider adopting by Resolution the attached debatable emergencies on January 31, 2023

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

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

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

County Official signature & print name: Loni Gores Loni Gores

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: All Departments

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



BUDGET RESOLUTION _____, 2023

CALL FOR HEARING FOR DEBATABLE EMERGENCIES IN THE FUNDS LISTED BELOW

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

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

Sheriff – VRF Boating Program – To purchase two new Yamaha boat motors and parts, and pay associated labor costs/\$49,863

Parks & Facilities – Capital Projects – Receipt of Department of Commerce Revenue Losses Grant to replace obsolete fairground First Aid building/\$34,500

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

1. A public hearing on the debatable emergencies listed above will be held January 31, 2023 at 10:30 a.m. in Room 160 of the Clallam County Courthouse.
2. A copy of the budget change forms may be viewed at the office of the Board of Clallam County Commissioners from 8 a.m. to 4:30 p.m., Monday through Friday.

PASSED AND ADOPTED this 17th day of January 2023

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

Randy Johnson

Mike French

ATTEST:

Loni Gores, CMC, Clerk of the Board

Publish: January 21, 2023
Bill: Commissioners

c: Budget Director
Treasurer
Department(s)

JAN 06 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 01/06/23 ✓

Budget Hearing/Meeting Date: 01/31/23 ✓

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

Budget Number xxxxx.xxx.	11004.811 ✓	Budget Name	Sheriff - VRF Boating Program ✓
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11004.811 ✓	Sheriff - VRF Boating Program ✓	50800.00.0000 ✓	Ending Fund Balance	49,863
Total				49,863

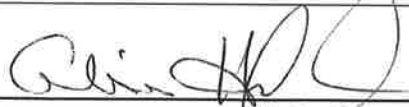
EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
11004.811 ✓	Sheriff - VRF Boating Program ✓	59421.64.0841 ✓	Vessel and Equipment	49,863
Total				49,863

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

To purchase two new Yamaha boat motors and parts, and pay associated labor costs. This purchase was expected and budgeted previously in FY2022 but invoice was not received until FY2023.

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

JAN 06 2023

CLALLAM COUNTY BUDGET CHANGE FORM



Date Submitted: 1.5.2023

Budget Hearing/Meeting Date: 1.31.2023

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

Parks & Facilities

Budget Number xxxxx.xxx.	30501.911 ✓	Budget Name	Capital Projects
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REVENUE/SOURCE

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30501.911 ✓	<i>Parks & Facilities</i> Capital Projects	50800.00.0000 ✓	Ending Fund Balance	\$34,500
Total				\$34,500 ✓

EXPENDITURES

BUDGET NUMBER xxxxx.xxx.	DEPT NAME	BARS NUMBER xxxxx.xx.xxxx	ACCOUNT DESCRIPTION	AMOUNT
30501.911 ✓	<i>Parks & Facilities</i> Capital Projects	59419.62.2215 ✓	Fairground Building Repair/improvements	\$34,500
Total				\$34,500 ✓

Revenue/Source and Expenditure totals must agree.

REASON FOR BUDGET ACTION:

Received Depart. of Commerce Revenue Losses Grant to replace obsolete fairground First Aid Building. Funding was received in 2022 and will be expended in 2023.

County Official Approval: *R. M. Cull*
(Obtain Budget Office Approval Prior to Submission to Clerk of the Board)

[Signature]
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