



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, January 8, 2024 – 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

Administration ? 9 a.m.

1. [Calendar/Correspondence](#)
2. [Agreement amendment 1 with Department of Social and Health Services for Developmental Disabilities Programs](#)

[Agreement amendment 1](#) 

3. [Agreement amendment 1 with Administrative Office of the Courts for Blake decision](#)

[Agreement amendment 1](#) 

4. [Agreement amendment 2 with Department of Veterans Affairs for Veterans Service Officer extension](#)

[Agreement amendment 2](#) 

5. [Request for qualifications to be received no later than Tuesday, February 13, 2024 for 2024 Architecture/Courthouse Security/Pedestrian Bridge/ Engineering Consulting Services](#)

[Request for qualifications](#) 

6. [Letter of support for the Washington State Coastal Climate Resilience Initiative Proposal](#)

[Letter](#) 

7. Letter of collaboration and support for the Noth Olympic Peninsula Climate Resilience Collaborative Proposal

Letter 

Public Works

8. Easement purchase agreement with Harvey Kailin for Hoko-Ozette Road

Easement 

Community Development

9. Agreement with Department of Ecology for Shorelands Shoreline Planning Noxious Weeds

Agreement 

10. Review of 2023 noxious weed and milfoil eradication efforts

Review 

Board of Commissioners

11. Ordinance rescinding Ordinance 963 Employment Contract for the County Administrator

Ordinance 

12. Discussion and next steps regarding Department of Natural Resources natural resource sector issues Natural Climate Solutions proviso, and specific timber sales

Discussion and next steps 

13. Review of Policy 120 Board of Commissioners Operating Guidelines Section 3.2 Public Comment

Review 

General Discussion/Items for Future Agendas

- A. BOCC Continued Work Session ? IT Discussion (January 29 at 1 p.m.)
- B. Olympic National Forest Update (March 11 at 9 a.m.)
- C. Department of Transportation Highway 101 Project Discussion (March 18 at 9 a.m.)
- D. Department of Natural Resources Meeting (March 18 at 1 p.m.)
- E. Joint Meeting with Port of Port Angeles (April 22 at 11 a.m. ? hosted at Port)
- F. Department of Transportation Highway 101 Project Discussion (June 10 at 9 a.m.)
- G. Department of Natural Resources Meeting (June 17 at 1 p.m.)
- H. Department of Natural Resources Meeting (August 19 at 1 p.m.)
- I. Department of Transportation Highway 101 Project Discussion (September 9 at 9 a.m.)
- J. Joint Meeting with Port of Port Angeles (October 28 at 11 a.m. ? hosted at BOCC)

K. Department of Natural Resources Meeting (November 18 at 1 p.m.)

L. Department of Transportation Highway 101 Project Discussion (December 9 at 9 a.m.)

EXECUTIVE SESSION

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

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



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AGENDA ITEM SUMMARY JAN 08 2024

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

Department: Health & Human Services

WORK SESSION ☒ **Meeting Date:** 1/8/24

REGULAR AGENDA ☒ **Meeting Date:** 1/16/24

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

Item summary:

- | | |
|---|---|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract #11331-23-STATE Amendment 1 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary:

This contract amendment is between Washington State DSHS-Developmental Disabilities Administration and Clallam County. The purpose of the program is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities. Amendment period date is December 1, 2023 through June 30, 2024.

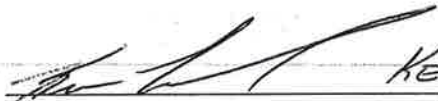
Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is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

2024 Budget increase is \$647,432.00.

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

Please approve and sign.

County Official signature & print name:

 KEVIN Lofricolo

Name of Employee/Stakeholder attending meeting: Kelley Lawrence

Relevant Departments: Health and Human Services

Date submitted: January 2, 2024

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

Agenda Item Summary - 11331-23-STATE Amendment 1

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

Revised: 3-04-2019

 Washington State Department of Social & Health Services <i>Transforming lives</i>		COUNTY PROGRAM AGREEMENT AMENDMENT		DSHS Agreement Number 2363-48800 Amendment No. 01	
This Program Agreement Amendment is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below.				Administration or Division Agreement Number Click here to enter text. County Agreement Number	
DSHS ADMINISTRATION Developmental Disabilities Admin		DSHS DIVISION Division of Developmental Disabilities		DSHS INDEX NUMBER 1215	
DSHS CONTACT NAME AND TITLE Wendi Winchel		DSHS CONTACT ADDRESS PO BOX 45315 Olympia, WA 98504-5315			
DSHS CONTACT TELEPHONE (360) 725-4264		DSHS CONTACT FAX (360) 586-6502		DSHS CONTACT E-MAIL winchwa@dshs.wa.gov	
COUNTY NAME Clallam County Clallam County DDA County Services		COUNTY ADDRESS 111 East 3rd Street Port Angeles, WA 98362-			
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER		COUNTY CONTACT NAME Kelley Lawrence			
COUNTY CONTACT TELEPHONE (360) 417-2407		COUNTY CONTACT FAX Click here to enter text.		COUNTY CONTACT E-MAIL kelley.lawrence@clallamcountywa.gov	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No				CFDA NUMBERS	
AMENDMENT START DATE 12/01/2023		PROGRAM AGREEMENT END DATE 06/30/2024			
PRIOR MAXIMUM PROGRAM AGREEMENT AMOUNT \$2,337,520.00		AMOUNT OF INCREASE OR DECREASE \$647,432.00		TOTAL MAXIMUM PROGRAM AGREEMENT AMOUNT \$2,984,952.00	
REASON FOR AMENDMENT; CHANGE OR CORRECT CHOOSE ONE:					
EXHIBITS. When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Program Agreement Amendment by reference: ☐ Exhibits (specify):					
This Program Agreement Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Program Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Program Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Program Agreement Amendment, and have authority to enter into this Program Agreement Amendment.					
COUNTY SIGNATURE(S)		PRINTED NAME(S) AND TITLE(S)		DATE(S) SIGNED	
DSHS SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	

This Program Agreement between the County and the State of Washington Department of Social and Health Services (DSHS) is hereby amended as follows:

1. The **Total Maximum Contract Amount** is hereby increased in the amount of \$647,432.00, for a new Contract Amount of \$2,984,952.00.
2. **Section 8. Billing and Payment:**
 - a. **Program Administration:** The County will provide program administration and coordination including such activities as planning, budgeting, contracting, monitoring, and evaluation. Monthly claims for administration can be 1/12 of the maximum amount identified in Exhibit B under Administration or for the actual costs incurred in the given month but the total Administration billed will be the lesser of the two. Administration cost reimbursement will not exceed 10% unless the Assistant Secretary of DDA approves a request for an exception under chapter 388-850 WAC.
 - b. **Preadmission Screening and Resident Review (PASRR) Administration:** The County may bill for administration costs as identified in **Exhibit B**. Monthly claims for administration cost will be based on the actual PASRR expenditures multiplied by 10%.
3. **Exhibit B. Program Agreement Budget** is hereby replaced with the following Exhibit B1, Program Agreement Budget.

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

Program Agreement Budget

Original Budget X Budget Revision
REVENUES

Fiscal Year	Fund Source	Original	1 st Revision	2 nd Revision	3 rd Revision
2024	State only	1,186,320	1,512,409		
	Medicaid	1,151,200	1,472,543		
	Total Rev.	2,337,520	2,984,952	\$	\$

Fiscal Year	Fund Source	Original	1 st Revision	2 nd Revision	3 rd Revision
2025	State only				
	Medicaid				
	Total Rev.		\$	\$	\$

Account Title / BARS	Job Foundation Funds	PASRR Funds	State Funds	Medicaid Funds	TOTAL
ADMINISTRATION 11,12,13,14	0	5,377	139,834	114,410	259,621
OTHER CONSUMER SUPPORTS 31, 32, 41, 92, 93, 94, 97	0	0	76,473	62,568	139,041
CONSUMER SUPPORT STATE-ONLY 62, 64, 65, 67, 69	0	0	0		0
Child Development 61			0		0
MEDICAID CLIENTS 62, 64, 65, 67, 69 95, 96	0	53,760	966,279	966,279	1,986,318
MEDICAID CLIENT PROVISO 62, 64, 65, 67, 95, 96	0	0	299,986	299,986	599,972
ROADS to COMMUNITY LIVING 62, 64, 65, 67, 69			0	0	0
TOTAL	0	59,137	1,482,572	1,443,243	2,984,952



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JAN 08 2024

AGENDA ITEM SUMMARY

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

Department: Clerk

WORK SESSION ☒ **Meeting Date: 01-8-2024**

REGULAR AGENDA ☒ **Meeting Date: 01-16-2024**

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

Item summary:

- | | | |
|---|---|--------------------------------------|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # IAA24006/891-23-001-1 | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: The purpose of this amendment is to add language requested by the Washington State of County Clerks (WSACC) to the Parties' FY24 Agreement (IAA24006) for extraordinary expense reimbursement for clerk-related costs associated with the Blake decision.

The purpose of Agreement IAA24006 is to reimburse Clallam County for the extraordinary judicial, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the Blake decision.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Review and approve Interagency Reimbursement Agreement Amendment-1 between Clallam County and the Administrative Office of the Courts.

County Official signature & print name: Nikki Botnen, Superior Court Clerk *N. Botnen*

Name of Employee/Stakeholder attending meeting: Nikki Botnen

Relevant Departments: Courts, Prosecuting Attorney, Clerk

Date submitted: 01-02-2024

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

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

AMENDMENT 1
INTERAGENCY REIMBURSEMENT AGREEMENT – IAA24006
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
CLALLAM COUNTY

This Amendment is entered into by and between the Washington State Administrative Office of the Courts ("AOC") and Clallam County ("County") on the date last noted below.

I. PURPOSE

The purpose of the amendment is to add language requested by the Washington State Association of County Clerks (WSACC) to the Parties' FY24 Agreement (IAA24006) for extraordinary expense reimbursement for clerk-related costs associated with the *Blake* decision.

II. EFFECT OF THIS AMENDMENT

A. Section I. PURPOSE is amended to read as follows:

The purpose of this Agreement is to reimburse Jurisdiction for the extraordinary judicial, clerk, prosecutorial, and/or defense-related costs of resentencing and vacating the sentences of individuals whose convictions or sentences are affected by the *Blake* decision. For municipalities, this will include language from Engrossed Substitute Senate Bill 5187, Section 114(13) passed by the 2023 Legislature, which includes simple drug possession, to include cannabis and possession of paraphernalia.

B. Section II. REIMBURSEMENT, Extraordinary Expense Reimbursement is amended to read as follows:

AOC shall reimburse Jurisdiction up to a maximum of \$518,268.00 for the extraordinary judicial, clerk, prosecutorial, and/or defense-related costs (collectively, "Costs") of resentencing and vacating the sentences of individuals whose convictions and/or sentences are affected by the *Blake* decision.

C. Section IV. TERMS OF REIMBURSEMENT section B. subsection 3 and 4 are amended to read as follows:

3. A breakdown of expenses by judicial, clerk, prosecutorial, and defense-related costs;

4. Any employee positions supported by Blake related funds, broken down by judicial, clerk, prosecutorial, and defense-related positions, including name of employee, title, hourly wage of the individual, time spent on Blake-related cases and a list of corresponding cause numbers;

Except as amended herein, all other terms and conditions of the original Agreement remain the same and in full force and effect.

**Washington State Administrative
Office of the Courts**

County

Signature

Date

Christopher Stanley, CGFM

Name

Chief Financial and Management Officer

Title

Signature

Date

M Ozias

Name

Chair, Board of County Commissioners

Title



Approved as to Form
Deputy Prosecutor



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JAN 08 2024

AGENDA ITEM SUMMARY

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

Department: Veterans Relief

WORK SESSION ☒ **Meeting Date: January 8, 2024**

REGULAR AGENDA ☒ **Meeting Date: January 16, 2024**

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

Item summary:

- | | |
|---|--|
| ☐ Call for Hearing | ☒ Contract/Agreement/MOU - Contract # 19914.20.001-2 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance ☐ Other |

Documents exempt from public disclosure attached: ☐

Executive summary: Washington State Department of Veterans Affairs Veterans, Veterans Service Officer grant Amendment, extension until Jun 30, 2025.

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

Funds are allocated, Budget has been calculated to include \$102,180 for the WDVA Veterans service officer

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

County Official signature & print name: Levi Douglas 

Name of Employee/Stakeholder attending meeting: Levi Douglas

Relevant Departments: BOCC and Veterans Relief

Date submitted: 12/18/23

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

**STATE OF WASHINGTON
DEPARTMENT OF VETERANS AFFAIRS**

**AMENDMENT NO. 2
TO
DVA CONTRACT NO. 305E-19-173
CLALLAM COUNTY CONTRACT NO. 19914.20.001 - 2**

WDVA Contract No. 305E-19-173 by and between the Washington State Department of Veterans Affairs (AGENCY) and Stevens County (COUNTY), is amended as follows.

1. **III. PERIOD OF PERFORMANCE** of the contract is revised to extend the end date from June 30, 2023 to June 30, 2025.

The period of performance under this Amendment No. 2 is deleted in its entirety and replaced with the following:

The term of this Agreement shall be from January 1, 2020 through June 30, 2025. Upon successful selection to receive continued funding additional extension options may be entered into at the sole discretion of the AGENCY. Once accepted, either party may give written notice of non-renewal to the other party not less than ninety (90) days prior to the expiration of any renewal term then in effect. Funding is not guaranteed and may require re-submission of an application.

2. **IV. COMPENSATION** of the contract, is deleted in its entirety and replaced with the following:

Compensation to be paid for the period starting July 1, 2023 through June 30, 2025 shall be Two Hundred Forty Thousand Dollars (\$240,000.00) unless further amended.

Compensation to be paid for the period starting July 1, 2021 through June 30, 2023 shall be Two Hundred Four Thousand Three Hundred and Sixty Dollars (\$204,360.00) unless further amended.

Compensation paid for the period of January 1, 2020 and ending June 30, 2021 has a not to exceed total of One Hundred Forty-eight Thousand One Hundred and Forty-eight Dollars (\$149,148.00).

Subject to the provisions contained in this section, compensation shall be paid quarterly in the amount not to exceed Twenty-five Thousand Five Hundred and Forty-five Dollars and 00/100 (\$25,545.00), for work completed during the preceding quarter. Compensation shall be made from Grant fund monies.

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed Five Hundred Ninety-three Thousand Five Hundred and Eight Dollars (\$593,508.00) for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A, Special Terms and Conditions, attached hereto and made a part hereof. The COUNTY's compensation for performance of work shall be in accordance with the following terms:

WDVA Contract No. 305E-19-173
Clallam County Contract No.: 19914.20.001

Payments to the COUNTY may be withheld for any quarter in which the COUNTY has not submitted the contractually required reports on the date indicated.

The COUNTY agrees to re-negotiate performance requirements if the AGENCY determines that such changes are substantial.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereby execute this Amendment No. 2.

CLALLAM COUNTY

DocuSigned by:
Levi Douglas
Signature

Levi Douglas
Printed Name

Clallam County Veterans PC 5/18/2023 | 08:32:44 PDT
Title Date

CLALLAM COUNTY

Signature

Printed Name

Title Date

CLALLAM COUNTY

Signature

Printed Name

Title Date

**WASHINGTON STATE DEPARTMENT OF
VETERANS AFFAIRS**

DocuSigned by:
Yacob Zekarias
Signature

Yacob Zekarias
Printed Name

Prim CFO 5/15/2023 | 14:36:04 PDT
Title Date

WDVA Contract No. 305E-19-173
Clallam County Contract No.: 19914.20.001

CLALLAM COUNTY

APPROVED AS TO FORM:


Clallam County

Date

APPROVED AS TO FORM:

Assistant Attorney General

Date

Certificate Of Completion

Envelope Id: 76A94F2571E44FA8BAD691B614FEA549

Status: Completed

Subject: Complete with DocuSign: 305E-19-173 MEMO Clallam County Amend 2 - 05.15.2023.doc, 305E-19-173 A...

Source Envelope:

Document Pages: 7

Signatures: 4

Envelope Originator:

Certificate Pages: 2

Initials: 1

Abigail Watson

AutoNav: Enabled

Abigail.Watson@dva.wa.gov

EnvelopeId Stamping: Enabled

IP Address: 147.55.7.170

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

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Status: Original

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Abigail.Watson@dva.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO State of Washington

Location: DocuSign

Department of Veterans Affairs

Signer Events

Mary Forbes

MaryF@dva.wa.gov

Assist Director, WDVA

Security Level: Email, Account Authentication
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Mary Forbes
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Signature Adoption: Pre-selected Style

Using IP Address: 147.55.7.170

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Yacob Zekarias

Yacob.Zekarias@dva.wa.gov

Interim CFO

Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style

Using IP Address: 198.238.73.253

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Abigail Watson

abigail.watson@dva.wa.gov

Contracts Specialist 3

WDVA Contracts

Security Level: Email, Account Authentication
(None)DS
aw

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Viewed: 5/16/2023 9:00:58 AM

Signed: 5/16/2023 9:01:06 AM

Signature Adoption: Pre-selected Style

Using IP Address: 147.55.7.170

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Levi Douglas

levi.douglas@clallamcountywa.gov

Clallam County Veterans PC

Security Level: Email, Account Authentication
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Levi Douglas
320038197B21497...

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In Person Signer Events**Signature****Timestamp**

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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steven gill steveg@dva.wa.gov Administrator Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/18/2023 8:32:49 AM
Accounts Payable COAcctsPay@DVA.WA.GOV Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/18/2023 8:32:50 AM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	5/18/2023 8:32:51 AM
Payment Events	Status	Timestamps



5

AGENDA ITEM SUMMARY

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

JAN 08 2024

Department: Parks, Fair & Facilities

WORK SESSION ☒ **Meeting Date: 01.08.2024**

REGULAR AGENDA ☒ **Meeting Date: 01.16.2024**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

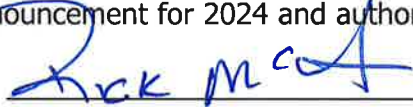
This is our annual Request for Qualifications (RFQ) and Letters of Interest for Professional Services for the year 2024.

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

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 2024 and authorize the Chair to sign.

County Official signature & print name:  Rick McFarlen

Name of Employee/Stakeholder attending meeting: _____ Rick McFarlen

Relevant Departments: _____ Parks, Fair & Facilities

Date submitted: 01.03.2024.

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

**REQUEST FOR QUALIFICATIONS (RFQ)
2024 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 until **10 a.m., Tuesday, February 13, 2024**, 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 – 2024 Architecture/Courthouse Security/Pedestrian Bridge /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 _____ 2024

ATTEST:

BOARD OF CLALLAM COUNTY COMMISSIONERS

Loni Gores, Clerk of the Board

Mike French, Chair

c: Parks, Fair & Facilities

Publish: January 19th and January 26th, 2024

Bill: Parks, Fair & Facilities Department



6

AGENDA ITEM SUMMARY JAN 08 2024

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

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date:** 1/08/24

REGULAR AGENDA ☒ **Meeting Date:** 1/16/24

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

Item summary:

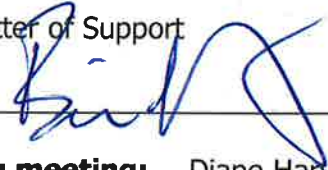
- | | | |
|---|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other: Letter of Support |

Documents exempt from public disclosure attached: ☐

Executive summary: The Sheriff's Office Division of Emergency Management seeks the BOCC to provide a letter supporting the efforts of the Washington State Coastal Climate Resilience Initiative to seek NOAA grant funding for infrastructure projects, including a project that would provide enhanced climate resilience to State Route 112 in Northwestern Clallam County through highway realignment and potential bridge replacement.

Budgetary impact: None

Recommended action: BOCC approval of Letter of Support

County Official signature & print name:  Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Diane Harvey

Relevant Departments: Sheriff's Office

Date submitted: 1/03/24

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

Revised: 3-04-2019



Board of Clallam County Commissioners

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

Email: commissioners@clallamcountywa.gov

MARK OZIAS, District 1

RANDY JOHNSON, District 2

MIKE FRENCH, District 3, Chair

TODD MIELKE, County Administrator

January 16, 2024

NOAA's Office for Coastal Management
2234 South Hobson Ave
Charleston, SC 29045-2413
Attn: Adam Stein

RE: Letter of Support for the Washington State Coastal Climate Resilience Initiative Proposal

The Clallam County Board of County Commissioners is pleased to support the Washington State Coastal Climate Resilience Initiative proposal (Climate Resilience Proposal) for the NOAA Climate Resilience Regional Challenge grant opportunity. This Track Two application represents a robust portfolio of transformative infrastructure projects that will meaningfully advance the resilience and adaptive capacity of Washington's marine shorelines and coastal communities to climate hazards. The wide-ranging benefits of these collective projects will build on previous NOAA and state funded habitat restoration work while mitigating risks to frontline communities, public infrastructure, and ecosystems.

One of the greatest needs in the Washington State Department of Transportation (WSDOT) system is highway repair which can protect critical areas along risk-prone coastlines and mitigate the life safety and property risk caused by natural hazards now exacerbated by climate change. On the Olympic Peninsula, the Makah Tribe is one of the communities most vulnerable to climate change, significant coastline erosion that has led to numerous road-side landslides and the high risk of a future earthquake and tsunami event. The Makah Tribe's 2021 Climate Adaptation and Resilience Plan Identified enhanced climate resilience on State Route (SR) 112 as one of their most urgent needs. As part of this Climate Resilience Proposal, WSDOT seeks funding toward the design, permitting, and construction phases of SR 112 highway realignment and potential bridge replacement or detour routes identified in WSDOT's 2023 SR 112 Geotechnical Corridor Resiliency Study. The study identified several landslides, tsunami, and sea

level change risk locations and potential detour needs along two sections of SR 112 (mileposts 0 to 17 and 29 to 38). Building climate resilience along SR 112 has strong local support, as the SR 112 corridor is a critical lifeline for communities in northwestern Clallam County.

The proposed activities advance integrated and equitable coastal management priorities related to sea level rise and other coastal hazards across Washington’s coastal zone. Together, this project will support Washington State Coastal Climate Resilience Partners to:

- Complete critical multi-benefit projects across diverse coastal landscapes and underserved areas while supporting a long-term pipeline of prioritized projects.
- Promote knowledge exchange, support local capacity, and address key data gaps.
- Solidify an existing ad-hoc coalition into a durable inter-organizational partnership to provide enduring capacity and guidance to improve future projects, state policies, and partner initiatives.

We respectfully request your favorable consideration of this grant application which will provide infrastructure necessary to mitigate natural hazards in northwestern Clallam County.

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

Mike French, Chair



7
JAN 08 2024

AGENDA ITEM SUMMARY

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

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date:** 1/08/24

REGULAR AGENDA ☒ **Meeting Date:** 1/16/24

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

Item summary:

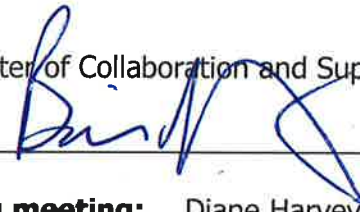
- | | | |
|---|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other: Letter of Collaboration and Support |

Documents exempt from public disclosure attached: ☐

Executive summary: The Sheriff's Office Division of Emergency Management seeks the BOCC to provide a letter of collaboration and support for the North Olympic Peninsula Climate Resilience Collaborative to seek NOAA grant funding to develop a comprehensive strategic plan to address climate change in the Olympic Peninsula.

Budgetary impact: None

Recommended action: BOCC approval of Letter of Collaboration and Support

County Official signature & print name:  Brian King, Sheriff

Name of Employee/Stakeholder attending meeting: Diane Harvey

Relevant Departments: Sheriff's Office

Date submitted: 1/03/24

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



Board of Clallam County Commissioners

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

Email: commissioners@clallamcountywa.gov

MARK OZIAS, District 1

RANDY JOHNSON, District 2

MIKE FRENCH, District 3, Chair

TODD MIELKE, County Administrator

January 16, 2024

NOAA's Office for Coastal Management
2234 South Hobson Ave
Charleston, SC 29045-2413
Attn: Adam Stein

**RE: Letter of Collaboration and Support for the North Olympic Peninsula Climate Resilience
Collaborative Proposal**

The Clallam County Board of County Commissioners recognizes that climate change poses a variety of challenges to our North Olympic Peninsula: emergency preparedness, water resources, human health, preserving cultural resources and reducing all manner of risks to our whole community, especially our most vulnerable populations. There is a great need to advance a systematic preparedness strategy that will build climate-resilient communities centered on equity and sustainability. Climate adaptation requires commitment by a myriad of community stakeholders across a broad spectrum of interests. We are pleased to commit Clallam County to be a collaborating member of the North Olympic Peninsula Climate Resilience Collaborative to support and execute the activities proposed in the NOAA Climate Resilience Regional Challenge grant application.

While there has been grass roots efforts over the years to understand the potential impact of climate change here in the Olympic Peninsula, the creation of a Climate Resilience Collaborative through a funded NOAA grant would provide the economic resources to sustain the development of a comprehensive whole community resilience regional plan.

The North Olympic Peninsula Climate Resilience Collaborative proposes a three-year project timeline with the following material objectives:

1. Formalize Collaborative membership and decision-making processes.
2. Develop risk reduction prioritization and ranking criteria.
3. Assessment, planning, design, and engineering for floodplain, estuary and nearshore projects that would reduce flood risk to developed areas, including Tribal communities.
4. Assessment, planning, design, and engineering for projects that would reduce risks from sea level rise and storm surge (including projects that would have tsunami risk co-benefits).
5. Planning for drought and drinking water shortages arising from changing precipitation and climate patterns.
6. Identify potential locations for “resilience hubs” to assist communities experiencing natural hazard events.

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

Sincerely,

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias

Randy Johnson

Mike French, Chair



8
JAN 08 2024

AGENDA ITEM SUMMARY

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

Department: Public Works/Roads

WORK SESSION ☒ **Meeting Date: January 8, 2023**

REGULAR AGENDA ☒ **Meeting Date: January 16, 2023**

Required originals approved and attached?

Will be provided on: 1/10/24

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

North Olympic Salmon Coalition has a fish barrier project at milepost 94 on the Hoko-Ozette Road. Clallam County is acquiring 1.915 acres of right of way from Harvey Kailin.

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?** ☐

698-1801 \$15,203.00

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

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

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

Name of Employee/Stakeholder attending meeting: Linda Capps

Relevant Departments: Roads

Date submitted: 1/3/2024

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

(KRICK)
 PARCEL NUMBER 14-31-23-120040 AND 14-31-23-120050
 AS DESCRIBED PER AUDITOR'S FILE
 NUMBER 1998-1018433
 (KAILIN)
 (LOT 4 & 5 PER REAL ESTATE CONTRACT)
 AUDITOR'S FILE NUMBER 2021-1425498
 TOTAL = 9.691 ACRES±
 RIGHT-OF-USE = 0.769 AC±
 PROPOSED RIGHT-OF-WAY = 1.915 ACRES±
 (SEE NOTE 5)

LOT 4, BOOK 27 OF SURVEYS, PAGE 89

CENTERLINE OF HOKO-OZETTE
 ROAD AS SHOWN ON BOOK 27
 OF SURVEYS, PAGE 89, RECORDS
 OF CLALLAM COUNTY, WASHINGTON.
 (SEE NOTE 5)

LOT 5, BOOK 27 OF SURVEYS, PAGE 89

CENTER-NORTH SIXTEENTH CORNER SECTION 23
 (SEE SHEET 2)

(PACIFIC WEST TIMBER CO LLC)
 PARCEL NUMBER 141323-130000
 SW 1/4 OF THE NE 1/4
 PER AUDITOR'S FILE NUMBER 2013-1303458
 TOTAL = 39.956 ACRES±
 RIGHT-OF-USE = 0.00 AC±
 PROPOSED RIGHT-OF-WAY = 0.029 ACRES±

BRASS CAP SET PER

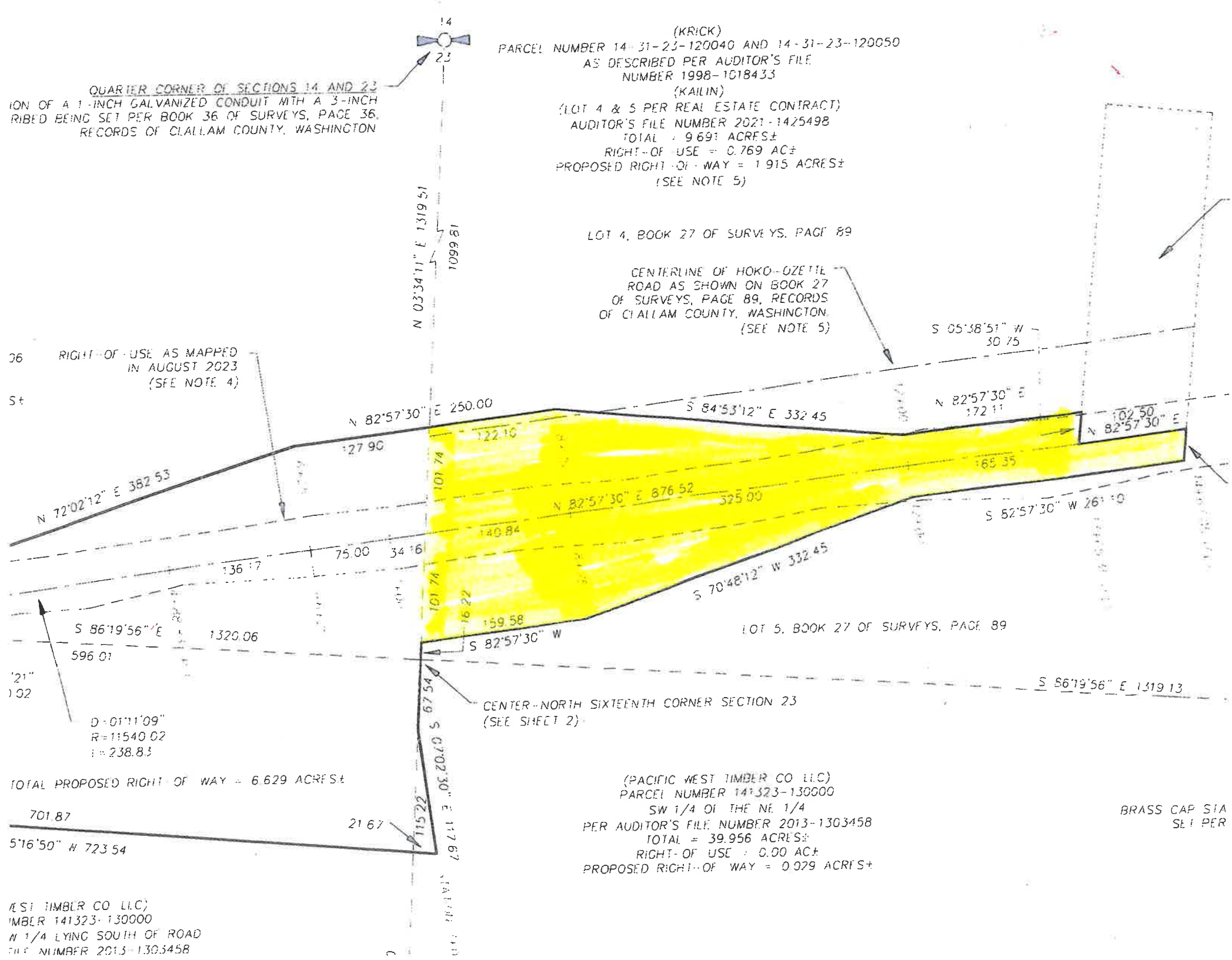
QUARTER CORNER OF SECTIONS 14 AND 23
 ION OF A 1-INCH GALVANIZED CONDUIT WITH A 3-INCH
 RIBBED BEING SET PER BOOK 36 OF SURVEYS, PAGE 36,
 RECORDS OF CLALLAM COUNTY, WASHINGTON

RIGHT-OF-USE AS MAPPED
 IN AUGUST 2023
 (SEE NOTE 4)

D=01°11'09"
 R=11540.02
 L=238.83

TOTAL PROPOSED RIGHT-OF-WAY = 6.629 ACRES±

(PACIFIC WEST TIMBER CO LLC)
 PARCEL NUMBER 141323-130000
 SW 1/4 OF THE NE 1/4
 PER AUDITOR'S FILE NUMBER 2013-1303458



COUNTY ROAD NAME Hoko Ozette Road CRP NO. 91460
PROPERTY OWNERS Harvey Kailin

CLALLAM COUNTY ROAD DEPARTMENT

Easement Purchase Agreement

In exchange for easement in the matter of the above said County Road Project, Clallam County shall provide the following:

Land - 1.915 acres - \$15,203.00

Clallam County will pave the existing road approach on Lot 5

Clallam County will coordinate and cooperate with PUD on the placement of power on Lot 4 and Lot 5

The undersigned property owners hereby authorize and grant Clallam County the right to provide the above agreement, together with the right to enter upon their remaining lands as may be necessary to perform any of the above. There are no other agreements written or oral other than those stated herein.

Signed at Port Angeles, Washington this 27th day of December, 2023.

Harvey Kailin
Property Owner

Property Owner

Property Owner

Property Owner

45220 Hwy 112
Address; Street or Box No.

Address; Street or Box No.

Port Angeles WA 98363
City State Zip

City State Zip

Shirley L...
R/W Agent or Witness

R/W Agent or Witness

Reviewed By:

**Approved By:
BOARD OF CLALLAM COUNTY COMMISSIONERS**

Joe L. Dennis 1-3-24
Assistant Engineer Date

Mark Ozias Chair Date

Joe L. Dennis 1-3-24
County Engineer Date

Randy Johnson Date

Deputy Prosecuting Attorney Date

Mike French Date

WHEN RECORDED RETURN TO
Clallam County Public Works Department Road Division

Easement

THE GRANTOR Harvey Kailin

for and in consideration of \$10.00 and other valuable consideration grants and conveys to
**CLALLAM COUNTY, A POLITICAL SUBDIVISION, BY AND THROUGH ITS ROAD
DEPARTMENT**

an easement over, under, upon and across the hereinafter described lands, situate in the County of
Clallam, State of Washington, for the purpose of roads, slopes, drainage, clear zone and utilities.

Being a portion of Tax Parcel No: 143123120040 and 143123120055

SEE LEGAL ATTACHED

Dated Dec. 27 2023

GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day personally appeared before me
Harvey Kailin

to
me known to be the individual(s) 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 purposes therein mentioned.

Given under my hand and official seal this
27th day of December, 2023.

Linda Lopez

Notary Public in and for the State of Washington,

residing at Port Angeles, WA

My appointment expires: 11/22/27

GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLALLAM)

On this day of , 20 before me, the
under-signed, a Notary Public in and for the State of Washington, 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 corporation, for the uses
and purposes therein mentioned, and on oath states 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

My appointment expires:



That portion of Exhibit A contained withing the following Right of Way description.

Right of Way Description

RIGHT OF WAY OF HOKO-OZETTE ROAD WITHIN PORTIONS OF SECTION 23, TOWNSHIP 31 NORTH, RANGE 14 WEST, W.M., CLALLAM COUNTY, WASHINGTON

COMMENCING AT A 1-INCH GALVANIZED CONDUIT WITH A 3-INCH BRASS CAP STAMPED "HANSON NATURAL RESOURCES T31N R14W NE 1/16 523 1996 LS 12223" MARKING THE NORTHEAST SIXTEENTH CORNER OF SECTION 23 SET PER BOOK 36 OF SURVEYS, PAGE 36, RECORDS OF CLALLAM COUNTY, WASHINGTON.

THENCE NORTH 86° 19' 56" WEST 1319.13 FEET TO THE CENTER NORTH SIXTEENTH CORNER OF SAID SECTION.

THENCE CONTINUING NORTH 86° 19' 56" WEST 723.74 FEET TO THE POINT OF BEGINNING.

SAID POINT BEARS SOUTH 84° 54' 08" EAST 596.53 FEET FROM A 1-INCH GALVANIZED CONDUIT WITH A 3-INCH BRASS CAP AS DESCRIBED IN BOOK 36 OF SURVEYS, PAGE 36, RECORDS OF CLALLAM COUNTY, WASHINGTON MARKING THE WITNESS CORNER TO THE NORTHWEST SIXTEENTH CORNER OF SECTION 23.

THENCE NORTH 3° 48' 44" WEST 8.66 FEET

THENCE NORTH 82° 52' 56" EAST 247.61 FEET

THENCE NORTH 72° 02' 12" EAST 382.53 FEET

THENCE NORTH 82° 57' 30" EAST 250.00 FEET

THENCE SOUTH 84° 53' 12" EAST 332.45 FEET

THENCE NORTH 82° 57' 30" EAST 172.11 FEET TO THE WEST LINE OF THAT PARCEL DESCRIBED UNDER AUDITOR'S FILE NUMBER 375766

THENCE SOUTH 5° 38' 51" WEST ALONG SAID WEST LINE 30.75 FEET TO THE AS-BUILT CENTERLINE OF THE HOKO-OZETTE ROAD

THENCE NORTH 82° 57' 30" EAST ALONG SAID CENTERLINE 102.50 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL.

THENCE SOUTH 5° 38' 51" WEST ALONG THE SOUTHERLY EXTENSION OF SAID PARCEL AND ALONG THE EAST LINE OF PARCEL 5 OF BOOK 27 OF SURVEYS, PAGE 89, RECORDS OF SAID COUNTY A DISTANCE OF 30.75 FEET

THENCE SOUTH 82° 57' 30" WEST 261.10 FEET

THENCE SOUTH 70° 48' 12" WEST 332.45 FEET

THENCE SOUTH 82° 57' 30" WEST 159.58 FEET TO THE NORTH-SOUTH CENTERLINE OF SECTION 23

THENCE SOUTH 3° 34' 11" WEST ALONG SAID NORTH-SOUTH CENTERLINE 16.22 FEET TO THE CENTER-NORTH SIXTEENTH CORNER OF SECTION 23

THENCE CONTINUING SOUTH 3° 34' 11" WEST ALONG SAID NORTH-SOUTH CENTERLINE 67.54 FEET

THENCE SOUTH 7° 02' 30" EAST 117.67 FEET

THENCE NORTH 85° 16' 50" WEST 723.54 FEET TO A POINT BEARING SOUTH 3° 48' 44" WEST FROM THE POINT OF BEGINNING

THENCE NORTH 3° 48' 44" WEST 171.34 FEET TO THE POINT OF BEGINNING

CONTAINING 6.629 ACRES MORE OR LESS

EXHIBIT A

LOTS 4 AND 5 OF SURVEY, RECORDED IN VOLUME 27 OF SURVEYS, PAGE 89, UNDER CLALLAM COUNTY RECORDING NO 689426, BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 31 NORTH, RANGE 14 WEST, W.M., CLALLAM COUNTY, WASHINGTON

9

JAN 08 2024



AGENDA ITEM SUMMARY

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

Department: DCD

WORK SESSION ☒ Meeting Date: 1/8/2024

REGULAR AGENDA ☒ Meeting Date: 1/16/2024

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

Item summary:

☐ Call for Hearing ☒ Contract/Agreement/MOU-Contract #SEASPC-2325-CLCoCD-00006/334.24.001

☐ Resolution ☐ Proclamation ☐ Budget Item

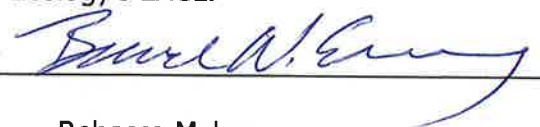
☐ Draft Ordinance ☐ Final Ordinance ☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: This grant award agreement is between the Department of Ecology and Clallam County to prepare a detailed Channel Migration Zone (CMZ) delineation analyses and mapping along the Lower Elwha River, downstream of Olympic National Park and including two major tributaries (Little River and Indian Creek), to inform shoreline management and land use planning for life-safety hazards, critical freshwater and riparian habitat, public infrastructure, and private property in Clallam County.

Budgetary impact: (Is there a monetary impact? If so, are funds for this already allocated or is a budget change necessary? If this is a contract and a budget change is necessary, the budget change form must be submitted with the item at work session and for the regular agenda) **If a budget action is required, has it been submitted and a copy attached?** ☐
Included in 2024 budget.

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Please approve and DocuSign agreement in Department of Ecology's EAGL.

County Official signature & print name: Bruce Emery 

Name of Employee/Stakeholder attending meeting: Rebecca Mahan

Relevant Departments:

DCD

Date submitted: 01/03/2024

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



DEPARTMENT OF
ECOLOGY
State of Washington

334.24.001

Agreement No. SEASPC-2325-CICoCD-00006

SHORELANDS SHORELINE PLANNING COMPETITIVE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY COMMUNITY DEVELOPMENT

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

GENERAL INFORMATION

Project Title:	Lower Elwha River Channel Migration Zone Study
Total Cost:	\$197,131.00
Total Eligible Cost:	\$197,131.00
Ecology Share:	\$197,131.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	10/02/2023
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Planning

Project Short Description:

RECIPIENT will prepare detailed Channel Migration Zone (CMZ) delineation analyses and mapping along the Lower Elwha River, downstream of Olympic National Park and including two major tributaries (Little River and Indian Creek), to inform shoreline management and land use planning for life-safety hazards, critical freshwater and riparian habitat, public infrastructure, and private property in Clallam County.

Project Long Description:

As the largest river in Clallam County and a high-priority watershed for salmon recovery, the Elwha River has a steep gradient, large sediment supply, and an actively migrating channel within alluvial valley reaches. Climate change impacts in the region are anticipated to include more extreme weather patterns, increased channel movement, avulsion, planform evolution (shape/contours), and floodplain inundation along the Elwha River; such physical processes are essential to critical salmonid habitat that also present erosion and flood risks for people and property.

Agreement No: SEASPC-2325-CICoCD-00006
Project Title: Lower Elwha River Channel Migration Zone Study
Recipient Name: Clallam County Community Development

RECIPIENT will prepare detailed CMZ (dCMZ) delineations for the Lower Elwha River outside Olympic National Park (ONP) and its two largest tributaries (Indian Creek and Little River) to provide landowners, Clallam County, tribal co-managers, and conservation partners a better understanding of hazards and future trends. Post-dam removal dCMZs will inform and guide shoreline, critical area, and land use management along these waterways, aiding both applicants and practitioners.

The Elwha River is a shoreline of statewide significance under the Shoreline Management Act (SMA). Shoreline use and development activities are regulated locally by the Clallam County Shoreline Master Program (SMP), which establishes limitations and requirements specific to CMZs. As an early part of the recent SMP Update, the inventory of shoreline conditions occurred during the active phase of removing both Elwha River dams (2011 to 2014) and did not include CMZ mapping for the Elwha system. Dam removal has dramatically affected the river environment downstream and at the delta. A growing collection of newer data and technical information documents the river's response to the release of impounded sediment and wood, the draining of two reservoirs, and the return of natural sediment and wood transport processes.

Critical areas such as geologically hazardous areas and frequently flooded areas that are located in shoreline jurisdiction are regulated by the SMP, while critical areas located outside shoreline jurisdiction are regulated by the Clallam County Critical Areas Ordinance (CAO). Accurate CMZ mapping will help better implement both the SMA and CAO locally on a project-specific basis.

Overall Goal:

Better understand the current and future patterns of erosion and flooding along the Lower Elwha River system to incorporate risk-informed decisions into various planning processes to benefit public safety, infrastructure, and aquatic and riparian ecology.

Detailed CMZ (dCMZ) delineations for the Lower Elwha system based on scientific literature that describe channel response to the removal of two dams in 2011 to 2014.

Planners and resource managers have the reach-scale information necessary to establish jurisdictional boundaries; better protect people, development, and natural resources from flood and erosion hazards; and prevent future development in hazard areas.

Agreement No: SEASPC-2325-CICoCD-00006
Project Title: Lower Elwha River Channel Migration Zone Study
Recipient Name: Clallam County Community Development

RECIPIENT INFORMATION

Organization Name: Clallam County Community Development

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: SEASPC-2325-CICoCD-00006

Project Title: Lower Elwha River Channel Migration Zone Study

Recipient Name: Clallam County Community Development

Project Manager	Rebecca Mahan Habitat Biologist/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	Mike W French Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mike.french@clallamcountywa.gov Phone: (360) 417-2000

Agreement No: SEASPC-2325-CICoCD-00006
Project Title: Lower Elwha River Channel Migration Zone Study
Recipient Name: Clallam County Community Development

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	Michelle McConnell Regional Shoreline Planner PO Box 47775 Olympia, Washington 98504-7775 Email: micm461@ecy.wa.gov Phone: (360) 701-5262
Financial Manager	Amy Krause Fund Coordinator and Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: amkr461@ecy.wa.gov Phone: (360) 742-7789

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 Community Development

By: _____

By: _____

Joenne McGerr

Date

Mike W French

Date

Shorelands

Commissioner

Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: SEASPC-2325-CICoCD-00006

Project Title: Lower Elwha River Channel Migration Zone Study

Recipient Name: Clallam County Community Development

SCOPE OF WORKTask Number: 1 **Task Cost: \$29,569.00**

Task Title: 1. Project Administration / Management

Task Description:

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

A. The RECIPIENT shall coordinate with ECOLOGY throughout the project. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.

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; and submit ECOLOGY-approved deliverables by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

Task Expected Outcome:

Timely and complete submittal of requests for reimbursement, quarterly progress reports, and recipient closeout report.
Properly maintained project documentation.

Recipient Task Coordinator: Rebecca Mahan /Lori Kennedy**1. Project Administration / Management****Deliverables**

Number	Description	Due Date
1.1	Payment Request / Progress Report (PRPR)	
1.2	Recipient Close Out Report (RCOR)	06/30/2025

SCOPE OF WORK

Task Number: 2 Task Cost: \$150,000.00

Task Title: 2. Channel Migration Delineation

Task Description:

The RECIPIENT will prepare detailed channel migration zone (CMZ) delineations and mapping for portions of the Lower Elwha River, Indian Creek, and Little River downstream of Olympic National Park (ONP).

A. **HIRING CONSULTANT:** RECIPIENT will hire a consultant(s) to complete the technical work for CMZ analyses, delineations and mapping, and support project outreach and engagement. The consultant should be a licensed geologist or professional engineer (e.g. geomorphologist, engineering geologist, hydraulic engineer, or hydrogeologist) with at least 5 years of proven experience in fluvial geomorphology and evaluating channel response. RECIPIENT will:

1. Secure services in accordance with RECIPIENT or State of Washington procurement procedures.
2. Enter into a contract with the selected consultant(s) that reflects the scope of work in this agreement.

B. **QAPP:** The RECIPIENT will meet the requirements in the General Terms and Conditions Section 12. ENVIRONMENTAL DATA STANDARDS to prepare a Quality Assurance Project Plan (QAPP), based on ECOLOGY's determination of the level of detail needed. The RECIPIENT will:

1. Provide ECOLOGY a draft QAPP for review and comments.
2. Revise the QAPP to reflect feedback received.
3. Finalize the QAPP for ECOLOGY approval.

C. **STUDY AREA:** The RECIPIENT will establish the study area to clarify that only areas downstream of ONP will be mapped, but the geomorphic influence of upstream areas may be considered as part of analysis.

D. **DESKTOP ANALYSES:** The RECIPIENT will collect, review, and process available background data for the CMZ delineation study, including the 2018 LiDAR, as follows:

1. Manage and document the inventory of data used in the delineation.
2. Identify known significant data gaps or uncertainties.
3. Foster close collaboration with the Lower Elwha Klallam Tribe.
4. Build on previous studies of the Elwha River that evaluate river response to dam removal.

E. **HYDRAULIC ANALYSIS:** The RECIPIENT will conduct a hydraulic analysis, as follows:

1. Prepare coarse, reach-scale 2D hydraulic modeling (results map and digital data) to assess flood dynamics for existing conditions.
2. Include flood frequency analysis of USGS stream gage data, as available.
3. Hydraulic model calibration will not be included. Analyses will be limited to inundation and sediment transport.
4. Compare modeling outputs to FEMA effective flood zones to inform of the location of CMZs outside the mapped floodplain.

F. **DELINEATION AND MAPPING:** Following the Rapp and Abbe methodology, A Framework for Delineating Channel Migration Zones (ECOLOGY Publication #03-06-027), the RECIPIENT will conduct an analysis and prepare digital mapping

Agreement No: SEASPC-2325-CICoCD-00006

Project Title: Lower Elwha River Channel Migration Zone Study

Recipient Name: Clallam County Community Development

for the Lower Elwha River, Indian Creek, and Little River, as follows:

1. Identify distinct geomorphic reaches of the study area based on geomorphic characteristics.
2. Consider channel response from dam removal and any other significant changes in hydrology where appropriate.
3. Conduct limited but targeted field investigation to verify findings from both the hydraulic and desktop analyses where site-specific conditions are not adequately explained by desktop methods.
4. Prepare deliverables including CMZ maps, GIS data, and a technical report. The GIS data should include all relevant GIS data used to determine the location of the CMZ. Digital data can be provided as either GIS shapefiles or as a layer package and should include metadata and appropriate attribute data.

Task Goal Statement:

1. Ensure the RECIPIENT has qualified personnel to conduct the scope of this project.
2. Produce a QAPP that addresses ECOLOGY's determination, that identifies the appropriate quality assurance methodology in the project's scientific practices.
3. Create an organized and documented inventory of project data to support dCMZs that follows QAPP protocols.
4. Ensure consistent, reliable, and repeatable processes in the data collection and management effort. Analyses related to CMZ delineation follows structured protocols with built-in periods for review and documentation.
5. Identify approximate extents of extreme flood events (100-year recurrence interval).

Task Expected Outcome:

1. Signed consultant contract(s).
2. An ECOLOGY-approved QAPP.
3. Hydraulic model with results maps as digital files.
4. dCMZ maps, digital data files (GIS shape files/layers), and technical report.

Recipient Task Coordinator: Rebecca Mahan

2. Channel Migration Delineation

Deliverables

Number	Description	Due Date
2.1	Copy of signed consultant contract. Upload to EAGL and notify ECOLOGY Project Manager.	
2.2	A draft QAPP for ECOLOGY review. Upload to EAGL and notify ECOLOGY Project Manager.	
2.3	An ECOLOGY approved QAPP. Upload to EAGL and notify ECOLOGY Project Manager.	
2.4	Data Collection and Hydraulics Analysis results map and GIS shape files. Upload to EAGL and notify ECOLOGY Project Manager.	
2.5	Draft CMZ Delineation GIS shape files/layers, mapping, and technical report. Upload to EAGL and notify ECOLOGY Project Manager.	
2.6	Final CMZ Delineation GIS shape files/layers, mapping, and technical report. Upload to EAGL and notify ECOLOGY Project Manager.	

Agreement No: SEASPC-2325-CICoCD-00006
Project Title: Lower Elwha River Channel Migration Zone Study
Recipient Name: Clallam County Community Development

SCOPE OF WORK

Task Number: 3 Task Cost: \$17,562.00

Task Title: 3. Stakeholder Outreach and Engagement

Task Description:

To inform and engage the public and key stakeholders, RECIPIENT will conduct robust outreach and employ diverse strategies to reach interested parties, those who influence and who are affected by CMZ-related planning decisions. Prior to releasing technical work products, RECIPIENT will make special effort to connect with residents and landowners who've experienced or are most at risk for erosion and flooding along the Lower Elwha River, Indian Creek, and Little River to gather local knowledge. Publications, materials, communications, and events must meet all applicable requirements for accessibility, acknowledgement, distribution, and light refreshments (e.g. General Terms and Conditions Sections 3 and 19; and 2023 Yellow Book). The RECIPIENT will provide a copy of education and outreach materials to the ECOLOGY Project Manager for review prior to distribution.

The RECIPIENT will:

- A. WEB and EMAIL: Create and maintain a project webpage and email distribution list to describe the project, announce upcoming events, and provide status updates.
- B. MAILER: Create and send one (1) or more postcard/mailed notices to landowners and key stakeholders about project questionnaire and meetings.
- C. QUESTIONNAIRE: Prepare and distribute a community questionnaire as part of the Task 2 data collection process to gather stakeholder information, local knowledge and personal experience about past erosion and flood events in the study area, and to invite public input. Compile results in narrative or tabular format.
- D. MEETINGS: Schedule and hold at least two (2) public meetings, including a project kick-off at the beginning, and a final meeting to present the completed CMZ delineation. Events may occur at the Lower Elwha Klallam Tribe (LEKT) Heritage Center to encourage tribal attendance; light refreshments and RECIPIENT travel costs are anticipated.
- E. PRESENTATIONS: Deliver one or more presentations to key stakeholder groups, such as LEKT, North Olympic Peninsula Lead Entity, North Olympic Land Trust, and Olympic National Park, to inform and invite input.
- F. MATERIALS: Prepare and distribute informational materials (print and/or digital) including but not limited to:
 - 1. Flyers or brochures that advertise the questionnaire and meetings.
 - 2. Educational poster displays about flooding, erosion, and CMZs.
 - 3. Draft maps showing hydraulic modeling and dCMZs.
 - 4. Other similar materials, as needed.

Task Goal Statement:

- 1. The goal of public and stakeholder outreach is to educate and inform the community of what a CMZ is and how erosion and flooding affect people, property, infrastructure, and riparian systems.

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Project Title: Lower Elwha River Channel Migration Zone Study

Recipient Name: Clallam County Community Development

2. The goal of public and stakeholder engagement is to gather data useful to the analysis, delineation, and mapping.

Task Expected Outcome:

1. The webpage, email notices, and postcard/mailers will result in public and stakeholder participation.
2. The questionnaire and meetings will result in stakeholder education and data collection.

Recipient Task Coordinator: Rebecca Mahan**3. Stakeholder Outreach and Engagement****Deliverables**

Number	Description	Due Date
3.1	Describe completed outreach and engagement actions in Quarterly Reports. Upload Supporting Documents to each Progress Report, as appropriate.	
3.2	Light refreshment form(s), and meeting attendance sign-in sheet(s). Describe in Quarterly Reports and upload documentation, as needed.	
3.3	Summary of community engagement and input as part of the draft and final technical report, and data reflected in the analyses and mapping, as appropriate.	

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Project Title: Lower Elwha River Channel Migration Zone Study

Recipient Name: Clallam County Community Development

BUDGET**Funding Distribution EG240464**

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: Model Toxics Control Operating Account (MT
 Funding Effective Date: 10/02/2023 Funding Type: Grant
 Funding Expiration Date: 06/30/2025
 Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund: FD

Type: State

Funding Source %: 100%

Description: Model Toxics Control Operating Account (MTCOA)

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

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

Model Toxics Control Operating Account (MTCOA)	Task Total
1. Project Administration / Management	\$ 29,569.00
2. Channel Migration Delineation	\$ 150,000.00
3. Stakeholder Outreach and Engagement	\$ 17,562.00

Total: \$ 197,131.00

Agreement No: SEASPC-2325-CICoCD-00006

Project Title: Lower Elwha River Channel Migration Zone Study

Recipient Name: Clallam County Community Development

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Model Toxics Control Operating Account (MTCOA)	0.00 %	\$ 0.00	\$ 197,131.00	\$ 197,131.00
Total		\$ 0.00	\$ 197,131.00	\$ 197,131.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

The RECIPIENT will negotiate the task deliverable due dates with the ECOLOGY Project Manager, and the ECOLOGY Project Manager will enter the information in the Deliverables Due Date EAGL form. The RECIPIENT will keep track of these dates, and will note any date changes on the quarterly progress reports. The Deliverables Due Date form can be found on the Application Menu - Forms page in EAGL. (Note: This form does not automatically print out with the Agreement.)

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 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

Agreement No: SEASPC-2325-CICoCD-00006
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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
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) <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).

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Recipient Name: Clallam County Community Development

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.

Agreement No: SEASPC-2325-CICoCD-00006

Project Title: Lower Elwha River Channel Migration Zone Study

Recipient Name: Clallam County Community Development

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

07/01/2023 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/2301002.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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- 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.

Agreement No: SEASPC-2325-CICoCD-00006
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Recipient Name: Clallam County Community Development

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.

Agreement No: SEASPC-2325-CICoCD-00006
Project Title: Lower Elwha River Channel Migration Zone Study
Recipient Name: Clallam County Community Development

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: SEASPC-2325-CICoCD-00006
Project Title: Lower Elwha River Channel Migration Zone Study
Recipient Name: Clallam County Community Development

- 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.

Agreement No: SEASPC-2325-CICoCD-00006
Project Title: Lower Elwha River Channel Migration Zone Study
Recipient Name: Clallam County Community Development

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.

Agreement No: SEASPC-2325-CICoCD-00006
Project Title: Lower Elwha River Channel Migration Zone Study
Recipient Name: Clallam County Community Development

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

Agreement No: SEASPC-2325-CICoCD-00006
Project Title: Lower Elwha River Channel Migration Zone Study
Recipient Name: Clallam County Community Development

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)

Department: Noxious Weeds

WORK SESSION ☒ **Meeting Date: 1-8-2024**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

Review of the 2023 season. Cathy Lucero will be joining us to speak about milfoil eradication efforts in Lake Sutherland.

Budgetary impact: If a budget action is required, has it been submitted and a copy attached? ☐
 None

Recommended action:

No action

County Official signature & print name: *Christina St John* Christina St John

Name of Employee/Stakeholder attending meeting: Christina St John, Joe Oakes

Relevant Departments: Noxious Weeds

Date submitted: 1-3-2024

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

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

Agenda Item Summary_yearly review of program

Revised: 3-04-2019

Noxious Weed Control – 2023 Year in Review



Presented by Christina St John, Joe Oakes and Cathy Lucero
Clallam County Noxious Weed Control Board
Presentation to the Clallam County Board of Commissioners
January 8, 2023

1

Our Projects in 2023

- Inspection/Public Outreach
 - Weed assessment increase
- County Roadside Integrated Weed Management Plan
- Lake Sutherland Eurasian Milfoil removal
- US Forest Service – Title II grant
- WSDA Knotweed Control grant
 - Olympic Invasives Working Group
- DCD Integrated Weed Management
- Contract work
 - Jamestown S’Klallam Tribe
 - Jefferson County NWCB
 - Washington Department of Fish and Wildlife



Bohemian knotweed along the Blg River



Joe digging tansy ragwort along Hoko-Ozette Rd



Volunteer planting event along the Olympic Discovery Trail



Spotted jewelweed on FS 2850

2

New weed to the Peninsula - Kochia

- Summer annual 2-7 ft tall
- Spreads by seeds – tumbleweed
 - Seeds viable 1-2 years
- Fields, pastures, ROWs, abandoned lots
- Has developed resistance to at least 4 herbicide groups
- Class B-designate noxious weed
 - Required for control – all counties on Peninsula
 - More common on east side of WA
- Found on Hwy 101 in east Clallam County
 - Majority between Carlsborg and Sequim Ave



5

Hwy 101 Infestation



WSDOT quickly removed infestations

6

Dungeness Floodplain Restoration



Poison hemlock on levee sides and northern section of floodplain

9

Weed seeds are being carried by the river – thousands of butterfly bush and common teasel have germinated in the floodplain.



Butterfly bush next to engineered log jam on old levee footprint



Butterfly bush seedlings on footprint of old levee



Common teasel near the access ramp onto the northern portion of the floodplain

10



Preventing spread and reducing populations

- In 2023 we examined **655 acres** and treated **242 acres** on **103 roads**
 - In 2022 we examined **278 acres** and treated **176 acres** on **88 roads**.
- In 2023 we treated or surveyed **57%** of the roads listed in the IWMP.
- The Road Dept IWMP goal is **25%** engagement of all County roads; we engaged with **32%** of the **874** county roads in 2023.

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Our Crew made a noticeable reduction in noxious weed populations this year

On Clallam County roads...

- Treated **103 roads (129 miles)**
- **177 roads surveyed** and did not need treatment
- Treated **30 different species**
- Top 5 weeds treated:
 - tansy ragwort
 - poison hemlock
 - meadow knapweed
 - Scotch broom
 - wild basil savory
- Manually removed **4,038 plants over 151 acres**
- Used **2.04** gallons of herbicide

14

Our pollinator planting sites

- We planted **7,303** plants at the Deer Park slopes
- We planted **811** plants at the Old Olympic Hwy/ODT berm
- We planted **494** plants at Kugel Creek site
- We added **20** plants at the Sequim-Dungeness and Woodcock roundabout



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Clallam County Volunteers

- The Clallam County Conservation District helped to coordinate **7** volunteers to water established plants weekly over **13** weeks; donating **51** hours.
- **13** volunteers came to add plants to our pollinator projects during **3** planting events contributing **42** hours. Volunteers helped plant **7738** plants in 2023.
- **8** of the WSU Master Gardeners provided **100** hours of volunteer work to provide **12** roadside monitoring forms (**9%** of our treatments), ensuring the safety and efficacy of our weed treatments.
- There was no off-target plant damage found by the Master Gardener Roadside Weed Management Team and they reported "good" effectiveness from our treatments.

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2023 Treatment Season



Eurasian watermilfoil
(noxious weed)

Northern watermilfoil
(native)



- 18 dives between June and October
- 880 plants
 - Same number of dives as 2022, but 25% fewer plants
- Hotspots – Heron Cove, Thompson Point, Mallard Cove
 - Driven by animal (primarily beaver) activity



21

Now, on to 2024....



Hoary alyssum



Italian thistle



Spurge laurel



Orange hawkweed



Sulfur cinquefoil



Wild basil savory



Tansy ragwort



Common teasel



European hawkweed



Common tansy



Bur chervil
(edible)

Poison hemlock
(deadly)

Clallam County Noxious Weed Control Board
223 E 4th St Ste 15
Port Angeles, WA 98062
(360) 417-2442

<https://www.clallamcountywa.gov/821/Noxious-Weed-Control>

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AGENDA ITEM SUMMARY

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

JAN 08 2024

Department: BOCC

WORK SESSION ☒ Meeting Date: 1-8-24

REGULAR AGENDA ☒ Meeting Date: 1-16-24

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

To continue the effort to keep the Clallam County Code up to date, Clallam County Administrator Contract Ordinance 963 is being rescinded. The Administrators Contract was replaced by Ordinance 1001 on August 8, 2023.

Review Ordinance and request a call for a hearing to be held Tuesday, January 30, 2024 at 10:30 a.m.

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

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

Review Ordinance and request a call for a hearing to be held Tuesday, January 30, 2024 at 10:30 a.m.

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners, Human Resources

Relevant Departments: Board of Commissioners, Human Resources

Date submitted: January 3, 2024

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

County Administrator Sill rescind 1-16-24
Revised: 3-04-2019

Ordinance _____

An ordinance rescinding employment contract for the County Administrator

BE IT ORDAINED BY THE BOARD OF CLALLAM COUNTY COMMISSIONERS:

Section 1.

Ordinance 963 is rescinded and was replaced by Ordinance 1001 on August 8, 2023.

ADOPTED this ____ day of _____ 2024

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mike French, Chair

Randy Johnson

ATTEST:

Loni Gores, MMC, Clerk of the Board

Mark Ozias

PUBLIC HEARING

Proposed Ordinance rescinding employment contract for the County Administrator

NOTICE: The Clallam County Board of Commissioners will conduct a public hearing on Tuesday, January 30, 2024 at 10:30 a.m., or as soon thereafter as possible in the Commissioners' Meeting Room of the Clallam County Courthouse, 223 East 4th Street, Room 160, Port Angeles, Washington. The public hearing is to consider the ordinance listed above. All proposed ordinances are available on the County website:

<https://www.clallamcountywa.gov/228/Comment-on-Proposed-Ordinances-Policies>

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

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

PROPONENT: Clallam County Board of Commissioners
223 East 4th Street, Suite 4
Port Angeles, WA 98362-3015
Telephone: 360.417.2256

FORMAL IDENTIFICATION: Proposed Ordinance rescinding employment contract for the County Administrator

SECTION-BY-SECTION SUMMARY OF PROPOSED CHANGES:

Ordinance 963 is rescinded and was replaced by Ordinance 1001 on August 8, 2023.

Publish: January 20, 2024
Bill: Board of Commissioners

Loni Gores, MMC, Clerk of the Board



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AGENDA ITEM SUMMARY

JAN 08 2024

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

Department: BOCC

WORK SESSION ☒ **Meeting Date: 1-8-24**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

"Throughout 2023, the Clallam BoCC hosted many public meetings discussing natural resource sector issues, the State Legislature's Natural Climate Solutions proviso, and specific DNR planned timber sales. On December 18, 2023, Commissioner of Public Lands Hilary Franz sent a letter to the BoCC requesting written concurrence on 2 parcels (totaling 69 acres) of the Power Plant timber sale to be transferred out of trust status and incorporated into the Natural Climate Solutions proviso. Should the BoCC provide its concurrence, DNR and the purchaser of the timber sale will work to find replacement acres for the trust."

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

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

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

Name of Employee/Stakeholder attending meeting: Board of Commissioners

Relevant Departments: Board of Commissioners

Date submitted: 1-2-24

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

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



December 18, 2023

Commissioner Mark Ozias, District 1
223 E 4th Street, Suite 4
Port Angeles, WA 98362

Commissioner Randy Johnson, District 2
223 E 4th Street, Suite 4
Port Angeles, WA 98362

Commissioner Mike French, District 3
223 E 4th Street, Suite 4
Port Angeles, WA 98362

Dear Clallam County Commissioners,

I am writing to update you on the preliminary identification of the lands to be included in the 2,000 acres of structurally complex, carbon dense forestland to be set aside directed by the Legislature's Natural Climate Solutions proviso.

In Clallam County, 69 acres of the Power Plant timber sales (Units 3 & 4) have been identified as candidates to be transferred out of trust status after replacement land has been identified. DNR and the purchaser of the timber sale will work to find replacement acres for the same trust as substitute volume as allowed under the terms of the contract and RCW 79.15.140. This will help us to meet your stated desire in your December 5 letter to avoid short-term impacts of this project on junior taxing district beneficiaries.

The full trust breakdown is:

Power Plant	69
State Forest Transfer	69

In selecting areas for consideration, the department worked to meet multiple co-benefits. We sought to conserve areas adjacent to existing habitat, in areas to improve habitat connectivity, and to avoid isolated small fragments scattered across ownership. The Power Plant area (see attached maps) was selected because it is within the Elwha watershed and adjacent to existing habitat and federal ownership along the river corridor.

These parcels will be added to the list of initially identified acres and will be submitted to the Board of Natural Resources this week, with a presentation to the Board at its January 2024 meeting. The purpose of this presentation is to cover details of the parcels and answer any questions that the Board may have.

As the proviso states, DNR will need written concurrence on the parcels from *"the legislative authority of the county"* before they can be transferred. Ideally, that concurrence would occur before January 31, 2023, so the department can finalize parcels and work to acquire replacement lands, especially those that benefit the county and junior taxing districts.

Sincerely,

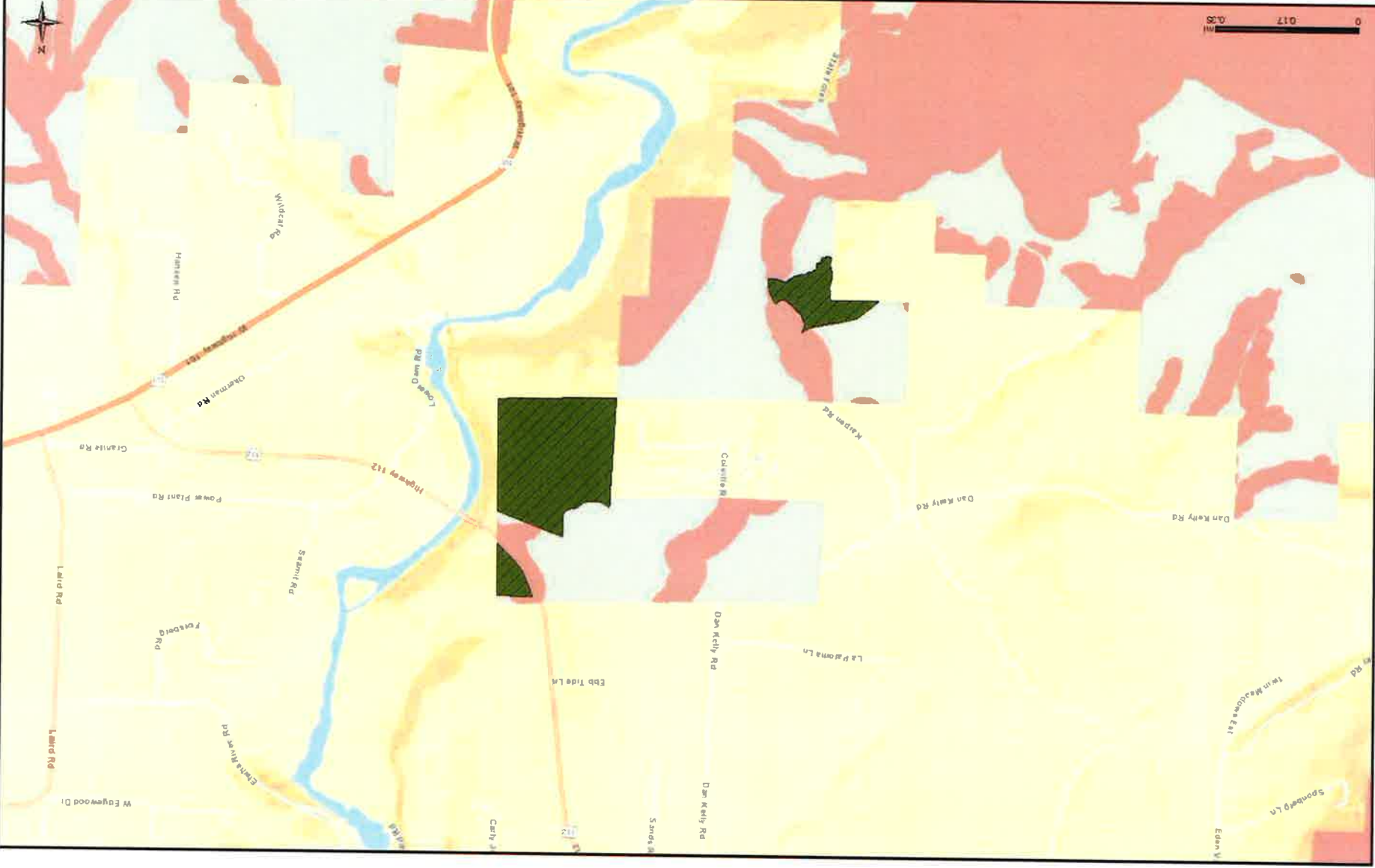


Hilary S. Franz
Commissioner of Public Lands

Potential 2000 Acres Sites Power Plant

All data are draft and subject to change.

- Proposed Sites
- Planned VRH/LUC (through FY26)
- VRH-deferred
- DNR-Managed Lands





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JAN 08 2024

AGENDA ITEM SUMMARY

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

Department: BOCC

WORK SESSION ☒ **Meeting Date:** 1/8/24

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: Various local governments have experienced disruptive public comments and MRSC has provided recommendations on how to deal with this issue. Our current Administrative Policy 120.3.2 may suffice but it should be reviewed.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?) Discuss BoCC Public Meetings policies.

County Official signature & print name: CMF 

Name of Employee/Stakeholder attending meeting: CMF _____

Relevant Departments: BoCC, PAO _____

Date submitted: 1/2/24

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

Board public meeting policies agenda item summary

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

Revised: 3-04-2019

at any meeting of the Board, documents requiring the signature of the Board are signed by the Vice Chair.

2.9 Documents to be Maintained/Official File

Departments are responsible to maintain the official record and file of any documents submitted to the Board. The Commissioners' office will maintain a file containing one copy of all documents considered during each public meeting. Agenda Packets are filed by meeting date and are transferred to State Archives in compliance with applicable retention schedules.

If documents that are exempt from public disclosure are submitted to the Board, the appropriate check box on the Agenda Item Summary Form must be marked. The actual documents that are exempt from public disclosure submitted for packets should be CLEARLY and PROMINENTLY marked on the top of the front page by the department as such. In addition, the media copy of the document packet should be identified and the exempt document should not be included in the packet.

.3 PROCEDURAL MATTERS

Clallam County Code Sections 3.05.020 through 3.05.050 establish and provide for regular, special, and emergency meeting times, dates, and locations of the Board.

3.1 Agenda

A written agenda shall be produced for each work session and regular meeting using a standard format. The agenda shall be posted to the Clallam County website after final approval.

3.2 Public Comment

Public comments are heard in regular meetings – immediately after the agenda is approved as the first item of business (for comments concerning agenda items) and after finishing all specific items of Board business (for general comments pertaining to any subject); and during public hearings.

Public comment may be solicited during work sessions to inform the Board's understanding of a particular issue, but will not normally be included as an agenda item for the work session.

3.3 Rules of Conduct

As a general rule of conduct, traditional Clallam County civic traditions of respect, courtesy, and comity will guide Board discussions. The Board Chair will control the conduct of all Board meetings, and after the meeting's agenda is approved, ensure that,

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When Hate Comes to Town: Addressing Racist and Anti-Semitic Public Comment at Meetings

November 6, 2023 by Oskar Rey

Category: [Inclusive Communities](#), [Legislative Body](#), [Public Participation](#)



In recent months, there has been a disturbing trend in which the public comment period of city council meetings has been used to make antisemitic and racist statements. The comments are typically made by individuals appearing remotely over Zoom who sign up for public comment under assumed names and do not appear on camera. In some cases, it appears the

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same individual signs up multiple times under different names so that they have additional opportunities to comment.

This is not an isolated phenomenon. It is occurring in multiple states, including numerous cities in California (San Diego and San Francisco for example), Eugene, Oregon, and Iowa City, Iowa, to name a few. In recent weeks, this disturbing trend has reached several cities in Washington State. This blog will look at measures Washington local governments can take to minimize the chance that their public meetings are disrupted by hate speech.

Public Comment is a Limited Public Forum Under the First Amendment

When local governments provide an opportunity for public comment at meetings, it is considered a “limited public forum” for free speech purposes. That means the government can regulate the time, place, and manner of speech, provided the regulations are reasonable and content-neutral. For example, some local governments require public comment to be on a matter of agency concern or an item on the meeting agenda. Such a requirement prevents a speaker from commenting on matters that are not relevant to the agency.

Public comment rules should be clear and easy to interpret. In *Acosta v. City of Costa Mesa*, 718 F.3d 800 (9th Cir. 2013) the Ninth Circuit Court of Appeals struck down a rule that prohibited “insolent” action or speech because it was overbroad. The court found the policy swept “a substantial amount of non-disruptive, protected speech within its prohibiting language.” For more on free speech and public comment rules, see the MRSC’s blog, [When First Amendment Rights and Public Meetings Clash](#).

Until fairly recently, Washington local government agencies were not required to allow public comment at meetings of the governing body, although many did so voluntarily. That changed in 2022, when the legislature amended the Open Public Meetings Act (OPMA) to require governing bodies to provide oral or written public comment at regular meetings. RCW 42.30.240(2) also contains the following requirement:

Upon the request of any individual who will have difficulty attending a meeting of the governing body of a public agency by reason of disability, limited mobility, or for any other reason that makes physical attendance at a meeting difficult, the governing body shall, when feasible, provide an opportunity for that individual to provide oral

comment at the meeting remotely if oral comment from other members of the public will be accepted at the meeting.

Options for Addressing Hate Speech

Although the First Amendment and the OPMA place some limitations on local governments, deciding how best to proceed is a policy choice. Public comment plays an important role in allowing constituents to communicate with their elected officials.

On the other hand, hate speech causes harm, and it seems antithetical to the role of local government to allow public meetings to be co-opted by messengers of hate. Governing bodies need to weigh the advantages and disadvantages of restricting public comment for the purpose of minimizing hate speech.

Option 1: Eliminate remote public comment

One option that some cities in other states are pursuing is eliminating remote public comments. Services such as Zoom have made public participation easier, but such tools can be abused by individuals operating anonymously who may be in far-away places. If it is not possible to verify a speaker's true identity and place of residence, then some local governments may decide that remote public comment is not worth it.

Washington local governments will need to comply with RCW 42.30.240(2), which allows an individual for whom physical attendance is difficult to request remote public comment. It would seem a local government could request information necessary to verify the identity of an individual making such a request.

Option 2: Limit public comment to items on the agenda

Another option is requiring that the comments be relevant to an item on the agenda. That requirement provides the presiding officer with the ability to quickly mute or disconnect a speaker that is not speaking to a matter of city concern.

Limiting speakers to topics that are relevant to the agenda or the business of the agency is likely not a content-based regulation. The agency is facilitating communication on topics of interest to the city rather than discriminating against viewpoints that may be expressed on those topics. However, it appears that some speakers engaging in hate speech have referred to agenda items at the beginning of their comments. This puts the presiding officer and

governing body in the difficult position of deciding the point at which a speaker's comments are no longer relevant to agency business.

Here are sample policies that limit public comment to items on the meeting agenda:

- Seattle City Council Rules of Procedure, Rule XI.D; Comment must be relevant to item on agenda and comments on other matters are “disruptive.”
- Tacoma City Council Rules of Procedure, Rule 9;
In general, public comment is limited to items on the agenda, and item must be specified in advance.

Option 3: Take steps to verify the identity of speakers commenting remotely

Taking steps to verify the identity of remote public commenters may be an option if technologically feasible. Agencies considering this type of measure should consult with their information technology experts to determine what options may be available. Keep in mind that verification of identity should *only* apply to individuals who wish to speak remotely during public comment: Under RCW 42.30.040, a local government *may not* require a person to identify themselves when they are simply attending a public meeting.

Why Not Prohibit Hate Speech?

It may be tempting to simply prohibit the use of hate speech during the public comment period, but there are a few reasons why this is inadvisable. First, a court would likely view a prohibition on hate speech as a content-based restriction. One of the bedrock principles of free speech is that government may not prohibit the expression of an idea simply because society finds the idea itself to be offensive. There is not an exception for hate speech under the First Amendment.

Second, hate speech is a difficult concept to define for the purpose of enforcing public comment rules. The problem rests not with the egregious examples of hate speech, but in those areas where there may room for disagreement. Asking a presiding officer and governing body to determine whether a speaker has used hate speech during the public comment portion of a meeting is a fraught undertaking with potential liability to the agency for violation of free speech rights.

Now is a good time to review public comment policies and determine whether changes are necessary. A local government should also discuss and plan how best to respond if hate speech is used during public comment. The presiding officer needs to be comfortable with both the rules and the technology platform and should understand when it is appropriate to turn off the microphone of those violating the policy. In addition, any policy that allows a speaker to be cut off should apply equally to in-person and remote speakers.

King County, Kenmore, and Port Angeles (among others) have issued statements condemning hate speech at public meetings and affirming their commitment to inclusivity, understanding, and respect for one another. The sad truth is that local governments may not be able to guarantee that hate speech will not occur during public comment, but there are measures that can be taken to make it less easy to espouse hate.

MRSC is a private nonprofit organization serving local governments in Washington State. Eligible government agencies in Washington State may use our free, one-on-one Ask MRSC service to get answers to legal, policy, or financial questions.



About Oskar Rey

Oskar Rey has practiced municipal law since 1995 and served as Assistant City Attorney for the City of Kirkland from 2005 to 2016, where he worked on a wide range of municipal topics, including land use, public records, and public works. Oskar is a life-long resident of Washington and graduated from the University of Washington School of Law in 1992.

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