



WORK SESSION AGENDA

BOARD OF CLALLAM COUNTY COMMISSIONERS

223 East 4th Street Room 160

Port Angeles, Washington

Monday, December 13, 2021 – 8:00 a.m.

****ATTENTION****

In response to the current pandemic, to promote social distancing, and in compliance with Governor's Proclamation and the recommendation of the Clallam County Health Officer, the Board of Commissioners meetings will be virtual only. The Board of Commissioners strongly encourages public comments to be submitted in writing.

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

If you would like to participate in the meeting 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

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

Administration – 9 a.m.

1. Calendar/Correspondence
2. Review and approval to move forward with the Conservation Futures application, selection criteria, priorities and policies

Review and approval 

3. Agreement with Department of Commerce for the Less Than Lethal Equipment Program (2d)*

Agreement 

4. Pre-application questionnaire with Department of Commerce for Hotel/Motel Leasing and Rapid Re-Housing Grant

Pre-application questionnaire 

5. Bullman Beach update

Update 

Public Works

6. Resolution in support of the Dungeness Reservoir Irrigation Conveyance Improvement Project

Resolution 

Community Development

7. Agreement Amendment 1 with Department of Ecology Marine Resources Committee Operations

Agreement amendment 1 

8. Change order for the Lower Dungeness Floodplain Restoration Project

Change order 

9. Briefing and call for hearing to be held Tuesday, January 11, 2022 at 10:30 a.m. regarding the Shoreline Master Program

Briefing and call for hearing 

General Discussion/Items for Future Agendas

- A. ADU Ordinance update and call for hearing (January 10)

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.



AGENDA ITEM SUMMARY

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

2
12/13/21

Department: BOCC – Conservation Futures Board

WORK SESSION ☒ **Meeting Date: 12-13-21**

Item summary:

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

Executive summary:

The Clallam County Conservation Futures Committee Board Members are pleased to submit to the BOCC the final draft of CF application, CF selection criteria, CF priorities and CF policies that will guide the county's efforts towards its Conservation Futures Program goals.

A few months ago the BOCC was presented with drafts of the priorities and policies that the committee envisioned for the Conservation Futures program. Based on your positive input at the time we have proceeded to create the criteria for evaluation of properties worthy of conservation grants, and an application packet. The County Prosecuting Attorney's Office has reviewed all the documents without objections.

The CF Team is forwarding all the documents to the BOCC for final review and approval so that they may send out a first call for funding applications in early 2022.

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

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

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

Name of Employee/Stakeholder attending meeting: Ricardo Fleischfresser – Conservation Futures Chair, Board of Commissioners, Prosecuting Attorney's Office

Relevant Departments: Board of Commissioners, Prosecuting Attorney's Office

Date submitted: December 6, 2021

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

CONSERVATION FUTURES
DRAFT
APPLICATION



**CLALLAM COUNTY
CONSERVATION FUTURES PROGRAM
223 EAST 4TH STREET, ROOM 150
PORT ANGELES, WASHINGTON**

**Application for the purchase of development rights and conservation easement funded by the
Conservation Futures Property Tax, Ordinance No.958**

Instructions to the Applicant

- Please answer all questions as fully as possible.
- You may attach additional sheets if necessary to fully answer a question.
- Please attach copies of all deeds, surveys and lot certifications which describe the property
- If any item is inapplicable, please mark it "N/A".
- This is an application to sell rights and place a conservation easement on the property. The intention of the sale and approval of the conservation easement is to promote continued use of farmland.
- Please submit questions and application to the Clerk of the Board of Commissioners who will forward them to Conservation Futures Advisory Committee.

A. APPLICANT INFORMATION

1. Name of Applicant: _____

2. Mailing Address: _____

3. Property Address, if different from mailing address: _____

4. Telephone: _____

5. Email Address: _____

6. Contact Person: _____

7. Type of legal entity:

☐ individual

☐ corporation incorporated in the State of _____

☐ general partnership created in the State of _____

☐ limited partnership created in the State of _____

☐ limited liability company created in the State of _____

8. LANDOWNER(S):

Legal Name: _____

Mailing address: _____

Telephone/Fax/Email: _____

9. Are there any material facts or circumstances (e.g. pending litigation, bankruptcy, etc.) relating to any of the parties to the proposed transaction which have not been described and may potentially affect the transaction? ☐ Yes ☐ No If Yes, please explain:

B. PROPERTY INFORMATION

1. Is the property within the Agricultural Retention Zone?

() Yes () No

What is the proximity to other conserved farmland?

2. Please attach a legal description of the land, recent title report, and copies of any survey maps of the property. (Size and shape)

3. Are there any water rights associated with the parcels? () Yes () No

Please describe:

4. Please indicate the percentage of "prime soil", as defined by the USDA Natural Resource Conservation Service, on the property:

() 0-49% () 50-75% () 76-100%

5. Please describe the agricultural use of the land, including number of livestock, general description of crops or specialty crops etc.

6. Please list all soil and water conservation practices and plans in effect on the property.

7. Please identify any conservation practices that address climate change.

8. Please disclose all residences and buildings on the property

9. Please provide a brief history of the property & benefits to the community.

10. Please describe how the farm is integrated/connected with the broader community.

C: VIABILITY OF PROPOSAL

1. Are there any anticipated or pending threats to convert the land to a non-agricultural use?

() Yes

() No

If Yes, please describe.

2. Please describe your plan for stewardship of this farmland.

3. Are you applying to receive monies from other funding sources as well as the Conservation Futures Fund? () Yes () No

If Yes, please describe.

4. Please share the economic viability of your farming business. Attach your business plan if available.

5. How long have you been farming and/or plan to continue farming this property into the future? Please attach farm plan for expected use of this property.

D. APPLICATION AGREEMENT

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Conservation Futures Advisory Board of Clallam County in its consideration of this application for the sale of a conservation easement.

The information in this application and supporting documents are true and complete to the best of my/our knowledge and are submitted for the purpose of the sale of a conservation easement. I/We understand that this application is subject to review by the Conservation Futures Advisory Board and the Board of Clallam County Commissioners in order to properly evaluate and process this application.

Dated at _____, on the _____ day of _____, 20____
(City) (State)

Name and Signature of Applicant: _____

Name and Signature of Landowner: _____

APPLICATION INSTRUCTIONS – GENERAL GUIDELINES

APPLICATION DEADLINE:

Applications must be received at the Board of County Commissioner's Office, 223 East 4th Street, Suite 4, Port Angeles WA 98362-3015 (Clallam County Courthouse, main level, Room 150) until **12 p.m., Monday,**

The Clallam County Conservation Futures Program Advisory Board will review applications in a public meeting as determined at the Clallam County Courthouse, Commissioner's Boardroom 160. Applicants will be notified and attendance by the applicant's representative is required for presentation and questions. Following review, Clallam County Conservation Futures Program Advisory Board will forward its recommendation to the Board of County Commissioners.

APPLICATION SUBMITTAL INFORMATION:

Submit the **original application and two copies to:**

Conservation Futures Program Advisory Board
Board of Commissioner's Office
223 East 4th Street, Suite 4 (Room 150)
Port Angeles WA 98362-3015

All copies need to be single sided and not stapled and no folders. All documents and brochures must be printed on 8.5 x 11 letter size paper to be accepted. Documents delivered to other offices and received late by the Commissioners' Office will not be considered nor will ones received by facsimile or e-mail. Submittals made in an incorrect format will not be considered.

CONTACT INFORMATION:

Questions can be directed to the Clerk of the Board by email at agores@co.clallam.wa.us or phone 360-417-2256

Clallam County Conservation Futures Program Advisory Board website can be found at this link:
<http://www.clallam.net/bocc/CFRAB.html>

CONSERVATION FUTURES
DRAFT
SELECTION CRITERIA



**CLALLAM COUNTY
CONSERVATION FUTURES PROGRAM
223 EAST 4TH STREET, ROOM 150
PORT ANGELES, WASHINGTON**

**Conservation Futures
Criteria for Selection of Properties for Farmland Preservation**

In evaluating farmland for Conservation Futures grants, a 60% weight will be given to **Viability of Site** considerations, and 40% to the **Viability of the Proposal** as a Conservation Opportunity.

1) Viability of the Site (Max total points: 60)

- Current and/or future access to water (10 points)
Comments
- Soil type/quality conducive to various types of farming (10 points)
Comments/Description
- Size and shape (10 points)
Comments
- Location – (10 points)
 - Within Agricultural Retention Zone (5 points)
 - Proximity to other farmland under conservation (5 points)Comments
- Existence of on-site farm infrastructure (5 points)
Comments
- Site History/Climate Change Concerns/Community Support & Benefits (15 points)
Comments



**CLALLAM COUNTY
CONSERVATION FUTURES PROGRAM
223 EAST 4TH STREET, ROOM 150
PORT ANGELES, WASHINGTON**

2) Viability of Proposal (max total points: 40)

- Transactional Urgency (10 points)
Comments

- Probability that property will be converted away from farmland use (10 points)
Comments

- Financial Considerations (20 points)
 - Leveraging Opportunity (5 points)
 - Business Projection (5 points)
 - Farm Plan (5 points)
 - Longevity of stewardship (5 points)Comments

CONSERVATION FUTURES
DRAFT
PRIORITITES



**CLALLAM COUNTY
CONSERVATION FUTURES PROGRAM
223 EAST 4TH STREET, ROOM 150
PORT ANGELES, WASHINGTON**

**Conservation Futures
Priorities until December 31st, 2030**

Preservation of Viable Producing Farmlands within Clallam County as per Definition in RCW 84.34.020

Preservation of Viable, but currently non producing Farmlands in Clallam County

DRAFT

CONSERVATION FUTURES
DRAFT
OPERATIONAL POLICIES



**CLALLAM COUNTY
CONSERVATION FUTURES PROGRAM
223 EAST 4TH STREET, ROOM 150
PORT ANGELES, WASHINGTON**

**Conservation Futures
Operational Policies**

These policies are devised to guide in the acceptance and evaluation of Applications for Funding of Conservation Futures Grants.

- 1) While the value of a property under evaluation for funding may include the value of structures, and may enhance the overall possibility of funding through the CF criteria, funding will be directed only to the acquisition of interests in farmland.
- 2) Conservation Easements will be considered whether they are in Perpetuity or Term, however preference will be given to conservation easements in perpetuity.
- 3) CF will seek to maximize leveraging with other Conservation funding sources.
- 4) When there is imminent risk of loss of a conservation opportunity, CF may reimburse monies expended on the acquisition of interest in farmland for projects that have been approved but for which funding has not yet been disbursed.



AGENDA ITEM SUMMARY

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

3
12/13/21
2d

Department: Sheriff's Office

WORK SESSION ☒ **Meeting Date: December 13, 2021**

REGULAR AGENDA ☒ **Meeting Date: December 14, 2021**

Required originals approved and attached? ☒

Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # F19-31440-504 / County # 815-21-03

☐ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary:

The Sheriff's Office applied for and obtained a JAG Grant for the purchase of TASERS and necessary accessories (i.e., Less-Than-Lethal Equipment) in the amount of \$21,418. This is a no-match grant. The BOCC previously approved the Grant application at a Regular Board meeting on October 12, 2021. The PAO has approved the Grant Agreement as to form. We seek BOCC approval of the Grant Agreement with Commerce.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
BOCC approve the Grant Agreement with Commerce.

County Official signature & print name: Sheriff Benedict

WJ Benedict

Name of Employee/Stakeholder attending meeting: Chief Criminal Deputy King

Relevant Departments: Sheriff's Office

Date submitted: 12/6/21

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

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

Agenda Item Equipment Grants Contract Approval

Revised: 3-04-2019



Interagency Agreement with

Clallam County

through

Less Than Lethal Equipment Program

For

Purchase of less than lethal equipment

Start date: November 15, 2021

TABLE OF CONTENTS

Special Terms and Conditions

1.	Authority.....	1
2.	Acknowledgement of Federal Funding.....	1
3.	Contract Management.....	1
4.	Compensation	1
5.	Expenses.....	1
6.	Indirect Costs.....	1
7.	Billing Procedures and Payment.....	1
8.	Subcontractor Data Collection	2
9.	Audit.....	2
10.	Debarment.....	2
11.	Insurance.....	3
12.	Order of Precedence.....	3

General Terms and Conditions

1.	Definitions	4
2.	All Writings Contained Herein	4
3.	Amendments	4
4.	Assignment	4
5.	Confidentiality and Safeguarding of Information.....	4
6.	Copyright.....	5
7.	Disputes	5
8.	Governing Law and Venue	5
9.	Indemnification	6
10.	Licensing, Accreditation and Registration.....	6
11.	Recapture.....	6
12.	Records Maintenance	6
13.	Savings	6
14.	Severability.....	6
15.	Subcontracting	6
16.	Survival	7
17.	Termination for Cause	7
18.	Termination for Convenience.....	7
19.	Termination Procedures.....	7
20.	Treatment of Assets.....	8
21.	Waiver	8

Attachment A, Scope of Work

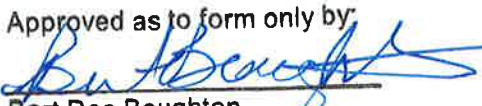
Attachment B, Budget

FACE SHEET

county # 815-21-03

Contract Number: F19-31440-504

**Washington State Department of Commerce
Community Services and Housing Division
Office of Firearm Safety and Violence Prevention – Public Safety Unit
Less Than Lethal Equipment**

1. Contractor Clallam County Clallam County Sheriff's Office 223 E. 4 th Street, Suite 12 Port Angeles, WA 98362		2. Contractor Doing Business As (optional)	
3. Contractor Representative Elizabeth Waknitz Administrative Specialist 360-417-2393 ewaknitz@co.clallam.wa.us		4. COMMERCE Representative Abigail Snyder Program Manager 360-515-6205 Abigail.Snyder@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Contract Amount \$21,418	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐		7. Start Date November 15, 2021
8. End Date June 30, 2022			
9. Federal Funds (as applicable) \$21,418	Federal Agency: Number: Department of Justice		CFDA 16.738
Indirect Rate (if applicable): Not Applicable			
10. Tax ID # 91-6001298	11. SWV # 0000200-15	12. UBI # 054-004559	13. DUNS # 075739235
14. Contract Purpose To purchase less than lethal equipment.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget			
FOR CONTRACTOR _____ Clallam County Board of Commissioners Mark Ozias, Chair of the Board _____ Date Approved as to form only by:  Bert Dee Boughton Civil Deputy Prosecuting Attorney Clallam County		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

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

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: October 1, 2019

Federal Award Identification Number (FAIN): 2019-DJ-BX-0035

Total amount of the federal award: \$3,303,848

Awarding official: Matt Dummermuth

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. 2019-DJ-BX-0035 awarded by Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Department of Justice. Grant funds are administered by the Office of Firearm Safety & Violence Prevention – Public Safety Unit, Washington State Department of Commerce."

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$21,418 for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$21,418, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

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

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE at least quarterly, but, not more often than monthly.

The invoice shall include the Contract Number F19-31440-504.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices.

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

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

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the Contract through June 30, regardless of the Contract start and end date.

Duplication of Billed Costs

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

Disallowed Costs

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

8. SUBCONTRACTOR DATA COLLECTION

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

9. AUDIT

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

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

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

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

10. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C.** The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

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

11. INSURANCE

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

12. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director of the Department of Commerce and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this Contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

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

6. COPYRIGHT

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

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

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

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

7. DISPUTES

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

8. GOVERNING LAW AND VENUE

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

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

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

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

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

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

Attachment A Scope of Work

Contractor shall purchase the following equipment:

- 10 TASER X2
- 10 TASER X2 Holsters
- 15 Taser Batteries
- 100 TASER Smart Cart 25 Foot
- 30 TASER Smart Cart 15 Foot

Items will be purchased shortly after the Contract is executed.

The Contractor will report on the activities identified above on a quarterly basis. Quarterly reports will be due the 15th day of the month following the end of each calendar quarter of the award period.

Attachment B Budget

The budget for the award period of November 15, 2021 through June 30, 2022 is \$21,418.

Equipment Total \$21,418

Note: The Contractor may not obligate or expend any funds under this award until a completed Federal Eligibility Package has been submitted to COMMERCE as identified in RFP 19-31440-1.



AGENDA ITEM SUMMARY

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

4
12/13/21

Department: Health and Human Services

WORK SESSION ☒ **Meeting Date:** December 13, 2021

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

- | | | |
|---|---|--|
| ☐ Call for Hearing | ☐ Contract/Agreement | |
| ☐ Resolution | ☐ Proclamation | ☐ Budget Item |
| ☐ Draft Ordinance | ☐ Final Ordinance | ☒ Other Hotel Leasing & Rapid Re-Housing |

Documents exempt from public disclosure attached: ☐

Executive summary:

Health and Human Services Department would like to apply for the Hotel/Motel Leasing and Rapid Re-Housing Application to be awarded by the Department of Commerce. Clallam County, based on the award chart will be provided \$392,360, which will provide hotel/motel leasing for emergency shelter and rental assistance.

The grant deadline is December 31, 2021.

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

Recommended action: (Does the Board need to act? If so, what is the department's recommendation?)
Support HHS request to apply for said grant.

County Official signature & print name:  KEVIN LoPiccolo

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo

Relevant Departments: Health and Human Services

Date submitted: December 8, 2021

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

Commerce rapid rehousing grant request
Revised: 3-04-2019

Clallam County

Grant Application Information

DEPARTMENT: **HHS**

DATE SUBMITTED TO W/S: **12/13/21**

GRANT NAME: **Rapid Re-Housing**

APPLICATION DEADLINE: **12/31/21**

ISSUING AGENCY: **Commerce**

IS THIS A RENEWAL? **NO**

LENGTH OF GRANT: **Two Years**

RENEWAL POSSIBLE? **NO**

TOTAL AWARD: **\$392,360**

ANNUAL AMOUNT: **\$392,000**

MATCH REQUIRED? **NO**

MATCH AMOUNT: **NONE**

DESCRIPTION OF GRANT AND PURPOSE:

To support emergency housing for people experiencing homelessness. This grant will provide the necessary funding for hotel/motel use throughout the County and provide rental assistance.

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

To provide emergency housing for our most vulnerable populations.

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

Will assist Health and Human Services Department in finding/providing the necessary shelter until longer term housing/shelter can be found.

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

The grant would help augment our mission in providing safe shelter to vulnerable populations experiencing homelessness, domestic violence, etc.

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

To help assist people experiencing homelessness in finding shelter and utilizing coordinated entry and case managers to help provide the necessary outreach associated with bringing people into housing.

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

No.

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

Matching funds will not be necessary.

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

No impacts identified.

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

HHS will utilize current staffing to support application.

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

Yes. Awardees of grant will not be required to submit invoices or a summary of how funds were spent, but be required to provide a summary of the work performed.

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

No.

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

No.

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

No.

WHAT BUDGET CHANGES ARE NECESSARY? INCLUDE REVENUES AND EXPENDITURES.

Clallam County Budget Change Form may be necessary providing a description of the revenue/expenditure.

OTHER COMMENTS

None.


ELECTED OFFICIAL/DEPARTMENT HEAD SIGNATURE

Rich Sill, ADMINISTRATOR

APPROVAL

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



Hotel Leasing and Rapid Re-Housing Funding Application

July 1, 2021 - June 30, 2023

Applications can be submitted any time through December 31, 2021

Table of Contents

Introduction

Tabs to be completed (highlighted in yellow):

FORM A - Applicant Information

FORM B - Subgrantee Information (if applicable)

FORM C - Funding Proposal

FORM D - Budget

FORM E - Certification

Award Chart

Introduction

This Excel workbook contains the information and forms needed to submit a request for the Hotel Leasing and Rapid Re-Housing funding administered by the Department of Commerce (Commerce). Yellow tabs are to be completed by the applicant.

Fund Sources

The 2021-23 Washington State budget directs Commerce to use at least \$20 million of the revenue from the new \$100 recording fee to fund "hotel and motel vouchers, rapid rehousing, and supportive services for individuals and families accessing vouchers and rapid rehousing." Commerce increased that amount to \$40 million.

<http://lawfilesexternal.wa.gov/biennium/2021-22/Pdf/Bills/Session%20Laws/Senate/5092-S.SL.pdf>

Award Amounts

\$40 million is available, split proportionally based on the amount of state document recording fee revenue generated in each county during the last fiscal year. The Award Chart can be found on the last tab of this workbook. The amount found on the chart is the maximum amount that can be requested.

Grant Period

July 1, 2021 – June 30, 2023

Funding Overview

The "Funding Overview" document is attached to the email with this funding application or can be found at the link below. The overview includes requirements to administer these funds, such as eligible housing interventions, eligible costs, eligible households, and data reporting.

<https://deptofcommerce.app.box.com/s/ejry277s21jnz01sycxcgd2pv2kthrp3>

Application Contact

Please email questions about the application, and the completed applications and attachments to:

Jessica Simon (*she/her/hers*)

jessica.simon@commerce.wa.gov

Submission of Application

Applications can be submitted any time through December 31, 2021. Please submit one electronic submission of the entire Application (in Excel) and the signed and scanned Form E to application contact.

Commerce reserves the right to reduce or redistribute an allocation if insufficient information is provided in the application, ineligible activities are proposed, or if a grantee lacks demonstrated capacity to administer the grant. Preparation of an application does not guarantee that applicants will receive funds.

No Obligation to Contract

This Application does not obligate the State of Washington or the Department of Commerce to contract for services specified herein.

Rejection of Proposals

The Department of Commerce reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this application.

Applicant Information

Name of Organization/Department

Mailing Address

Physical Address (if different than mailing address)

City

Zip Code

Statewide Vendor Number (SWV)

Unified Business Number (UBI)

Contact Information

	Contact person for application:
Name/title	
Phone	
Email	

Applicant Type:

	County Government
	City Government

Executive	Program Manager	Fiscal	Data Manager	Other
Person with signature authority who will sign grant agreement via DocuSign with Commerce.	Person who is the primary grant contact with Commerce.	Person we will contact with questions about invoices.	This is the person who we will contact with questions about data.	If another person needs to be included in grant correspondence with the primary contact.

Name	Title	Phone	Email

DocuSign Information

The Executive contact will be the DocuSign end signer, but if anyone else needs to be a recipient in the DocuSign routing process, please enter their name/title and email below in order of who needs to review/approve first. Program Manager and Other contact will be cc only unless included below.

Name/title	1	2	3	4	5

Subgrantee Information

If more than one subgrantee will be funded, please copy this tab and complete this form for each.

Name of Organization

Mailing Address

Physical Address (if different than mailing address)

City

Zip Code

County(ies) served

Subgrantee Type:

- ☐ County Government
- ☐ City Government
- ☐ Council of Governments
- ☐ Non-Profit community/neighborhood based organization
- ☐ Housing Authority
- ☐ Federally recognized Indian tribe in the State of WA

	Executive	Program Manager	Fiscal	Data Manager
Name				
Title				
Phone				
Email				

Funding Proposal

1. Provide a summary description of how the funds will be used (hotel/motel leasing, rapid re-housing, outreach efforts, staffing, etc.).

2. For hotel/motel leasing, include information on leasing arrangement (agreement type (e.g. MOU, contract), agreement time period, etc.) and any other specific details about how the program will operate at the hotel/motel.

3. How many estimated hotel/motel leased units or rapid re-housing households will this funding support *monthly* ?

Hotel/Motel
leased
rooms/units
(not buildings)

#

Households
provided rapid re-
housing

#

4. Provide a timeline for implementation, include date of occupancy for hotel/motel rooms or date when estimated households will be rapidly re-housed.

Budget	
--------	--

Enter the budget request below (eligible costs can be found in the Funding Overview document). Ensure budget total is not more than amount in Award Chart (last tab).

	Admin (15%)	Operations	Hotel Leasing	Rent for Rapid Re-Housing	Total
<i>Applicant Name</i>					
					\$ -
<i>Subgrantee Name(s)</i>					
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -

This cell will turn red if the admin cap is exceeded → #DIV/0!

Certification

Lead Grantee Applicant - Executive Signature

I certify that the information presented in this application is true and correct to the best of my knowledge and agree to the funding requirements and guidelines. I authorize the submission to the Department of Commerce for consideration of funding as the Lead Grantee.

Organization Name:

Executive Name:

Title:

Date:

Signature

Award Chart



Hotel Leasing and Rapid Re-Housing funding July 1, 2021 - June 30, 2023

County	Maximum award amount
Adams	\$ 64,602
Asotin	\$ 96,134
Benton	\$ 1,051,854
Chelan	\$ 463,448
Clallam	\$ 392,360
Clark	\$ 2,977,495
Columbia	\$ 21,243
Cowlitz	\$ 646,614
Douglas	\$ 228,493
Ferry	\$ 40,318
Franklin	\$ 411,062
Garfield	\$ 12,699
Grant	\$ 419,151
Grays Harbor	\$ 446,495
Island	\$ 567,720
Jefferson	\$ 205,820
King	\$ 10,838,348
Kitsap	\$ 1,563,233
Kittitas	\$ 342,385
Klickitat	\$ 132,951
Lewis	\$ 456,644
Lincoln	\$ 70,930
Mason	\$ 469,446
Okanogan	\$ 204,846
Pacific	\$ 160,795
Pend Oreille	\$ 93,562
Pierce	\$ 5,118,537
San Juan	\$ 148,859
Skagit	\$ 723,571
Skamania	\$ 78,026
Snohomish	\$ 4,635,151
Spokane	\$ 2,729,816
Stevens	\$ 301,005
Thurston	\$ 1,633,401
Wahkiakum	\$ 28,422
Walla Walla	\$ 51,870
Whatcom	\$ 1,206,042
Whitman	\$ 139,322
Yakima	\$ 827,332



Hotel Leasing and Rapid Re-Housing Funding Overview

The Department of Commerce (Commerce) is making available \$40 million of state document recording fee funds to pay for the leasing of hotel and motel rooms (whole buildings or individual rooms), repair of damages beyond regular wear and tear to hotel and motel rooms, rent assistance for people experiencing homelessness (rapid re-housing), outreach associated with bringing people into housing, and associated operating, services and administrative costs. Funds supporting these activities must be operationalized by January 2022 and are available for expenses incurred July 1, 2021 through June 30, 2023. These funds will be incorporated into existing or new Consolidated Homeless Grants (CHG) and System Demonstration Grants (SDG).

CHG Guidelines: <https://deptofcommerce.app.box.com/s/4d1ilui45uqljmhseufez4flxqv1q6b>

SDG Guidelines: <https://deptofcommerce.app.box.com/s/9z5u4yiy7w1d19wrch6mhkeedt0o0h08>

Note: the Temporary Changes and Suspensions for Coordinated Entry, Performance and Consolidated Homeless Grant funds due to COVID-19 Response are still in effect: <https://www.commerce.wa.gov/wp-content/uploads/2020/11/hau-ce-performance-chg-temporary-changes-v6.pdf>

Eligible Housing Interventions

- Hotel leasing: Emergency Shelter - Continuous-stay Shelter (defined in CHG guidelines, section 3.1.1.2, or SDG guidelines, section 4.1.1.2)
- Rent assistance for people experiencing homelessness: Rapid Re-housing (defined in CHG guidelines, section 3.2.2, or SDG guidelines, section 4.2.2)

Eligible Costs

- Admin-15% (defined in CHG guidelines, section 5.4, or SDG guidelines, section 6.4)
- Operations, including services and outreach (defined in CHG guidelines, section 5.3, or SDG guidelines, section 6.3)
- Hotel Leasing, including repair of damages beyond regular wear and tear to hotel and motel rooms (defined in Facility Support Lease Payments and Other Facility Costs as applicable in the CHG guidelines, section 5.2.1 and 5.2.2, or SDG guidelines, section 6.2.1 and 6.2.2)
- Rent Payments and Other Housing Costs for Rapid Re-housing (defined in CHG guidelines, section 5.1, or SDG guidelines, section 6.1)

Eligible Households

- Homeless housing status (defined in CHG guidelines, section 4.3.1, or SDG guidelines, section 5.3.1). Households entering emergency shelter are exempt from housing status requirements (defined in CHG guidelines, section 4.4, SDG guidelines, section 5.4).
- Income verification is not required at program entry. After the first 90 days of program participation income must be certified at or below 30 percent of area median income (defined in CHG guidelines, section 4.5 and 9.5 appendix E, or SDG guidelines, section 5.5 and 11 appendix B).

Data Reporting

In order to speed implementation, initial reporting is limited to monthly reports submitted with CHG or SDG invoices, identifying the number of units rented and number of households served. HMIS reporting will be required in January 2022 for units and households served from that time forward.

Application

Applications will be accepted any time through December 31, 2021 for non-competitive applicants (those counties have received their applications).

Applications for the competitive process are due October 15, 2021 by 5:00pm PST. Applicants must operate in Asotin, Columbia, Ferry, Garfield, Jefferson, Kittitas, Klickitat, Lincoln, Okanogan, Pend Oreille, San Juan, Skamania, Stevens, or Whitman counties. The competitive application can be found here:

<https://deptofcommerce.app.box.com/s/ejry277s21jmz01sycxcgd2pv2kthrp3>

Award Chart

Available funds were awarded proportionally based on the amount of state document recording fee revenue generated in each county during the last fiscal year. The Award Chart can be found in the application. The amount found on the chart is the maximum amount that can be requested.

Awards will be added as separate line-items to existing CHG/SDG contracts or new contracts with non CHG lead grantee county governments.

Program Contact:

Jessica Simon

Jessica.Simon@commerce.wa.gov

Sarah Harrison

Sarah.Harrison@commerce.wa.gov



Website:

Application, including award chart, and this overview can be found at:

<https://deptofcommerce.app.box.com/s/ejry277s21jmz01sycxcgd2pv2kthrp3>



AGENDA ITEM SUMMARY

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

5
12/13/21

Department: Prosecuting Attorney's Office

WORK SESSION ☒ **Meeting Date:** **12/13/2021**

REGULAR AGENDA ☐ **Meeting Date:**

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

In October 2020, the court appointed Clallam County as the receiver for the Bullman Beach Water System. The Court tasked the county with bringing the system into compliance with state laws.

Over the past year, Health and Human Services, the Roads/Public Works Department, Finance, and the Prosecuting Attorney's Office have worked with the residents of Bullman Beach and State Office of Drinking Water to develop a plan for the system. The plan that was developed includes building a bag filtration system at Bullman Beach and working with the residents to build management capacity and technical expertise.

The plan for the system was presented to the Court in October and the Court approved the plan. Now that the plan has been approved by the Court, the various county Departments need to move toward implementation of the plan. The purpose of today's discussion is to provide an update to the BOCC relating to the legal, financial, and technical aspects of this project.

Specific discussion items include:

1. Review of Court Documents
2. Proposed timelines for permitting, designing, and building the filtration system
3. Proposed long term and short term funding for the project
4. Proposed future management of the system

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

The exact budgetary impact of the proposed action is unknown at this time. The cost of the system will be paid by the Bullman Beach ratepayers, however, some upfront costs may need to be borne by the County. Grant funding is being sought to defray the costs.

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

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

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

No formal action is required at this time. The Board will be asked to provide feedback on the proposed plan for the Bullman Beach Water System.

County Official signature & print name: Elizabeth Stanley 

Name of Employee/Stakeholder attending meeting: Kevin LoPiccolo, Elizabeth Stanley, Ross Tyler, Mark Lane

Relevant Departments: HHS, PAO, Roads/Public Works, Finance

Date submitted: 12/8/2021

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

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



FILED
CLALLAM CO CLERK

2021 OCT 26 P 2:50

NIKKI BOTNEN

STATE OF WASHINGTON
CLALLAM COUNTY SUPERIOR COURT

WASHINGTON STATE DEPARTMENT
OF HEALTH,

Petitioner,

v.

BULLMAN BEACH WATER DISTRICT,
Owner, BULLMAN BEACH WATER
SYSTEM,

Respondent.

NO. 20-2-00338-05

PETITIONER AND RECEIVER'S
AGREED ORDER TO APPROVE
DISPOSITION PLAN AND
CONTINUE RECEIVERSHIP

This Court entered an Order on October 9, 2020, appointing Clallam County as the Receiver of the Bullman Beach Water System and directing the Department of Health to work with Clallam County to develop a plan for disposition of the System as required by RCW 43.70.195.

The Petitioner and the Receiver, Clallam County, have developed an implementation plan and submitted it to this Court for its review. The Court has reviewed the report and plan and orders as follows:

///

///

///

Certification: I Certify that the electronic copy is a true and correct copy of the original, on the date filed in this office, and was taken under the Clerk's direction and control.
Clallam County Clerk, by *[Signature]* Deputy #pages: *3*

25 *[Signature]*

ORDER

1. The implementation plan created by the parties is approved.
2. The receiver will begin to implement the plan.
3. The term of receivership will continue until the construction of the bag filtration system is complete and the Bullman Beach Water System has met the requirements outlined in the implementation plan.
4. The parties will report back to the Court on the status not later than October 14, 2022.

DATED this 26th day of October, 2021.

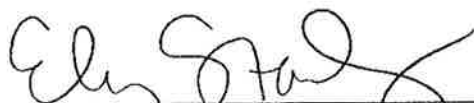

JUDGE Simon Barnhart

Presented by:

ROBERT FERGUSON
Attorney General


LISA D. KELLEY, WSBA #21240
Assistant Attorney General

Attorneys for Petitioner
Washington State Department of Health
(360) 586-7879


ELIZABETH STANLEY, WSBA #51061
Chief Civil Deputy Prosecuting Attorney
Attorney for Clallam County



FILED
CLALLAM CO CLERK

2021 OCT 26 A 11:48

NIKKI BOTNEN



Record Certification: I Certify that the electronic copy is a correct copy of the original, on the date filed in this office, and was taken under the Clerk's direction and control.
Clallam County Clerk, by ALB Deputy #pages: 4

STATE OF WASHINGTON
CLALLAM COUNTY SUPERIOR COURT

WASHINGTON STATE DEPARTMENT
OF HEALTH,

Petitioner,

v.

BULLMAN BEACH WATER DISTRICT,
Owner, BULLMAN BEACH WATER
SYSTEM,

Respondent.

NO. 20-2-00338-05

PETITIONER AND RECEIVER'S
JOINT REPORT AND MOTION TO
APPROVE DISPOSITION PLAN AND
TO CONTINUE RECEIVERSHIP

This Court entered an Order on October 9, 2020, appointing Clallam County as the Receiver of the Bullman Beach Water System and directing the Department of Health to work with Clallam County to develop a plan for disposition of the System as required by RCW 43.70.195.

The Order on October 9, 2020, directed the Receiver to file a Report not later than twelve months from the entry of the order. The Petitioner and the Receiver file this report jointly and ask this court to approve their plan for disposition of the System, and to continue the term of the receivership.

///

///

PET'R AND RCVR'S JOINT REPORT
AND MOTION TO APPROVE
DISPOSITION PLAN AND TO
CONTINUE RECEIVERSHIP

1

ATTORNEY GENERAL OF WASHINGTON
Agriculture & Health Division
7141 Cleanwater Drive SW
PO Box 40109
Olympia, WA 98504-0109
(360) 586-6500

1 **I. JOINT REPORT& PLAN FOR DISPOSITION**

2 Bullman Beach Water System is a Group A public water system subject to the
3 requirements of RCW 70A.120 and WAC 246-290. In order to ensure public health and safety,
4 Clallam County was appointed as receiver of the public water system on October 9, 2020.

5 The Department and the County have developed a plan for disposition as required by
6 RCW 43.70.195(6).

7 As part of the plan, the County will accept bids for the design and building of a bag
8 filtration system to serve the community. A bag filtration system removes pathogens from water
9 and disinfection inactivates the viruses. The two treatments work together to make the water
10 safe to drink.

11 While the bag filtration system is being built, the Bullman Beach Water System users
12 will complete certain requirements to take back the system. Group A public water systems are
13 subject to complex monitoring, reporting, and notification requirements. In addition to ensuring
14 compliance with these complex requirements, the Bullman Beach Water System will also need
15 to:

- 16 • Create bylaws
17 • Elect officers
18 • Set sustainable rates
19 • Establish financial capability to assume liabilities
20 • Retain a certified water treatment plant operator

21 Clallam County officials met with the Bullman Beach Water System users in July of
22 2021, to explain these requirements. The Clallam County Board of Commissioners have
23 approved this disposition plan in concept and have expressed willingness to fund a portion of
24 the project to begin its design.

1 Both the Department of Health and Clallam County request the system remain in
2 receivership while the bag filtration system is built and the Bullman Beach Water System meets
3 requirements to regain ownership and management of the system.

4 The county will issue the Request for Professional Services once the judge approves the
5 disposition plan.

6 II. MOTION

7 Both the Petitioner and the Receiver move this court to approve the implementation plan
8 and to continue the receivership until the system is built and the Bullman Beach Water System
9 meets requirements to operate the system in compliance with RCW 70A.120
10 and WAC 246-290.

11 RCW 43.70.195 (6) states:

12 "After receiving the report, the court shall provide notice to interested parties
13 and conduct such hearings as are necessary. The court shall then order the parties
14 to implement one of the alternatives, or any combination thereof, for the
disposition of the system."

15 Attached to this Report is a proposed order asking the court to approve the plan and
16 continue the receivership; the Petitioner and the Receiver do not believe further hearings are
17 necessary in this matter.

18 DATED this 25th day of October, 2021.

19
20 ROBERT W. FERGUSON
Attorney General

21
22 
23 LISA D. KELLEY, WSBA #21240
24 Assistant Attorney General
25 Attorney for Washington State
26 Department of Health
(360) 586-7879



FILED
CLALLAM CO CLERK

2021 OCT 26 A 11:48

NIKKI BOTNEN



Record Certification: I Certify that the electronic copy is a correct copy of the original, on the date filed in this office, and was taken under the Clerk's direction and control.
Clallam County Clerk, by Alf Deputy #pages: 3

STATE OF WASHINGTON
CLALLAM COUNTY SUPERIOR COURT

WASHINGTON STATE DEPARTMENT
OF HEALTH,

Petitioner,

v.

BULLMAN BEACH WATER DISTRICT,
Owner, BULLMAN BEACH WATER
SYSTEM,

Respondent.

NO. 20-2-00338-05

DECLARATION OF LISA D.
KELLEY IN SUPPORT OF MOTION
TO APPROVE DISPOSITION PLAN
AND CONTINUE RECEIVERSHIP

I, LISA D. KELLEY, hereby declare under penalty of perjury under the laws of the state of Washington that the following is true and correct:

1. I am over the age of 18 years old and have personal knowledge about the matters stated in this declaration.

2. I am competent to testify as a witness.

3. I am employed as an Assistant Attorney General for the state of Washington.

I represent the Petitioner, Washington Department of Health Office of Drinking Water.

4. The Receiver, Clallam County, is represented by the Chief Civil Deputy in the Office of the Prosecuting Attorney, Elizabeth Stanley.

DECL. OF LISA D. KELLEY IN
SUPPORT OF MOTION TO
APPROVE DISPOSITION PLAN
AND CONTINUE RECEIVERSHIP

ATTORNEY GENERAL OF WASHINGTON
Agriculture & Health Division
7141 Cleanwater Drive SW
PO Box 40109
Olympia, WA 98504-0109
(360) 586-6500

22AL1

5. The Petitioner and the Receiver met on September 29, 2021, to discuss the disposition plan.

6. The disposition plan is complete and the parties are in agreement about the plan.

7. Neither the Petitioner nor the Receiver believe a further hearing is required.

SIGNED in Lacey, Washington on this 25th day of October 2021.

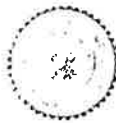
Lisa D. Kelley
LISA D. KELLEY
Assistant Attorney General



FILED
CLALLAM CO CLERK

2021 OCT 26 A 11:48

NIKKI BOTNEN



Record Certification: I Certify that the electronic copy is a
correct copy of the original, on the date filed in this office,
and was taken under the Clerk's direction and control.
Clallam County Clerk, by AH Deputy #pages: 4

STATE OF WASHINGTON
CLALLAM COUNTY SUPERIOR COURT

WASHINGTON STATE DEPARTMENT
OF HEALTH,

Petitioner,

v.

BULLMAN BEACH WATER
ASSOCIATION, Owner
BULLMAN BEACH WATER SYSTEM,

Respondent.

NO. 20-2-00338-05

DECLARATION OF JOCELYNE GRAY
IN SUPPORT OF PROPOSED
DISPOSITION PLAN

I, JOCELYNE GRAY, hereby declare under penalty of perjury under the laws of the
state of Washington that the following is true and correct:

1. I am and have been a citizen of the United States, over the age of 18 years old,
at all times mentioned hereinafter. I have personal knowledge regarding the matters stated
herein and am competent to testify as a witness.

2. I am employed as an Acting Assistant Regional Manager for the state of
Washington Department of Health (DOH) Office of Drinking Water. I have been with the
agency since December 2016. I have been the primary contact for the Bullman Beach Water
System (Water System) as the Engineer assigned to Clallam County.
Jester Purttman was the Regional Engineer prior to me from mid-2015 to late 2016. As part
of my duties, I work with others to implement the Drinking Water Program.

///

DECL. OF JOCELYNE GRAY IN SUPP.
OF PROPOSED DISPOSITION PLAN

ATTORNEY GENERAL OF WASHINGTON
Agriculture & Health Division
7141 Cleanwater Drive SW
PO Box 40109
Olympia, WA 98504-0109
360-586-6500

21 AH

1 3. Through the course of my job, I have become familiar with the Water System.
2 The Water System is owned by the Bullman Beach Water Association. It serves a population
3 of twenty (20) residential homes and is a "public water system" within the meaning of
4 RCW 70.119A.020(4) and RCW 70.119.020(8). The water supply for this system is a
5 fifteen-foot dug well (S01) approximately twenty-feet from Bullman Creek (S02) or pulled
6 directly from the creek.

7 4. This Court entered an order on October 9, 2020 placing the Bullman Beach
8 water system under a receiver and designated Clallam County to serve as the receiver.

9 5. The Department of Health, the petitioning agency, in conjunction with Clallam
10 County, has developed a plan for the disposition of the Bullman Beach water system.

11 6. On September 28, 2021, the Department of Health met with Clallam County to
12 outline the plan for disposition. In the meeting, the parties agreed the County's plan is to:

13 a. Build a bag filtration system and turn it back to the Bullman Beach Water
14 Association, with certain conditions. The Association must:

15 1) Establish an acceptable legal entity to manage the water system;

16 2) Secure a Level 1 water treatment plant operator;

17 3) Establish rates reasonably sufficient to sustain the water system.

18 7. Bullman Beach may obtain assistance in this effort which includes, but is not
19 necessarily limited to:

20 a. Technical assistance from DOH;

21 b. Resources from the Small Communities Initiative to set up the organization with
22 issues related to governance;

23 c. Assistance from the Rural Community Assistance Corporation, a national
24 organization that provides technical assistance to rural communities dealing with drinking water
25 issues.

26 ///

1 8. DOH agrees that it may be possible to expand the system to new connections, but
2 the system is currently limited to 22 connections so an amendment to system plan would be
3 necessary.

4 9. The Department is willing and available to work with Clallam County and the
5 Bullman Beach Water Association to assist with implementing this disposition plan.

6 10. The Department believes this disposition plan will protect the public health and
7 conserve and protect the water resources of the state.

8 11. The Department of Health approves of the disposition plan as outlined above.

9 12. Once the disposition plan is approved by this Court, Clallam County will begin
10 to obtain bids for a design services contract.

11 13. While the construction of the system is underway and the requirements to return
12 the system to Bullman Beach are being met, the Department of Health recommends the system
13 remain in receivership. A reasonable estimate to complete the construction and to have the
14 Bullman Beach system ready to operate is approximately two years.

15 SIGNED in Shelton, Washington on this first day of October, 2021.

16
17
18 
19

20 JOCELYNE GRAY, P.E.
21 Acting Assistant Regional Manager
22 Washington State Department of Health
23 Office of Drinking Water
24 Southwest Regional Office
25
26



FILED
CLALLAM CO CLERK

2021 OCT 26 A 11:49

NIKKI BOTNEN



Record Certification: I Certify that the electronic copy is a
correct copy of the original, on the date filed in this office,
and was taken under the Clerk's direction and control.
Clallam County Clerk, by AD Deputy #pages: 4

STATE OF WASHINGTON
CLALLAM COUNTY SUPERIOR COURT

WASHINGTON STATE DEPARTMENT
OF HEALTH,

Petitioner,

v.

BULLMAN BEACH WATER
ASSOCIATION, Owner
BULLMAN BEACH WATER SYSTEM,

Respondent.

NO. 20-2-00338-05

DECLARATION OF KEVIN
LOPICCOLO IN SUPPORT OF
PROPOSED DISPOSITION PLAN

I, KEVIN LOPICCOLO, hereby declare under penalty of perjury under the laws of the
state of Washington that the following is true and correct:

1. I am and have been a citizen of the United States, over the age of 18 years old, at all
times mentioned hereinafter. I have personal knowledge regarding the matters stated herein
and am competent to testify as a witness.

2. I am employed as the Director of Health and Human Services for Clallam County. I
have worked for Clallam County since January, 2014. I worked in the Department of
Community Development until February, 2020. In February, 2020 I began working as Deputy
Director of Health and Human Services. I was interim Health and Human Services Director
from August, 2020 and then promoted to my current position in August, 2021.

3. Through the course of my job, I have become familiar with the water system owned by
the Bullman Beach Water Association.

DECL. OF KEVIN LOPICCOLO IN SUPP.
OF PROPOSED DISPOSITION PLAN

ATTORNEY GENERAL OF WASHINGTON
Agriculture & Health Division
7141 Cleanwater Drive SW
PO Box 40109
Olympia, WA 98504-0109
360-586-6500

1 4. After the Court issued a receivership order for the Water System in October 2020, the
2 County assembled an interdepartmental team to develop a plan for the disposition of the
3 system. The County does not manage any other water systems and does not have a Department
4 with expertise in this area.

5 5. I was appointed as project manager for the Bullman Beach Receivership.

6 6. The County coordinated with the State Department of Health and with the Bullman
7 Beach residents and considered several possible options to bring the water system into
8 compliance. These options considered included shutting down the water system, installing a
9 sand filtration system, and installing a bag filtration system.

10 7. The County has communicated with residents by mailing information to all residents
11 with their monthly water bills. The County also met with residents on July 22, 2021, via zoom.

12 8. Shutting down the system was rejected as a possible option for the system. It was
13 rejected because residents of Bullman Beach want to have potable water available for their
14 homes for myriad reasons.

15 9. Installing a sand filtration system would cost approximately \$515,000. A sand filtration
16 system would provide clean water to the Bullman Beach residents. However, this option was
17 considered prohibitively expensive.

18 10. The County believes that a bag filtration system is the best option for the future of the
19 Bullman Beach Water Association. This option was presented to both the State DOH-ODW
20 and to the residents of Bullman Beach.

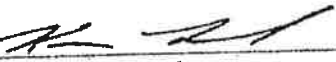
21 11. An estimate for a bag filtration system was obtained by BBWA in November, 2019.
22 The estimated cost at that time was approximately \$90,000.

23 12. If the Court approves the propose disposition plan, the County will contract to have a
24 bag filtration system designed and build for Bullman Beach.

25 13. To the extent available, the County will seek grants and other funds to cover the cost of
26 design and construction.

1 14. To the extent the cost of the bag filtration system is not covered by grants and other
2 outside funding, the cost of the system will be incorporated into the water rates for Bullman
3 Beach residents.

4 Signed in Port Angeles, Washington on this 26th day of October, 2021.

5
6 
7 Kevin LoPiccolo
8 Director of Health and Human Services
9 Clallam County
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

PROOF OF SERVICE

I, MONICA R. WUSSTIG, certify that I caused a copy of *Declaration Of Kevin Lopiccolo In Support Of Proposed Disposition Plan* to be served on the party listed below on the date below as follows:

BULLMAN BEACH PUBLIC WATER SYSTEM
1562 HWY 112
SEKIU, WA 98381

☒ US Mail Postage

MARY ANN LOVIK
PO BOX 332
NEAH BAY, WA 98357

☒ US Mail Postage

TOM BURLINGAME
PO BOX 181
NEAH BAY, WA 98357

☒ US Mail Postage

MAUREEN MCELRAVY
1411 HWY 112
SEKIU, WA 98381

☒ US Mail Postage

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

DATED this 26th day of October, 2021, at Olympia, Washington.

Monica R. Wusstig

MONICA R. WUSSTIG
Legal Assistant



AGENDA ITEM SUMMARY

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

6
12/13/21

Department: DCD

/Pw

WORK SESSION

☒ Meeting Date: 12-13-21

REGULAR AGENDA

☒ Meeting Date: 12-21-21

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary: Clallam County with assistance from the Washington Water Trust and Anchor QEA is applying for a US Bureau of Reclamation WaterSMART grant to provide construction costs to upgrade the Highland Irrigation District's head gate, fish screen, flow control structure, and conveyance to the proposed Dungeness Off-channel Reservoir on River Road in the Sequim area. WaterSMART funding supports projects focused on environmental benefits that have been developed as part of a collaborative process to increase the reliability of water resources. Supported projects must align with tackling climate change.

One of the requirements of the application is a resolution that provides support for the project and commits the applicant to the financial and legal obligations associated with receipt of a financial assistance award under this grant. A draft resolution is attached.

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 required at this time.

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

Please review the resolution of support, edit, and then sign the resolution for the application to the US Bureau of Reclamation WaterSMART Grant program.

County Official signature & print name:

Mary Peterson
Mary Peterson, for Ross Tyler
Carol L. Creasey

Name of Employee/Stakeholder attending meeting: _____

Relevant Departments: _____ Public Works _____

Date submitted: 12-8-21

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

Agenda Item Summary WaterSMART Resolution (12-13-21)

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

Revised: 3-04-2019

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



RESOLUTION _____, 2021

IN SUPPORT OF THE DUNGENESS RESERVOIR
IRRIGATION CONVEYANCE IMPROVEMENT PROJECT

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The Dungeness River watershed is water-short most years during the critical period in late summer when both agricultural irrigators and ESA-listed salmonids rely on adequate streamflow.
2. Reservoirs of water held in annual snowpack and ancient glaciers are decreasing over time, and extreme low-flow conditions on the River are becoming more frequent and exacerbated during drought years.
3. Clallam County is highly supportive of the reservoir and related project proposals and has prioritized them over all other flow restoration proposals as providing substantial and significant flow benefit.
4. Clallam County has been a party to discussions and has supported proposals for water storage via reservoirs and aquifer recharge for well over a decade.
5. Finding funding to implement the Dungeness Flow Restoration and Aquifer Recharge Off-Channel Reservoir is Clallam County's highest flow restoration priority because the project addresses all top recommendations for River Restoration and has multiple additional benefits.
6. Clallam County is a willing landowner, local stakeholders are mobilized, the reservoir has a great deal of popular support in the community, and the planning group is actively identifying models for local cost-share for the reservoir and future operations.
7. State funding secured from WA Ecology's Streamflow Restoration Competitive Grant program and any future funding secured for the Dungeness Off-Channel Reservoir project components will be used as match for construction of the Dungeness Reservoir Irrigation Conveyance Improvement Project and other aspects of the Dungeness Reservoir project.

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

1. Supports the Dungeness Reservoir Irrigation Conveyance Improvement project as it will provide water and fish saving benefits as an individual standalone project while also supporting the Dungeness Off-Channel Reservoir project which is the highest priority to implement flow restoration, water storage, and aquifer recharge because of its scale, location, cost/benefit and feasibility.

PASSED AND ADOPTED this twenty-first day of December, 2021.

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, Clear of the Board

Bill Peach



AGENDA ITEM SUMMARY

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

7
12/13/21

Department:

DCD

WORK SESSION



Meeting Date: 12/13/21

REGULAR AGENDA



Meeting Date: 12/21/21

Required originals approved and attached? ☒

Will be provided on:

Item summary:

☐ Call for Hearing

☒ Contract/Agreement/MOU - Contract # 334.21.006-1

☒ Resolution

☐ Proclamation

☐ Budget Item

☐ Draft Ordinance

☐ Final Ordinance

☐ Other

Documents exempt from public disclosure attached: ☐

Executive summary: PURPOSE: To amend the above-referenced agreement (SEANWS-2021-CICoCD-00006) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County (RECIPIENT) for the Clallam Marine Resources Committee Operations (PROJECT). The purpose of this amendment is to: 1) Revise the effective date of the agreement to July 1, 2021.

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

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:

Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Rebecca Paradis

Relevant Departments: DCD

Date submitted: 12/6/21

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

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



334-21-006-1

**AMENDMENT NO. 1
TO AGREEMENT NO. SEANWS-2021-CICoCD-00006
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
Clallam County**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Clallam County (RECIPIENT) for the Clallam Marine Resources Committee Operations (PROJECT).

The purpose of this amendment is to:

1) Revise the effective date of the agreement to July 1, 2021.

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

Effective Date:

Original: 10/01/2021 Amended: 07/01/2021

CHANGES TO THE BUDGET

Funding Distribution EG220114

Funding Title: MTCA-Marine Resources Committees 21-23

Funding Type: Grant

Funding Effective Date: 07/01/2021

Funding Expiration Date: 06/30/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund:

Type: State

Funding Source %: 100%

Description: To distribute equally among the seven Puget Sound Marine Resources Committees.

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 26.22%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? Yes

MTCA-Marine Resources Committees 21-23	Task Total
MRC Operations	\$ 98,000.00
2. Education and Outreach	\$ 25,000.00
3. Monitoring	\$ 7,000.00
4. Olympia oyster restoration	\$ 0.00

Total: \$ 130,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
MTCA-Marine Resources Committees 21-23	0 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
2021-22 Puget Sound Partnership/EPA	0 %	\$ 0.00	\$ 37,000.00	\$ 37,000.00
2022-23 Puget Sound Partnership/EPA	0 %	\$ 0.00	\$ 29,000.00	\$ 29,000.00
Total		\$ 0.00	\$ 196,000.00	\$ 196,000.00

AUTHORIZING SIGNATURES

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

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

This amendment will be effective 07/01/2021.

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

Washington State
Department of Ecology

Clallam County

By: _____

Joenne McGerr
Shorelands
Program Manager

Date

By: _____

Mark Ozias
Commissioner

Date

Template Approved to Form by
Attorney General's Office



AGENDA ITEM SUMMARY

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

8
12/10/21

Department:

OCD

WORK SESSION ☒ Meeting Date: 12.13.2021

REGULAR AGENDA ☒ Meeting Date: 12.21.2021

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

Item summary:

- | | |
|--|---|
| ☐ Call for Hearing | ☐ Contract/Agreement/MOU - Contract # 334.21.005 |
| ☐ Resolution | ☐ Proclamation ☐ Budget Item |
| ☐ Draft Ordinance
Floodplain Restoration | ☐ Final Ordinance ☒ Other: Change orders-Lower Dungeness |

Documents exempt from public disclosure attached: ☐

Executive summary:

Lower Dungeness Floodplain Restoration construction activities began in late summer. Change orders were written, and we anticipate that more will be written as the project proceeds. This agenda item contains two elements: 1. a question for the BOCC about its preference for approving change orders; and 2. the first change order from the project.

- 1. According to Policy 560, Section 4.5(b) notes that Clallam County Commissioners can authorize the County Administrator to approve change orders. Would BOCC find it useful to authorize the County Administrator to approve change orders for this project?**
- 2. Attached for BOCC review and approval is a change order for the Lower Dungeness floodplain restoration project. Restoration construction activities began in late summer. Scarsella Brothers is the construction contractor. Shannon and Wilson, Inc., provides engineering oversight. A change order was developed to account for changes in materials and in conditions at the site. The total value of the change order is a credit to Clallam County of \$1,927.72.**

Six items are included in the change order:

- 1. Culvert material change**
- 2. MSE (mechanically stabilized earth) wall endpoint location**
- 3. Towne and Anderson Road intersection revision**
- 4. Levee select borrow specification revision**
- 5. Beaver dam notching**
- 6. Additional gravel to bed 72" culvert**

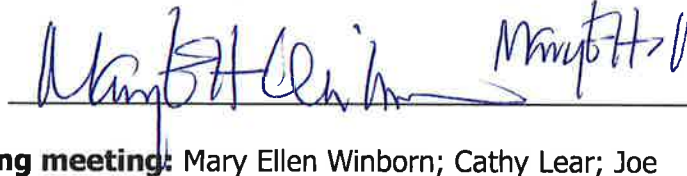
* Work Session Meeting - Submit 1 single sided/not stapled copy
** Regular Meeting - Submit 1 single sided/not stapled copy and originals (1 or 3 copies)

1. A 72" culvert made of the specified material was not available for several months. A modification was made in order to procure and install the culvert within the in-water work window. Cost increase, \$12,355.92
2. Culvert location was adjusted for conditions. The MSE wall which is built atop the culvert also needed adjustment to maintain stability. Cost increase, \$16,613.83
3. A change was made to allow for a temporary intersection alignment at the intersection of Towne and Anderson Roads. Cost increase, \$2,717.50
4. While still meeting shear strength and filter compatibility requirements, the specification for levee select borrow was changed to accommodate material in Blue Mountain Pit. Cost decrease, \$(46,899.50)
5. Beaver activity significantly altered hydrology in the work area, requiring a slow process of notching the beaver dams to return the area to its normal hydrology. Cost increase \$7,959.53
6. Additional gravel was required to be the 72" culvert (see #1). Cost increase, \$5,325.00

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.

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

County Official signature & print name:

 Mary Ellen Winborn

Name of Employee/Stakeholder attending meeting: Mary Ellen Winborn; Cathy Lear; Joe Donisi

Relevant Departments: DCD; Roads

Date submitted: 12.8.2021

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

**CLALLAM COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT
CHANGE ORDER SUMMARY AND CONTRACT VALUE CHANGE ESTIMATE**

Project Title: Lower Dungeness River Floodplain Restoration and Levee/Road Realignment Project / Phase 1 Earthwork Project Engineer Tyler Stephens, PE

Sheet 1 of 1 Date: 12/7/2021 CO Summary No. 01

☒ Order by Engineer under terms of Section 1-04.4 of Standard Specifications		To: <u>Mike Wilson</u>	
		Address: <u>Scarsella Brothers, Inc.</u>	
		<u>8404 South 196th Street</u>	
		<u>Kent, WA 98031</u>	
		Phone: <u>(253) 872-7173</u>	
		Fax No: <u>(253) 395-1209</u>	
Endorsed by: _____		Contract No.: <u>N/A</u>	
Contractor Firm Name _____		County Road No.: <u>N/A</u>	
Signature _____ Date _____		Federal Aid No.: <u>N/A</u>	
Title <u>N/A</u>			
Consent Given By Surety: (when required see Sec. 1-04.4)		Approval by <u>Tyler Stephens</u>	
By: _____		Date: <u>12/7/2021</u>	
Attorney-in-Fact _____ Date _____		Date Work Began: <u>8/31/2021</u>	

CHANGE ORDER SUMMARY

CHANGE ORDER

- 01 Change 72 in. culvert material to 10ga. (0.138 in.) Aluminized steel
- 02 Revise Towne Road MSE wall endpoints
- 03 Revise Towne Road/Anderson Road intersection grading
- 04 Road/Levee Select Borrow material gradation revision and credit
- 05 Beaver Dam Notching Force Account
- 06 Towne RD 72in Culvert Raise

Please see attached change order descriptions, justifications, quantities, affected bid items and contract value change estimates.

CHANGE ORDER NO.	DESCRIPTION	UNIT MEAS.	UNIT PRICE	ESTIMATED QUANTITY CHANGE	ESTIMATED AMOUNT CHANGE	ACCT CODE
01	Corrugated Aluminum Culvert Pipe, 0.075in (14ga), 72in Diam.	See Detail			\$ 12,355.92	
02	Towne Road MSE Wall Endpoint Modification	See Detail			\$ 16,613.83	
03	Towne Road/Anderson Road intersection grading modification	See Detail			\$ 2,717.50	
04	Special Provision 9-03.14(5) Road/Levee Select Borrow (Import) gradation revision and material credit	See Detail			\$ (46,899.50)	
05	Beaver Dam Notching Force Account	See Detail			\$ 7,959.53	
06	Towne Rd 72in Culvert Raise	See Detail			\$ 5,325.00	

TOTAL ESTIMATED CHANGE THIS SUMMARY \$ (1,927.72)

All work, materials, and measurement to be in accordance with the provision of the Standard Specifications and Special Provisions for the type of construction involved.

ORIGINAL CONTRACT AMOUNT	CHANGE IN WORKING DAYS	CURRENT CONTRACT AMOUNT	ESTIMATED NET CHANGE THIS ORDER	ESTIMATED CONTRACT TOTAL AFTER CHANGE
\$5,529,123.55	0	\$5,529,123.55	\$ (1,927.72)	\$5,527,195.83
APPROVAL RECOMMENDED		APPROVAL		
Project Engineer _____ Date _____		Clallam County _____ Date _____		

TO: Cathy Lear, Joe Donisi (Clallam County)
Dave Cline (HDR)

DATE: December 7, 2021

PROJECT: LDRC-P1

PROJ. #: Clallam Cty 2021-049

SUBJECT: Change Order 01 - 72 inch culvert material change

CHANGE ORDER DESCRIPTION

This change order covers a change in culvert material from corrugated Aluminum Culvert Pipe 0.075in (14gauge) 72in diameter to 0.138in (10ga) Aluminized steel culvert pipe. Pricing includes 12% markup for overhead and profit. All work, materials except culvert pipe, and measurement are to be in accordance with the provisions of the Standard Specifications and Special Provisions for the type of construction involved.

REASON FOR CHANGE

The specified 72-inch culvert would have taken too long to procure, putting culvert construction at risk of missing the permitted in-water work window. The material change from 14 gauge aluminum culvert to 10 gauge aluminized steel culvert addresses corrosion concerns for the different material and allows for expedited procurement and was therefore authorized.

AFFECTED BID ITEMS AND TOTAL ADDITIONAL COST

Bid Item No	Unit	\$/Unit	Quantity	Cost
			Added	
32 Corrugated Aluminum Culvert Pipe 0.075in, 72in diam.	LS			\$ 12,355.92
TOTAL ADDITIONAL COST				\$ 12,355.92

14 gauge Aluminum Culvert Cost (original)	\$ 13,452.11
10 gauge Aluminized Steel Culvert Cost	\$ 24,484.18
Cost Increase	\$ 11,032.07
12% Markup	\$ 1,323.85
TOTAL ADDITIONAL COST	\$ 12,355.92

**Project: Lower Dungeness River floodplain restoration and levee/road
realignment - Phase 1 earthwork**

Job Location: Clallam Bay
Bid Date: 07/27/2021
Bid Time: 10:00AM
Quoted By: Jacob Hadlock
Engineer:
Addendum: 2.00

Job Notes:

Note: Currently ALL Import iron products are quoted at today's market price, please contact your Salesmen to discuss any projects with long term needs for duration of quote.

****Note:** our given quote reflects the potential us tariff on all Chinese goods effective 5/13/2019, any questions on this please contact your salesman. Also due to the volatility of the steel and stainless-steel market, pricing is valid for five (5) days only from the date shown on this estimate.**

****Note:** Materials and the quantities have been rounded up to full lengths/rolls/units, etc. Quantities listed might not reflect those shown on the bid form, contractor is to adjust his estimate accordingly.**

****Note:** Bid Items Connect to Drainage Structure. In some cases, the type and size of existing pipe is not shown on the plans we are assuming that the existing pipe is ADS and have included materials for that application. Contractor to verify prior to ordering.**

****Note:** Due to the volatility of the steel and stainless-steel market, pricing is valid for five (5) days only from the date shown on this estimate.**

****Note:** Due to the extreme volatility of raw materials, energy and transportation costs, ductile iron pipe has been quoted with 30/30 terms (30 days to place order). Consequently, pricing will be held firm for a period of thirty (30) days from the date shown on this estimate. Orders placed after thirty (30) days will be subject to current market pricing in effect at the time of order.**

****Note:** Due to the volatility of the plastic resin and pipe market price and availability of plastic pipe will be determined at time of purchase and is subject to change without notice. This quote is not a contract to supply material or a guarantee of product or availability.**

****Note:** HDPE Resin manufacturers have declared Force Majeure due to recent Storms in the Texas area. Due to that HDPE pricing is good for 7 days after bid date, subject to manufacturers ability to produce product at time of order.**

****Note:** ALL PRICES QUOTED FOR PVC ARE FOR ESTIMATION ONLY. PRICES QUOTED FOR PVC PRODUCTS WILL BE VALID FOR 7 DAYS FROM THE DATE OF THIS QUOTATION WITH BUYER TO TAKE DELIVERY OF DIRECT SHIPMENT FROM THE MANUFACTURER WITHIN 30 DAYS OF QUOTATION, AND ARE SUBJECT TO AVAILABILITY OF PRODUCTS. ALL QUOTATIONS FOR PVC OUTSIDE OF THE STATED TERMS ARE SUBJECT TO REQUOTING. THIS QUOTATION DOES NOT CONSTITUTE A BINDING AGREEMENT AND THE PRICING OFFERED SHALL BE BINDING ONLY UPON ISSUANCE OF A PURCHASE ORDER BY BUYER AND ACCEPTANCE IN WRITING BY SELLER.**

Lower Dungeness River floodplain restoration and levee/road realignment - Phase 1 earthwork

Qty	UM	Description / Comments	Bid Price	Ext Price
Base Bid				
Bid Item 07 - EROSION CONTROL AND WATER POLLUTION PREVENTION				
1,500	SY	Non Woven 801 15X300 BLK DOM *Z	\$1.00	\$1,500.00
Bid Item 07 - EROSION CONTROL AND WATER POLLUTION PREVENTION:				<u>\$1,500.00</u>
Bid Item 08 - HIGH-VISIBILITY SILT FENCE				
156	EA	60X100 SILT FENCE With 36 WIRE Orange	\$58.48	\$9,122.88
2,652	EA	5 FT Post	\$4.00	\$10,608.00
Bid Item 08 - HIGH-VISIBILITY SILT FENCE:				<u>\$19,730.88</u>
Bid Item 32 - CORRUGATED ALUMINUM CULVERT PIPE 0.075IN, 72IN DIA				
1	EA	CORRUGATED ALUMINUM CULVERT PIPE 0.075IN, 72IN DIAM. CORLIX PIPE 3 x 1 LS 14GA 72" - Length : 58, Notes for Quote : (2) - 20's (1) - 18'1.00 CSP BD 10-C RVTD ALUM 16GA 72" 2PC 2.00 2.00 BAND ACC FLAT GASKET 72" 24"WIDE	\$13,452.11	\$13,452.11
Bid Item 32 - CORRUGATED ALUMINUM CULVERT PIPE 0.075IN, 72IN DIA:				<u>\$13,452.11</u>
Bid Item 33 - CORRUGATED POLYETHYLENE PIPE (CPE) 36 IN. DIAM				
100	FT	36 X 20 AASHTO Watertight HDPE Pipe Bell End	\$75.64	\$7,564.00
Bid Item 33 - CORRUGATED POLYETHYLENE PIPE (CPE) 36 IN. DIAM:				<u>\$7,564.00</u>
Base Bid:				<u>\$42,246.99</u>
Grand Total:				<u>\$42,246.99</u>

Quoted prices are based upon receipt of the total quantity for immediate shipment (48) hours. SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT THE TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE. CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

- 1 NO TAXES INCLUDED
- 2 PER FERGUSON'S STANDARD TERMS AND CONDITIONS
- 3 PRICES IN EFFECT AT TIME OF SHIPMENT
- 4 DUE TO THE VOLATILITY OF THE COPPER PIPE AND PVC/RESIN MARKET
ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. PRICES MAY BE
REQUTED AT TIME OF PURCHASE
- 6 ALL BURY DEPTH LENGTHS ARE ESTIMATES, CONTRACTOR TO FIELD
VERIFY
- 7 THIS QUOTATION IS OUR INTERPRETATION OF THE PLANS AND SPECIFICATIONS WE HIGHLY RECOMMEND
THAT THE CONTRACTOR PERFORM HIS/HER OWN TAKEOFF OF ITEMS AND QUANTITIES FOR THE ABOVE
PROJECT, WE ALSO RECOMMEND THE CONTRACTOR CONFIRM THE MATERIAL LIST PRIOR TO ORDERING
MATERIAL FOR PROJECT.
- 8 ALL SPECIAL-ORDER ITEMS MAY NOT BE CANCELED AFTER RECEIPT OF
ORDER
- 9 THIS IS NOT A GUARANTEED LIST OF MATERIALS
- 10 MATERIAL ORDER IS BASED UPON RECEIPT OF APPROVED SUBMITTALS
- 11 MATERIAL ORDER IS BASED UPON CUSTOMER APPROVAL
- 12 ALL DI PIPE, SPOOLS AND FITTINGS ARE QUOTED AS CL153-CL/BIT COATED
- 13 ALL ITEMS ARE SUBJECT TO FACTORY RETURN TERMS



**Lower Dungeness River floodplain
restoration and levee/road realignment
- Phase 1 earthwork**

Qty	UM	Description / Comments	Bid Price	Ext Price
14 CUSTOMERS TO VERIFY ALL SPOOL AND NIPPLE LENGTHS PRIOR TO ORDERING				

Job Terms:



FEL - SILVERDALE WW #1604
11650 CLEARCREEK RD NW
SILVERDALE, WA 98383-0000

Phone: 360-697-1510
Fax: 360-698-4729

Deliver To: 75931
From: Pandora Hope
Comments:

15:50:16 AUG 16 2021

Page 1 of 2

FERGUSON WATERWORKS #3011

Price Quotation
Phone: 360-697-1510
Fax: 360-698-4729

Bid No: B400787
Bid Date: 08/16/21
Quoted By: PIH

Cust Phone: 253-872-7173
Terms: NET 10TH PROX

Customer: SCARSELLA BROS INC
PO BOX 68697
SEATTLE, WA 98168-0697

Ship To: SCARSELLA BROS INC
PO BOX 68697
SEATTLE, WA 98168-0697

Cust PO#: 72" 10GA CULVERT

Job Name: LOWER DUNGENESS RIVE

Item	Description	Quantity	Net Price	UM	Total
COMPARISON FOR 72" ALMZ CULVERT PIPE 10GA VS 14GA					
SP-C72CMP10GA	72" 10GA CMP CULVERT PIPE	58	325.600	FT	18884.80
SP-CMPDMPBND72	72 CMP DIMPLE BAND	2	732.000	EA	1464.00
SP-CMPDMPLBNDGSK7	72 DIMPLE BAND FLAT GASKET	2	240.000	EA	480.00
L151796	FREIGHT CHARGE	1	3655.380	EA	3655.38
	SUBTOTAL				24484.18

SP-CA14GAP72	72 14GA TYPE 2 ALMZ CMP	58	240.100	FT	13925.80
SP-CMPDMPBND72	72 CMP DIMPLE BAND	2	480.190	EA	960.38
SP-CMPDMPLBNDGSK7	72 DIMPLE BAND FLAT GASKET	2	240.000	EA	480.00
L151796	FREIGHT CHARGE	1	3655.380	EA	3655.38
	SUBTOTAL				19021.56

CURRENT LEAD TIME: 10-14 DAYS TO SHIP					

Net Total: \$43505.74
Tax: \$0.00
Freight: \$0.00
Total: \$43505.74



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3156&on=74892>

FERGUSON WATERWORKS #3011
Price Quotation

Fax: 360-698-4729

15:50:16 AUG 16 2021

Reference No: B400787

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3156&on=74892>

TO: Cathy Lear, Joe Donisi (Clallam County)
Dave Cline (HDR)

DATE: November 16, 2021

PROJECT: LDRC-P1

PROJ. #: Clallam Cty 2021-049

SUBJECT: Change Order 02 - Towne Road MSE Wall Endpoint Revision

CHANGE ORDER DESCRIPTION

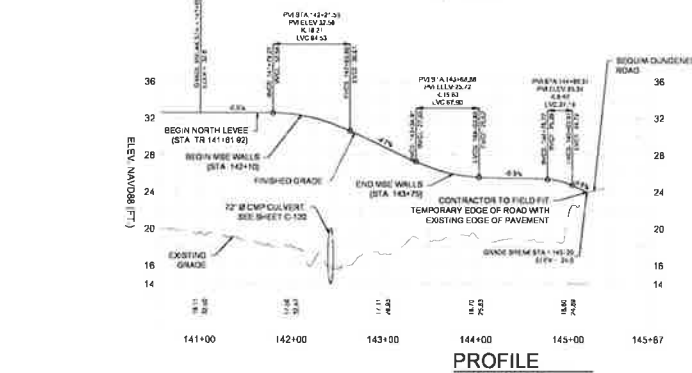
The south extent of the Towne Road MSE wall was adjusted to be 10 feet south of the design location, increasing the total MSE wall quantities.

REASON FOR CHANGE

The 72-inch culvert design location was north of the Meadowbrook Creek tributary channel location. The culvert was moved south to the channel location, which placed it closer to the MSE wall end points. To maintain the minimum length of MSE wall south of the culvert, as needed for wall stability, the endpoints were moved south.

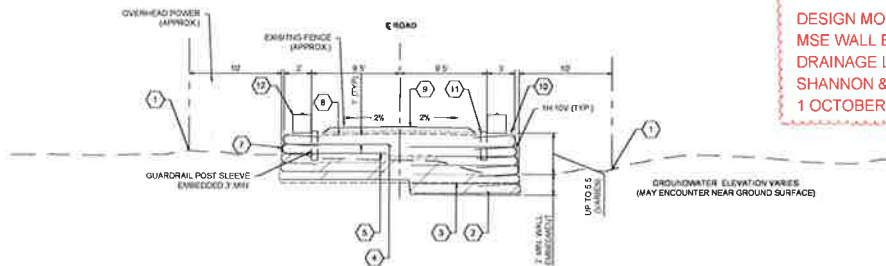
1 CONSTRUCTION LIMIT

- CONSTRUCTION NOTES:



1648 Saved by WWP on Jul 8, 2011 8:43 AM File 151721-1 SEAN7900W1038 DUNDEE TBC4DB18Feed ServPhase 1 - Cathodic & Temp. PipingDBFeed21-1 (13990-118).doc

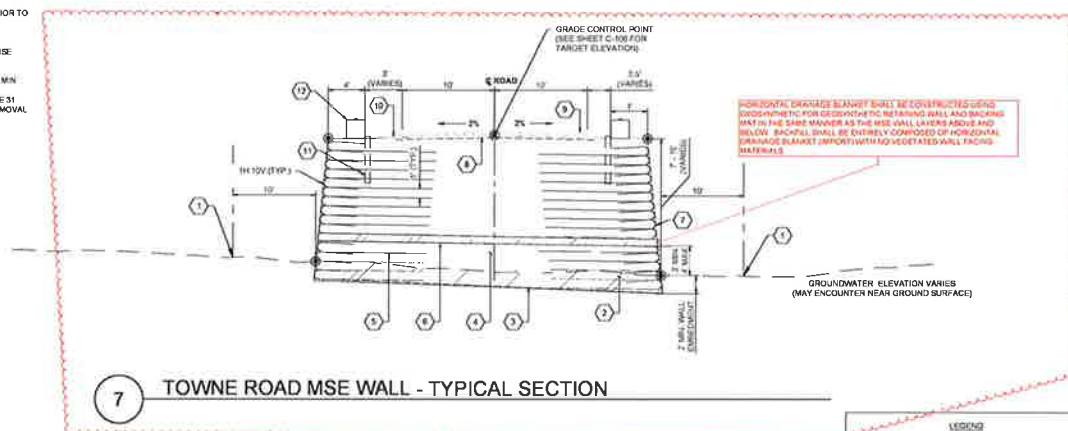
- 1 MSE WALL SHALL BE EMBEDDED 2 FEET MINIMUM BELOW ADJACENT FINISHED GRADE
- 2 MSE WALL REINFORCEMENT LENGTH SHALL BE IN ACCORDANCE WITH WSOT STANDARD PLAN D-3-09-00 TYPE 1, AND NOT LESS THAN 11 FEET
- 3 MSE WALL REINFORCEMENT STRENGTH SHALL BE IN ACCORDANCE WITH WSOT STANDARD PLAN D-3-09-00 TYPE 1, AND THE PROJECT SPECIFICATIONS
- 4 CONSTRUCTION GEOSYNTHETIC FOR BASE REINFORCEMENT STRENGTH SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS



DESIGN MODIFICATION 006
MSE WALL ENDPOINT STATION &
DRAINAGE LAYER MSE WRAP
SHANNON & WILSON, INC.
1 OCTOBER 2021

1. PLACE A MINIMUM OF 3 INCHES OF GRAVEL BORROW FOR STRUCTURAL EARTH WALL BETWEEN OVERLAPPING CONSTRUCTION GEOSYNTHETIC FOR RETAINING RETAINING WALLS. A MINIMUM OF 3 INCHES AND A MAXIMUM OF 8 INCHES OF GRAVEL BORROW FOR STRUCTURAL EARTH WALL BETWEEN THE CONSTRUCTION GEOSYNTHETIC FOR BASE REINFORCEMENT AND THE CONSTRUCTION GEOSYNTHETIC FOR GEOSYNTHETIC RETAINING WALL.
2. CONTRACTOR SHALL CUT A HOLE IN REINFORCEMENT EMBLEM AND OR EMBLEM FOR THE PLACEMENT OF GUARDRAIL POSTS OR POST SLEEVES FOR EACH REINFORCEMENT LAYER. CUT HOLES FOR GUARDRAIL POSTS OR POST SLEEVES SHALL BE PLACED BEFORE AND RETAIL STABILIZATION AND BACKFILLING. MINIMUM DISTANCE FROM THE CRIP TO PLACEMENT BACKFILL OVER THE EMBLEM WALL REINFORCEMENT
3. ADJUST THE VERTICAL POSITION OF THE TOP MSE LAYER AS NEEDED TO MEET DESIGN GRADE.
4. GUARDRAIL POST SLEEVE TO BE EMBEDDED 5' MIN
5. PREINSTALLLED DIA. SLEEVE TO ACCEPT TYPE 31 GUARDRAIL POST AFTER SETTLEMENT AND REMOVAL OF EXCESS LATERAL

6



7

1	CONSTRUCTION/CLEARING LIMITS	4	GRAVEL BORROW/ROCK STRUCTURAL EARTH WALL	7	VEGETATED WALL FACED (SEE SHEET C-134 A)	10	HYDROSEED (SHOULDER)
2	CRUSH AREA (TYPICAL TYPE B) OR DRAINAGE BORROW (ALONG DRIVEWAY)	5	CONSTRUCTION GEOTEXTILE FOR GEOSYNTHETIC RETAINING WALL	8	CONSTRUCTION GEOTEXTILE FOR SEPARATION	11	GUARDRAIL POST SLEEVE
3	CONSTRUCTION GEOTEXTILE FOR BASE REINFORCEMENT	6	HORIZONTAL DRAINAGE BURNOUT (SLOPED) (12)	9	CAUSED SURFACING BASE COURSE (8" THICK)	12	CONTRACTOR TO PROVIDE TEMPORARY SAFETY BARRIERS



From: [107504 LDRC-P1](#)
To: [Mike Wilson](#)
Cc: [david.cline@hdrinc.com](#); [Christopher Helland](#); [Amy Summe](#); [Logan McClish](#); [Jessica Randolph](#); [Lear, Cathy](#); [jdonisi@co.clallam.wa.us](#); [jgreen@co.clallam.wa.us](#)
Subject: LDRC-P1 (MODIFICATION 006 - TOWNE RD MSE END POINT STATIONS, DRAINAGE BLANKET MSE WRAP DETAIL)
Date: Friday, October 1, 2021 2:42:46 PM
Attachments: [MOD C-115 MSE S ENDPPOINT STATIONS, DRAINAGE LAYER WRAP 20211001.pdf](#)

Good afternoon, Mike-

We've attached Modification 006 pertaining to the Towne Road MSE wall south endpoint stations and drainage blanket MSE wrap detail.

Please contact us if you have questions.

Regards,

Tyler Stephens, P.E.* | Senior Associate
400 N. 34th Street, Suite 100
P.O. Box 300303
Seattle, WA 98103
www.shannonwilson.com
Phone: (206) 632-8020 Fax: (206) 633-6777
Direct: (206) 695-6915 Cell: (206) 818-0663
tjs@shanwil.com

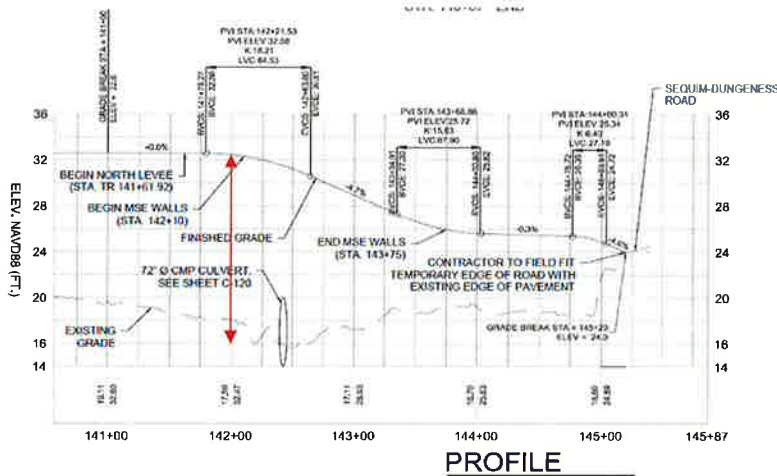
Excellence. Innovation. Service. Value.
We Help Our Clients Achieve Their Goals.

*Licensed in Washington State

ADDED QUANTITIES

Added MSE Wall Face Area Calculation			
Length	As requested via modified project drawings delivered October 1, 2021	10 ft	
Height	As required to embed lower 2 ft. and achieve design finish EL. 32.6 ft.	16.6 ft	
		166 SF	

Added MSE Wall Volume			
Length	As requested via modified project drawings delivered October 1, 2021	10 ft	
Width	Measured via survey on October 27, 2021	36.4 ft	
Height	As required to embed lower 2 ft. and achieve design finish EL. 32.6 ft.	16.6 ft	
		224 CY	



PROFILE

AFFECTED BID ITEMS AND TOTAL ADDITIONAL COST

Bid Item No	Unit	\$/Unit	Quantity		Cost
			Added		
23 Gravel Borrow for Structural Earth Wall Incl. Haul & Compaction	CY	\$ 49.50	224		\$ 11,077.73
28 Geosynthetic Retaining Wall	SF	\$ 16.35	166		\$ 2,714.10
29 Vegetated Wall Facing	SF	\$ 17.00	166		\$ 2,822.00
TOTAL ADDITIONAL COST					\$ 16,613.83

TO: Cathy Lear, Joe Donisi (Clallam County)
Dave Cline (HDR)

DATE: November 16, 2021

PROJECT: LDRC-P1

PROJ. #: Clallam Cty 2021-049

SUBJECT: Change Order 03 - Towne Road/Anderson Road Intersection Revision

CHANGE ORDER DESCRIPTION

In a sketch dated September 16, 2021 by Joe Donisi, the Towne Road/Anderson Road intersection was revised slightly to allow for a temporary intersection alignment.

REASON FOR CHANGE

If sufficient funding is not available to construct the proposed roundabout at that location, the requested revisions will allow for a temporary two-way stop intersection.

METHOD OF DESIGN MODIFICATION DELIVERY

The changes depicted in the provided sketch were added into the project design model surfaces and provided to the Contractor in hard copy and electronic format. The material quantity increases were calculated from the design model and confirmed during field survey.

AFFECTED BID ITEMS AND TOTAL ADDITIONAL COST

Bid Item No	Unit	\$/Unit	Quantity Added	Cost
11 Clearing and Grubbing Incl. Haul	AC	\$ 5,625.00	0.0200	\$ 112.50
18 Road-Levee Select Borrow (import)	CY	\$ 23.50	70	\$ 1,645.00
25 Construction Geosynthetic for Base Reinforcement	SY	\$ 5.00	192	\$ 960.00
TOTAL ADDITIONAL COST				\$ 2,717.50

TO: Cathy Lear, Joe Donisi (Clallam County)
Dave Cline (HDR)

DATE: December 7, 2021

PROJECT: LDRC-P1

PROJ. #: Clallam Cty 2021-049

SUBJECT: Special Provision 9-03.14(5) Road/Levee Select Borrow (Import) Modification

CHANGE ORDER DESCRIPTION

This change order modifies the grain size distribution maximum percent passing values in Special Provision 9-03.14(5) *Road/Levee Select Borrow (Import)* such that material sourced from Scarsella's Blue Mountain Pit will satisfy this revised specification. It also modifies the special provision to allow this material to be placed directly upon the geosynthetic for base reinforcement.

REASON FOR CHANGE

Based on review of all grain size distribution analyses received through September 28, 2021, the material sourced from Scarsella's Blue Mountain Pit was consistently outside the specified percent passing ranges for the 2 inch and No. 40 sieves such that minor modifications to the specification were necessary to approve that material source with respect to the gradation requirements. The modified specification remains in compliance with project shear strength and filter compatibility requirements per our analyses.

Through the methods specified in Special Provision 9-33.2(2), Scarsella and their geosynthetic material supplier, ACF West, provided justification for waiving the requirement in Special Provision 9-03.14(5) that the maximum particle size in contact with the Construction Geosynthetic for Base Reinforcement should be 1 ¼ inch or less.

NEGOTIATED UNIT PRICE CHANGE

Because grain size distribution results from Scarsella's Blue Mountain Pit were unable to meet the original specification, Clallam County agreed to the enclosed revised specified ranges. In exchange, Scarsella agreed to a \$0.50 credit for bid item No. 18, Road/Levee Select Borrow Incl. Haul & Compaction.

MEASUREMENT AND PAYMENT

This change order is based on the contract bid quantity of 93,799 cubic yards. The actual material quantity may be higher or lower than the bid quantity. In accordance with Special Provisions Section 2-03.4, Road/Levee Select Borrow (Import) will be measured via field survey such that this change order value will need to be adjusted based on the measured material quantity at the end of construction.

From: [107504 LDRG-P1](#)
To: [Dave Cline](#); [Joe Donisi](#); [Mike Wilson](#); [Tyler Stephens](#)
Subject: Agreement regarding Road/Levee Select Borrow change and credit
Date: Friday, October 1, 2021 2:39:34 PM

Good afternoon all-

This email is to confirm the terms of our verbal agreement to modify Special Provision 9-03.14(5) Road/Levee Select Borrow (Import) in accordance with WSDOT Standard Specification 1-04.4 Changes. Clallam County has agreed to modify this material specification. Shannon & Wilson will prepare an annotated table showing modified minimum and maximum percent passing such that the laboratory test results submitted to date fall within the modified ranges. Scarsella Brothers has agreed to a credit of \$0.50 per cubic yard for this modification. All other specified requirements remain unchanged.

Mike – please provide written confirmation or clarification.

Once confirmed, we will prepare the change order documents.

Regards,



Tyler Stephens, P.E.* | Senior Associate

400 N. 34th Street, Suite 100

P.O. Box 300303

Seattle, WA 98103

www.shannonwilson.com

Phone: (206) 632-8020 Fax: (206) 633-6777

Direct: (206) 695-6915 Cell: (206) 818-0663

tjs@shanwil.com

Excellence. Innovation. Service. Value.

We Help Our Clients Achieve Their Goals.

**Licensed in Washington State*

From: [Mike Wilson](#)
To: [Tyler Stephens](#)
Cc: [David Cline \(David.Cline@hdrinc.com\)](#); [Joe Donisi](#); [George Hunkin](#)
Subject: C-21005 LDRC-P1 - Road/ Levee Select Borrow Test Results from Blue Mountain Pit
Date: Tuesday, September 28, 2021 11:45:41 AM
Attachments: [SC224e - Sc21092810560.pdf](#)

Hi Tyler,

The attachment contains all of the tests that we've run so far. We are currently building our stockpile and we pulled 3 more samples yesterday. Please review and let me know if this material is acceptable for use as "Road/ Levee Select Borrow".

Thank you,

Mike

9-03.14(5) Road/Levee Select Borrow (Import)

Section 9-03.14(5) is added as the following:

Material used for roadway excavation backfill, and road/levee embankment fill shall consist of Road/Levee Select Borrow (Import). Road/Levee Select Borrow (Import) shall be imported to the site and consist of granular material, either naturally occurring or processed, and shall be free of debris, waste, frozen materials, vegetation, and other deleterious matter, and shall meet the requirements of the following gradation and quality:

Sieve Size	Percent Passing	
	Minimum Percent Passing	Maximum Percent Passing
3 inch	100	100
2 inch	70	85 100
¾ inch	50	80

SPECIFICATION MODIFIED
PER THE VERBAL
AGREEMENT REACHED
DURING OUR 1 OCTOBER
2021 MEETING AND AS
CONFIRMED VIA EMAIL ON 1
OCTOBER 2021. SCARSELLA
AGREED TO ISSUE A \$0.50
PER CUBIC YARD CREDIT
FOR BID ITEM NUMBER 18.

67

No. 4	40	70
No. 40	10	25 30
No. 200	4	15

All percentages are by dry unit weight

The Plasticity Index for the material passing the US No 200 sieve shall be 3 or greater.

The organic material shall not exceed 1 percent by dry unit weight.

~~The maximum particle size in contact with the Construction Geosynthetic for Base Reinforcement should be 1¼ inch or less.~~

9-09 TIMBER AND LUMBER

Section 9-09.1 General Requirements

Supplement Section 9-09.1 with the following:

AFFECTED BID ITEMS AND CONTRACT COST ADJUSTMENT

BID ITEM NO.	DESCRIPTION	CONTRACT APPROXIMATE	UNIT	REVISED		
		QUANTITY		CONTRACT UNIT PRICE	UNIT PRICE	NET CREDIT
18	Road/Levee Select Borrow Incl. Haul & Compaction	93,799	CY	\$ 23.50	\$ 23.00	\$ 46,899.50

TO: Cathy Lear, Joe Donisi (Clallam County)
Dave Cline (HDR)

DATE: November 23, 2021

PROJECT: LDRC-P1

PROJ. #: Clallam Cty 2021-049

SUBJECT: Change Order 05 – Beaver Dam Notching Force Account

CHANGE ORDER DESCRIPTION

This change order covers labor and equipment charges for notching several beaver dams upstream of the Towne Road MSE wall and 72-inch culvert. This work was tracked under force account.

REASON FOR CHANGE

The beaver dams were impounding several feet of water, causing the backwater to inundate the North Levee footprint. Notching was necessary to lower the water level and restore the West Tributary to Meadowbrook Creek to normal flow conditions to facilitate backfilling the central ditch (as part of the in-water work window) and installing high visibility silt fence.

BEAVER DAM NOTCHING
FORCE ACCOUNT COST

DATE	COST
10/1/2021	\$ 1,880.41
10/2/2021	\$ 529.17
10/3/2021	\$ 223.84
10/4/2021	\$ 1,596.48
10/5/2021	\$ 875.76
10/8/2021	\$ 1,751.51
11/5/2021	\$ 1,102.36
TOTAL	\$ 7,959.53



Daily Report of Force Account Worked

Contract Number 21005	Date 10/1/21	Item Number	Item Name Beaver dam removal
Prime Contractor Scarsella Brothers Inc.		Subcontractor / Lower Tier Subcontractor	
Line / Station	Group	Basis of Material Acceptance	RAM Number
Description of Work Performed: Remove beaver dams to lower water levels.			

Time Worked Record						
	Workers and/or Equipment Working	Occupation of Workers or Equipment Size	Hours Worked		Equipment Hours	
			Reg.	O.T.	Reg.	Stdby
1	Tim Parrish	laborer	8			
2	Hipolito Nunez	laborer	8			
3	Jacob DeBray	Foreman	4			
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Calculated By		Date	Checked By <i>[Signature]</i>	Date	Total 20 hrs.	

Ledger Entry Number	Entered By	Date	Entry Verified	Date
---------------------	------------	------	----------------	------

Inspector <i>[Signature]</i>	Contractor's Representative <i>[Signature]</i>	Title Foreman
---------------------------------	---	-------------------------



DAILY FORCE ACCOUNT / EXTRA WORK REPORT

P.O. Box 68697
Seattle, WA 98168-0697
Office: (253) 872-7173
Fax: (253) 395-1209

CONTRACT NAME, NO.:	C-21005 Lowed Dungeness River Floodplain Phase 1
OWNER / CONTRACTOR:	Clallam County
DATE:	1-Oct-21
COST CODE:	
DESCRIPTION OF WORK:	Beaver Dam Removal

LABOR - Name, Classification		HOURS	LOADED HOURLY RATE	EXTENDED AMOUNTS
Tim Parrish - Laborer	REG	8	\$63.17	\$505.36
	O/T	0	\$86.76	\$0.00
Nunez Hipolito - Laborer	REG	8	\$63.17	\$505.36
	O/T	0	\$86.76	\$0.00
Jacob Debray - Operator Foreman	REG	4	\$88.29	\$353.16
	O/T	0	\$119.25	\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
SUBTOTAL LABOR:				\$1,363.88

EQUIP. NO.	EQUIPMENT	OWN or RENTAL?		HOURS	HOURLY RATE	EXTENDED AMOUNTS
	F-150 4x4	OWN or	OPER	4	\$25.00	\$100.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
SUBTOTAL EQUIPMENT:						\$100.00

SUBCONTRACTORS	
SUBTOTAL SUBCONTRACTORS:	\$0.00

MATERIAL	QTY.	UNIT COST	EXTENDED AMOUNTS
	0	0	\$0.00
			\$0.00
			\$0.00
			\$0.00
SUBTOTAL MATERIAL:			\$0.00

SCARSELLA BROS., INC. REPRESENTATIVE _____ DATE _____

OWNER / CONTRACTOR REPRESENTATIVE _____ DATE _____

SUBTOTAL SUBCONTRACTORS:	\$0.00
12% MARKUP SUBCONTRACTORS:	\$0.00
SUBTOTAL LABOR:	\$1,363.88
29% MARKUP LABOR:	\$395.53
SUBTOTAL EQUIPMENT:	\$100.00
_21% MARKUP EQUIPMENT:	\$21.00
SUBTOTAL MATERIAL:	\$0.00
_21% MARKUP MATERIAL:	\$0.00
TOTAL THIS REPORT:	\$1,880.41



Daily Report of Force Account Worked

Contract Number 21005	Date 10/2/21	Item Number	Item Name Beaver dam removal
Prime Contractor Scarsella brothers Inc.		Subcontractor / Lower Tier Subcontractor	
Line / Station	Group	Basis of Material Acceptance	RAM Number
Description of Work Performed: remove beaver dams to lower water levels.			

Time Worked Record						
	Workers and/or Equipment Working	Occupation of Workers or Equipment Size	Hours Worked		Equipment Hours	
			Reg.	O.T.	Reg.	Stdby
1	Hipolito Nunez	laborer	4	4		
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Calculated By		Date	Checked By Joe McClary	Date	Total 4 hrs.	

Ledger Entry Number	Entered By [Signature]	Date	Entry Verified	Date
Inspector [Signature]	Contractor's Representative [Signature]		Title Foreman	



DAILY FORCE ACCOUNT / EXTRA WORK REPORT

P.O. Box 68697
Seattle WA 98168-0697
Office: (253) 872-7173
Fax: (253) 395-1209

CONTRACT NAME, NO.:	C-21005 Lowed Dungeness River Floodplain Phase 1
OWNER / CONTRACTOR:	Clallam County
DATE:	2-Oct-21
COST CODE:	
DESCRIPTION OF WORK:	Beaver Dam Removal

LABOR - Name, Classification		HOURS	LOADED HOURLY RATE	EXTENDED AMOUNTS
Tim Parrish - Laborer	REG	0	\$63.17	\$0.00
	O/T	0	\$86.76	\$0.00
Nunez Hipolito - Laborer	REG	1	\$63.17	\$63.17
	O/T	4	\$86.76	\$347.04
Jacob Debray - Operator Foreman	REG	0	\$88.29	\$0.00
	O/T	0	\$119.25	\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
SUBTOTAL LABOR:				\$410.21

EQUIP. NO.	EQUIPMENT	OWN or RENTAL?		HOURS	HOURLY RATE	EXTENDED AMOUNTS
	F-150 4x4	OWN or	OPER	0	\$25.00	\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
SUBTOTAL EQUIPMENT:						\$0.00

SUBCONTRACTORS	
SUBTOTAL SUBCONTRACTORS:	\$0.00

MATERIAL	QTY.	UNIT COST	EXTENDED AMOUNTS
	0	0	\$0.00
			\$0.00
			\$0.00
			\$0.00
SUBTOTAL MATERIAL:			\$0.00

SCARSELLA BROS., INC. REPRESENTATIVE _____ DATE _____

OWNER / CONTRACTOR REPRESENTATIVE _____ DATE _____

SUBTOTAL SUBCONTRACTORS:	\$0.00
12% MARKUP SUBCONTRACTORS:	\$0.00
SUBTOTAL LABOR:	\$410.21
29% MARKUP LABOR:	\$118.96
SUBTOTAL EQUIPMENT:	\$0.00
_21% MARKUP EQUIPMENT:	\$0.00
SUBTOTAL MATERIAL:	\$0.00
_21% MARKUP MATERIAL:	\$0.00
TOTAL THIS REPORT:	\$529.17



Daily Report of Force Account Worked

Contract Number 21005	Date 10/3/21	Item Number	Item Name Beaver dam removal
Prime Contractor Scarsella brothers Inc.		Subcontractor / Lower Tier Subcontractor	
Line / Station	Group	Basis of Material Acceptance	RAM Number
Description of Work Performed: remove beaver dams to lower water levels			

Time Worked Record						
	Workers and/or Equipment Working	Occupation of Workers or Equipment Size	Hours Worked		Equipment Hours	
			Reg.	O.T.	Reg.	Stdby
1	Hipolito Nunez	laborer		2		
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Calculated By		Date	Checked By		Date	Total 2

Ledger Entry Number	Entered By [Signature]	Date	Entry Verified	Date
---------------------	----------------------------------	------	----------------	------

Inspector [Signature]	Contractor's Representative [Signature]	Title Foreman
---------------------------------	---	-------------------------



DAILY FORCE ACCOUNT / EXTRA WORK REPORT

P.O. Box 68697
Seattle, WA 98168-0697
Office: (253) 872-7173
Fax: (253) 395-1209

CONTRACT NAME, NO.:	C-21005 Lowed Dungeness River Floodplain Phase 1
OWNER / CONTRACTOR:	Clallam County
DATE:	3-Oct-21
COST CODE:	
DESCRIPTION OF WORK:	Beaver Dam Removal

LABOR - Name, Classification		HOURS	LOADED HOURLY RATE	EXTENDED AMOUNTS
Tim Parrish - Laborer	REG	0	\$63.17	\$0.00
	O/T	0	\$86.76	\$0.00
Nunez Hipolito - Laborer	REG	0	\$63.17	\$0.00
	O/T	2	\$86.76	\$173.52
Jacob Debray - Operator Foreman	REG	0	\$88.29	\$0.00
	O/T	0	\$119.25	\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
SUBTOTAL LABOR:				\$173.52

EQUIP. NO.	EQUIPMENT	OWN or RENTAL?		HOURS	HOURLY RATE	EXTENDED AMOUNTS
	F-150 4x4	OWN or	OPER	0	\$25.00	\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
SUBTOTAL EQUIPMENT:						\$0.00

SUBCONTRACTORS	
SUBTOTAL SUBCONTRACTORS:	\$0.00

MATERIAL	QTY.	UNIT COST	EXTENDED AMOUNTS
	0	0	\$0.00
			\$0.00
			\$0.00
			\$0.00
SUBTOTAL MATERIAL:			\$0.00

SCARSELLA BROS., INC. REPRESENTATIVE _____ DATE _____

OWNER / CONTRACTOR REPRESENTATIVE _____ DATE _____

SUBTOTAL SUBCONTRACTORS:	\$0.00
12% MARKUP SUBCONTRACTORS:	\$0.00
SUBTOTAL LABOR:	\$173.52
29% MARKUP LABOR:	\$50.32
SUBTOTAL EQUIPMENT:	\$0.00
_21% MARKUP EQUIPMENT:	\$0.00
SUBTOTAL MATERIAL:	\$0.00
_21% MARKUP MATERIAL:	\$0.00
TOTAL THIS REPORT:	\$223.84



Daily Report of Force Account Worked

Contract Number 21025	Date 10/14/21	Item Number	Item Name Beaver dam removal
Prime Contractor Scarsella Brothers Inc.		Subcontractor / Lower Tier Subcontractor	
Line / Station	Group	Basis of Material Acceptance	RAM Number
Description of Work Performed: Remove beaver dams to lower water levels.			

Time Worked Record						
	Workers and/or Equipment Working	Occupation of Workers or Equipment Size	Hours Worked		Equipment Hours	
			Reg.	O.T.	Reg.	Stdby
1	Hipolito Munoz	laborer	8	2		
2	Jacob DeBray	Foreman	5			
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Calculated By		Date	Checked By [Signature]	Date	Total 15 hrs.	

Ledger Entry Number	Entered By	Date	Entry Verified	Date
---------------------	------------	------	----------------	------

Inspector [Signature]	Contractor's Representative [Signature]	Title Foreman.
---------------------------------	---	--------------------------

DAILY FORCE ACCOUNT / EXTRA WORK REPORT



Daily Report of Force Account Worked

Contract Number 21005	Date 10/5/21	Item Number	Item Name Beaver dam removal
Prime Contractor Scarsella brothers Inc.		Subcontractor / Lower Tier Subcontractor	
Line / Station	Group	Basis of Material Acceptance	RAM Number
Description of Work Performed: Remove beaver dams to lower water levels			

Time Worked Record						
	Workers and/or Equipment Working	Occupation of Workers or Equipment Size	Hours Worked		Equipment Hours	
			Reg.	O.T.	Reg.	Stdby
1	Hipolito Nunez	laborer	8	2		
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Calculated By		Date	Checked By		Date	Total 10

Ledger Entry Number	Entered By	Date	Entry Verified	Date
---------------------	------------	------	----------------	------

Inspector [Signature]	Contractor's Representative [Signature]	Title Foreman
---------------------------------	---	-------------------------



DAILY FORCE ACCOUNT / EXTRA WORK REPORT

P.O. Box 68697
 Seattle, WA 98168-0697
 Office: (253) 872-7173
 Fax: (253) 395-1209

CONTRACT NAME, NO.:	C-21005 Lowed Dungeness River Floodplain Phase 1
OWNER / CONTRACTOR:	Clallam County
DATE:	5-Oct-21
COST CODE:	
DESCRIPTION OF WORK:	Beaver Dam Removal

LABOR - Name, Classification		HOURS	LOADED HOURLY RATE	EXTENDED AMOUNTS
Tim Parrish - Laborer	REG	0	\$63.17	\$0.00
	O/T	0	\$86.76	\$0.00
Nunez Hipolito - Laborer	REG	8	\$63.17	\$505.36
	O/T	2	\$86.76	\$173.52
Jacob Debray - Operator Foreman	REG	0	\$88.29	\$0.00
	O/T	0	\$119.25	\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
SUBTOTAL LABOR:				\$678.88

EQUIP. NO.	EQUIPMENT	OWN or RENTAL?		HOURS	HOURLY RATE	EXTENDED AMOUNTS
	F-150 4x4	OWN or	OPER	0	\$25.00	\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
SUBTOTAL EQUIPMENT:						\$0.00

SUBCONTRACTORS	
SUBTOTAL SUBCONTRACTORS:	\$0.00

MATERIAL	QTY.	UNIT COST	EXTENDED AMOUNTS
	0	0	\$0.00
			\$0.00
			\$0.00
			\$0.00
SUBTOTAL MATERIAL:			\$0.00

SCARSELLA BROS., INC. REPRESENTATIVE _____ DATE _____

OWNER / CONTRACTOR REPRESENTATIVE _____ DATE _____

SUBTOTAL SUBCONTRACTORS:	\$0.00
12% MARKUP SUBCONTRACTORS:	\$0.00
SUBTOTAL LABOR:	\$678.88
29% MARKUP LABOR:	\$196.88
SUBTOTAL EQUIPMENT:	\$0.00
_21% MARKUP EQUIPMENT:	\$0.00
SUBTOTAL MATERIAL:	\$0.00
_21% MARKUP MATERIAL:	\$0.00
TOTAL THIS REPORT:	\$875.76



Daily Report of Force Account Worked

Contract Number 21005	Date 10/8/2021	Item Number	Item Name
Prime Contractor SCARSELLA BROTHERS INC.		Subcontractor / Lower Tier Subcontractor	
Line / Station	Group	Basis of Material Acceptance	RAM Number
Description of Work Performed: REMOVAL OF SAND BAG / PLASTIC DAMS			

Time Worked Record						
	Workers and/or Equipment Working	Occupation of Workers or Equipment Size	Hours Worked		Equipment Hours	
			Reg.	O.T.	Reg.	Stdby
1	Hipolito Nunez	LABOR	8	2		
2	TIM PARRISH	LABOR	8	2		
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
Calculated By		Date	Checked By		Date	Total 20 hrs

Ledger Entry Number	Entered By	Date	Entry Verified	Date
---------------------	------------	------	----------------	------

Inspector Mark Paul	Contractor's Representative [Signature]	Title Foreman
-------------------------------	---	-------------------------



DAILY FORCE ACCOUNT / EXTRA WORK REPORT

P.O. Box 68697
 Seattle, WA 98168-0697
 Office: (253) 872-7173
 Fax: (253) 395-1209

CONTRACT NAME, NO.:	C-21005 Lowed Dungeness River Floodplain Phase 1
OWNER / CONTRACTOR:	Clallam County
DATE:	8-Oct-21
COST CODE:	
DESCRIPTION OF WORK:	Beaver Dam Removal

LABOR - Name, Classification		HOURS	LOADED HOURLY RATE	EXTENDED AMOUNTS
Tim Parrish - Laborer	REG	8	\$63.17	\$505.36
	O/T	2	\$86.76	\$173.52
Nunez Hipolito - Laborer	REG	8	\$63.17	\$505.36
	O/T	2	\$86.76	\$173.52
Jacob Debray - Operator Foreman	REG	0	\$88.29	\$0.00
	O/T	0	\$119.25	\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
	REG			\$0.00
	O/T			\$0.00
SUBTOTAL LABOR:				\$1,357.76

EQUIP. NO.	EQUIPMENT	OWN or RENTAL?		HOURS	HOURLY RATE	EXTENDED AMOUNTS
	F-150 4x4	OWN or	OPER	0	\$25.00	\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
			OPER			\$0.00
			STDBY			\$0.00
SUBTOTAL EQUIPMENT:						\$0.00

SUBCONTRACTORS		
SUBTOTAL SUBCONTRACTORS:		\$0.00

MATERIAL	QTY.	UNIT COST	EXTENDED AMOUNTS
	0	0	\$0.00
			\$0.00
			\$0.00
			\$0.00
SUBTOTAL MATERIAL:			\$0.00

SCARSELLA BROS., INC. REPRESENTATIVE _____ DATE _____

OWNER / CONTRACTOR REPRESENTATIVE _____ DATE _____

SUBTOTAL SUBCONTRACTORS:	\$0.00
12% MARKUP SUBCONTRACTORS:	\$0.00
SUBTOTAL LABOR:	\$1,357.76
29% MARKUP LABOR:	\$393.75
SUBTOTAL EQUIPMENT:	\$0.00
_21% MARKUP EQUIPMENT:	\$0.00
SUBTOTAL MATERIAL:	\$0.00
_21% MARKUP MATERIAL:	\$0.00
TOTAL THIS REPORT:	\$1,751.51



Daily Report of Force Account Worked

Contract Number	Date 11/5/2021	Item Number 701.001	Item Name DE-FISHING
Prime Contractor SCARSO BROS INC.		Subcontractor / Lower Tier Subcontractor	
Line / Station	Group	Basis of Material Acceptance	RAM Number
Description of Work Performed: LEAD OUT REST OF SAND BAG & PLASTIC FROM BEAVER DAM			

Time Worked Record						
	Workers and/or Equipment Working	Occupation of Workers or Equipment Size	Hours Worked		Equipment Hours	
			Reg.	O.T.	Reg.	Stdbby
1	GEORGE HUNKIN JR	FOREMAN / 2-287	1.5		1.5	
2	TOMMY HUNKIN	OPERATOR / 17-251	1.5		1.5	
3	KIERAN HUNKIN	AP. OPERATOR / 15-101	1.5		1.5	
4	MEAFU TVALA	LABOR / 3-195	1.5		1.5	
5	JOSIAH TAVAI	AP. LABOR	1.5			
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20			7.5		4.5	
Calculated By		Date	Checked By		Date	Total
					11/5/2021	12

Ledger Entry Number	Entered By	Date	Entry Verified	Date

Inspector	Contractor's Representative	Title
	<i>[Signature]</i>	FOREMAN

TO: Cathy Lear, Joe Donisi (Clallam County)
Dave Cline (HDR)

DATE: December 6, 2021

PROJECT: LDRC-P1

PROJ. #: Clallam Cty 2021-049

SUBJECT: Change Order 06 – Culvert Raise

CHANGE ORDER DESCRIPTION

This change order covers charges for additional Gravel Backfill for Pipe Zone Bedding material for raising the elevation of the Towne Road 72-inch culvert two feet.

REASON FOR CHANGE

The inlet and outlet design of the culvert in the bid set plans did not account for settlement. Raising the culvert two feet in elevation was necessary to offset the amount of settlement expected to occur. The only modification to the design was increasing the depth of gravel backfill for pipe zone bedding. The geometry and depth of excavation for culvert installation did not change.

AFFECTED BID ITEMS AND TOTAL ADDITIONAL COST

Bid Item No	Unit	\$/Unit	Quantity Added	Cost
24 Gravel Backfill for Pipe Zone Bedding	CY	\$ 75.00	71	\$ 5,325.00
TOTAL ADDITIONAL COST				\$ 5,325.00



AGENDA ITEM SUMMARY

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

9
12/13/21

Department: DCD

WORK SESSION ☒ Meeting Date: December 13, 2021

REGULAR AGENDA ☒ Meeting Date: December 21, 2021

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

Item summary:

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

Documents exempt from public disclosure attached: ☐

Executive summary:

The state Shoreline Management Act requires that counties, cities, and towns periodically review their comprehensively-updated Shoreline Master Program (SMP) every eight years. Clallam County was due to conduct a periodic review in June 2020, but the Comprehensive Update was still underway. The purpose of the periodic review is to assure that the SMP complies with applicable law and guidelines in effect, to assure consistency with the local government's comprehensive plan and development regulations of RCW 36.70A, and provide a method for the SMP to be brought into compliance with requirements of the Shoreline Act.

The County's Comprehensive Update was adopted in July 2020, and was accepted by the Department of Ecology with an effective date of September 1, 2021. The Comprehensive Update took over 10 years, with review of testimony all the way through Ecology's recommendation that was provided in 2019. During the update the County's SMP was reviewed for compliance with State laws, requiring such changes as the addition of a section for the Ocean Resources Management Act. Recommendations based on input by WDFW after adoption of the local SMP in 2018 resulted in compromised changes to the locally adopted 2018 SMP.

The County Planning Commission held a public workshop November 17, 2021 in order to solicit comments from the Public and Stakeholders to determine if amendments are necessary or if a "Finding of Adequacy" is appropriate for the Periodic Review. Two written comments (provided) were received, and a discussion had regarding use of WDFW's Tree Height Potential to determine buffers. After review and discussion of the comments, the Planning Commission voted 6-2 at their December 1, 2021 Planning Commission meeting that the SMP remains consistent with applicable laws, rules and the County's Comprehensive Plan since its adoption, and that a "Finding of Adequacy" of the Clallam County's 2021 SMP is appropriate. A letter of transmittal from the Planning Commission along

* 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)

with the Periodic Review Checklist is provided. The Checklist shows how the current SMP requires no amendments to remain consistent with applicable laws, rules and the County's Comprehensive Plan. The Board of County Commissioners will need to conduct a public hearing on the "Finding of Adequacy" of the Periodic Review of the Shoreline Master Program.

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?)

Call for Hearing for a "Finding of Adequacy" of the Periodic Review of the Shoreline Master Program

County Official signature & print name: Mary Ellen Winborn Mary Ellen Winborn

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

Relevant Departments: DCD

Date submitted: 12/6/2021

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

NOTICE IS HEREBY GIVEN that the Clallam County Board of Commissioners are accepting comments on a periodic review of the County's Shoreline Master Program under RCW 90.58.080(4). Clallam County has reviewed the SMP and finds that it remains consistent with applicable laws, rules and the County's Comprehensive Plan. Clallam County is proposing no revisions and anticipates adopting findings of adequacy under WAC 173-26-090(2)(c)(i). Public comment is being accepted at this time. The Board of County Commissioners will conduct a public hearing on Tuesday, January 11, 2022 at 10:30 a.m., or as soon thereafter as possible. In response to the current pandemic, to promote social distancing, the Board of Commissioner's meeting will be virtual only. To attend the virtual hearing you may appear by Zoom by going to <https://zoom.us/join> or by calling 253-215-8782 and then enter the Meeting ID: 875 561 7844 and passcode: 12345

SUMMARY OF PROPOSAL: The purpose of the public hearing is to receive public testimony on the proposed Finding of Adequacy of Clallam County's Shoreline Master Program.

HOW TO COMMENT: All persons wishing to comment are welcome to either submit their written comments before the hearing is commenced or present written and/or oral comments in person during the public hearing. Written comments can be submitted to agores@co.clallam.wa.us. Comments received by Clallam County will be forwarded to the Dept. of Ecology.

DOCUMENTS AND INFORMATION: Documents indicating how the existing SMP remains consistent with current state requirements are available for review <https://www.clallam.net/LandUse/smp.html> (Periodic Review Checklist) and the Clallam County Planning Department at the Clallam County Courthouse Room 130.

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

Publish: January 2 and 9

Bill: Dept. of Community Development

Loni Gores, Clerk of the Board



RESOLUTION _____, 20

FINDING OF ADEQUACY TO THE PERIODIC REVIEW OF SHORELINE MASTER PROGRAM
REQUIRED BY RCW 90.58.080(4)

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. RCW 90.58.080(4) requires Clallam County to periodically review and, if necessary, revise their Shoreline Master Program (SMP) on or before June 30, 2020, which was missed because the County was working on their comprehensive SMP update. Clallam County has not done a comprehensive update of the SMP since 1992.
2. The Washington Shoreline Management Act (SMA), RCW 90.58, requires the County to review and update the existing Clallam County SMP consistent with the SMA and state SMP guidelines under WAC 173-26. The review process is intended to bring the SMP into compliance with the act or state rules that have been added or changed since the last SMP update or amendment to ensure the SMP remains consistent with existing regulations.
3. Clallam County adopted a comprehensive SMP update as required by RCW 90.58.080(2), which became effective as of September 1, 2021.
4. Clallam County developed a public participation program for this periodic review in accordance with WAC 173-26-090(3)(a) to inform, involve, and encourage participation of interested persons and private entities, tribes, and applicable agencies having interests and responsibilities relating to shorelines.
5. Clallam County used Ecology's checklist of legislative and rule amendments to review changes to chapter 90.58 RCW and department guidelines to ensure the newly adopted SMP is in compliance with WAC 173-26-090(3)(b)(i). The SMP was reviewed for compliance with WAC 173-26-090(3)(b)(i) during the comprehensive update and included many changes from the previously adopted SMP to compliant with existing regulations.
6. The Clallam County Planning Commission held a Public Workshop on November 17, 2021 to discuss necessary changes proposed by the Public. The Planning Commission continued their discussion at their December 1, 2021 meeting and voted 6-2 that no SMP amendments are necessary to maintain compliance with the Act or applicable guidelines and recommend a Finding of Adequacy to the Board of County Commissioners.
7. Clallam County Board of County Commissioners published legal notice and conducted a public hearing on January 11, 2021 regarding the proposed Finding of Adequacy. The BOCC reviewed the public testimony and written comments, and affirmed no amendments were needed to maintain compliance with the Act or applicable guidelines.
8. Clallam County has determined a Finding of Adequacy is exempt from State Environmental Policy Act Review per WAC 197-11-800(19), which covers resolutions or ordinances "relating solely to governmental procedures, and containing no substantive standards respecting use or modification of the environment", or "text amendments resulting in no substantive changes respecting use or modification of the environment."
9. This Finding of Adequacy completes Clallam County's required process for periodic review in accordance with RCW 90.58.080(4) and applicable state guidelines (WAC 173-26).

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

1. Hereby find that the review and evaluation required by RCW 90.58.080(4) have occurred, as described more particularly in the recitals above, and adopt a Finding of Adequacy that the shoreline master program is consistent with the Shoreline Management Act and relevant sections of the Washington Administration Code.
2. The Department of Community Development is directed to submit this Resolution adopting Findings of Adequacy to the Department of Ecology for final action. Once approved by the Department of Ecology, no further action is necessary for compliance with RCW 90.58.080(4) for the periodic review update due on June 30, 2020.

PASSED AND ADOPTED this _____ day of _____ 20

BOARD OF CLALLAM COUNTY COMMISSIONERS

Mark Ozias, Chair

ATTEST:

Randy Johnson

Loni Gores, CMC, Clerk of the Board

Bill Peach

LETTER OF TRANSMITTAL

To: Clallam County Board of Commissioners
From: Clallam County Planning Commission
Subject: Transmittal to BOCC: Findings and Conclusions regarding Periodic Review of Shoreline Master Program

Dear Commissioners:

The Clallam County Planning Commission conducted a Public Workshop and has completed its review regarding the Periodic Review of the Shoreline Master Program. The Planning Commission approved its final recommendation to forward to the BOCC at its meeting on December 1, 2021. As Chair of the Clallam County Planning Commission, having first received the authorization of the Commission, I am transmitting herewith the findings and recommendations of the Commission on this proposed Ordinance:

FINDINGS OF FACT:

1. Clallam County is tasked with reviewing their Shoreline Master Program (SMP) every eight years, which was due in June 2020.
2. Clallam County recently adopted an updated SMP that became effective on September 1, 2021.
3. DCD staff provided the Planning Commission with Ecology's Periodic Review Checklist indicating no action is needed to update the SMP. Several corrections and scrivener errors are noted to be corrected through the process.
4. The Planning Commission held a Workshop on November 17, 2021 to discuss changes proposed by the Public on any necessary changes to the SMP.
5. During the Workshop the only comment discussed was that the Planning Commission should propose an amendment utilizing WDFW's Potential Tree Height Index to determine Shoreline Buffers. WDFW staff provided comment that this index provides better ecological function to the riparian areas than the predetermined shoreline buffers adopted in the current SMP and that WDFW had provided comment before based on this science.
6. A comment was received from the Jamestown S'Klallam Tribe on November 23, 2021 requesting amendments to the SMP and forwarded to the Planning Commission.

7. At the December 1, 2021 DCD staff provided the WDFW comment submitted to Ecology during the Comprehensive Update along with the response from the County. Also included were documents providing explanation of the buffer widths provided during the Comprehensive Update showing that the information presented was considered in the update, and would not require an amendment to be proposed during the Periodic Review. DCD staff commented that the Tribe's comments appeared to be similar to comments previously stated in the Comprehensive Update.
8. DCD staff recommended the Planning Commission consider a Finding of Adequacy for the Periodic Review.
9. The Planning Commission held a vote on December 1, 2021 to recommend a Finding of Adequacy for the newly adopted Shoreline Master Program;
__6__ in favor, __2__ opposed, __1__ absent

Based on the above facts and findings, along with the attached Ecology checklist, the Planning Commission adopts and transmits the following conclusion to the Clallam County Board of Commissioners.

CONCLUSION: The Clallam County Planning Commission concludes that a Finding of Adequacy is appropriate for the Periodic Review of the Clallam County Shoreline Master Program.

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



Jane Hielman, Chair

12/2/2021
Date

SHORELINE MASTER PROGRAM PERIODIC REVIEW

Periodic Review Checklist

This document is intended for use by counties, cities and towns subject to the Shoreline Management Act (SMA) to conduct the “periodic review” of their Shoreline Master Programs (SMPs). This review is intended to keep SMPs current with amendments to state laws or rules, changes to local plans and regulations, and changes to address local circumstances, new information or improved data. The review is required under the SMA at RCW 90.58.080(4). Ecology’s rule outlining procedures for conducting these reviews is at WAC 173-26-090.

This checklist summarizes amendments to state law, rules and applicable updated guidance adopted between 2007 and 2019 that may trigger the need for local SMP amendments during periodic reviews.

[How to use this checklist](#)

See the associated *Periodic Review Checklist Guidance* for a description of each item, relevant links, review considerations, and example language.

At the beginning of the periodic review, use the review column to document review considerations and determine if local amendments are needed to maintain compliance. See WAC 173-26-090(3)(b)(i).

Ecology recommends reviewing all items on the checklist. Some items on the checklist prior to the local SMP adoption may be relevant.

At the end of your review process, use the checklist as a final summary identifying your final action, indicating where the SMP addresses applicable amended laws, or indicate where no action is needed. See WAC 173-26-090(3)(d)(ii)(D), and WAC 173-26-110(9)(b).

Local governments should coordinate with their assigned Ecology regional planner for more information on how to use this checklist and conduct the periodic review.

Prepared By		Jurisdiction	Date
ESA and County Staff		Clallam County	September 13, 2021
Row	Summary of change	Review	Action
2021			
a.	The Legislature amended floating on-water residences provisions	SMP 3.8.2(6) prohibits overwater or floating residences.	No action needed.
b.	The Legislature clarified the permit exemption for fish passage projects	SMP 3.11.2(5c) specifies fish passage identified in Fish Passage designs.	No action needed.
2019			
a.	OFM adjusted the cost threshold for building freshwater docks	SMP 4.2.5 addresses docks accessory to residential development but does not specify the cost threshold; SMP 10.2.5 (1 & 2) cite directly to the exemptions of RCW 90.58.030(3.e) and WAC 173-27-040 where the freshwater dock threshold is established	No action needed.
b.	The Legislature removed the requirement for a shoreline permit for disposal of dredged materials at Dredged Material Management Program sites (applies to 9 jurisdictions)	SMP 4.3.3 (2) requires dredge disposal activities to comply with the DMMP;	No action needed.
c.	The Legislature added restoring native kelp, eelgrass beds and native oysters as fish habitat enhancement projects.	SMP 10.2.5 (1 & 2) cite directly to the exemptions of RCW 90.58.030(3.e) and WAC 173-27-040 where fish habitat enhancement projects cite to RCW 77.55.181 that lists kelp, eelgrass & native oyster restoration.	No action needed.
2017			
a.	OFM adjusted the cost threshold for substantial development to \$7,047.	SMP 10.2.5 (1 & 2) cite directly to the exemptions of RCW 90.58.030(3.e) and WAC 173-27-040 where the total cost/fair market value dollar threshold is established; SMP 11.S.327 definition for 'substantial development'	No action needed.

		cites to the “inflation-adjusted value threshold set by the Washington State Office of Financial Management” and RCW 90.58.030(3)(e) where the cost threshold is established.	
b.	Ecology permit rules clarified the definition of “development” does not include dismantling or removing structures.	SMP 11.D.89 definition for ‘development’ includes the clarification;	No action needed.
c.	Ecology adopted rules clarifying exceptions to local review under the SMA.	SMP 1.7(2) Exceptions to Applicability address these exceptions per WAC 173-27-044 and -045	No action needed.
d.	Ecology amended rules clarifying permit filing procedures consistent with a 2011 statute.	SMP 10.3.5 (1) requires permit filing per direct citation to WAC 173-27-130.	No action needed
e.	Ecology amended forestry use regulations to clarify that forest practices that only involves timber cutting are not SMA “developments” and do not require SDPs.	SMP 3.4.2(3) specifies that other timber harvest activities that qualify as ‘development’ require an SDP or CUP as indicated by Use Table 2-2; SMP 11.F.135 definition for ‘forest practice’ does not include the clarification.	No action needed
f.	Ecology clarified the SMA does not apply to lands under exclusive federal jurisdiction	SMP 1.8(1.b) excludes the in-water and upland areas of Olympic National Park from SMP jurisdiction; 2.3(3.b) Aquatic SED and 2.4(5) Natural SED management policies repeat that such areas are not subject to the SMP with citation to RCW 37.08.210 that establishes exclusive federal jurisdiction for the Park.	No action needed.
g.	Ecology clarified “default” provisions for nonconforming uses and development.	SMP 5.1 establishes provisions for existing uses and developments, structures and vegetation.	No action needed.
h.	Ecology adopted rule amendments to clarify the scope and process for conducting periodic reviews.	SMP 1.10(3) specifies the periodic review requirement with citation to RCW 90.59.080, WAC 173-26 and -27.	No action needed.

i.	Ecology adopted a new rule creating an optional SMP amendment process that allows for a shared local/state public comment period.	SMP 10.6 addresses SMP amendments but does not specify the optional joint review process.	No action needed; The optional joint review process of WAC 173-26-104 may be utilized even if not included in the SMP.
j.	Submittal to Ecology of proposed SMP amendments.	SMP 10.6 addresses SMP amendments but does not specify Ecology submittal details.	No action needed; The submittal requirements of WAC 173-26-110 apply regardless of SMP inclusion.
2016			
a.	The Legislature created a new shoreline permit exemption for retrofitting existing structure to comply with the Americans with Disabilities Act .	SMP 10.2.5 (1 & 2) cite directly to the exemptions of RCW 90.58.030(3.e) and WAC 173-27-040 where the ADA retrofitting item is established.	No action needed.
b.	Ecology updated wetlands critical areas guidance including implementation guidance for the 2014 wetlands rating system.	SMP 7.4(4) requires use of the 2014 Wetland Rating System; SMP 7.5(2) allows reduction of Table 7-4 wetland buffers with use of Table 7-5 minimization methods and a wildlife corridor; SMP 7.5(7) requires mitigation for buffer averaging, SMP 8.3 establishes general mitigation requirements; and SMP 8.5 specifies wetland mitigation requirements.	No action needed.
2015			
a.	The Legislature adopted a 90-day target for local review of Washington State Department of Transportation (WSDOT) projects.	SMP 3.11 addresses Transportation use & development; and SMP 10.2 establishes permit review provisions; Neither section specifies the 90-day review target for WSDOT projects.	No action needed; The special permit review procedures of WAC 173-27-125 (per RCW 47.01.485) still apply regardless of SMP inclusion.
2014			
a.	The Legislature created a new definition and policy for floating on-water residences legally established before 7/1/2014.	SMP 3.8.2(6) prohibits in-water, overwater or floating residences & ADUs; Residential Use Table 2-1 prohibits 'floating homes' in all SEDs; and SMP 11.F.127 definition of	No action needed.

		'floating house/home' includes citation to RCW 90.58.270 where floating on-water residences and floating homes are defined by statute.	
2012			
a.	The Legislature amended the SMA to clarify SMP appeal procedures .	SMP 10.6 addresses SMP amendments with mention of appeals to the WWGMHB and citation to RCW 90.58.190 where SMP appeal procedures are established.	No action needed.
2011			
a.	Ecology adopted a rule requiring that wetlands be delineated in accordance with the approved federal wetland delineation manual .	SMP 7.4(3) requires delineations per citation to WAC 173-22-035 where the use of the 'approved federal wetland delineation manual and applicable regional supplements' is established.	No action needed.
b.	Ecology adopted rules for new commercial geoduck aquaculture .	SMP 3.2.3 establishes regulations specific to commercial geoduck aquaculture.	No action needed.
c.	The Legislature created a new definition and policy for floating homes permitted or legally established prior to January 1, 2011.	SMP 3.8.2(6) prohibits in-water, overwater or floating residences & ADUs; Residential Use Table 2-1 prohibits 'floating homes' in all SEDs; and SMP 11.F.127 definition of 'floating house/home' includes citation to RCW 90.58.270 where floating on-water residences and floating homes are defined by statute.	No action needed.
d.	The Legislature authorizing a new option to classify existing structures as conforming .	SMP 5.1.0(2) establishes that single-family residences and appurtenant structures are considered conforming; SMP 11.C.70 definition for 'conforming' also includes citation to RCW 90.58.620 where this allowance is established.	No action needed.

2010

a.	The Legislature adopted Growth Management Act – Shoreline Management Act clarifications .	SMP 7 Note to Users specifies the ‘no net loss’ standard for shoreline critical areas; SMP 7.1 establishes that critical areas located in shoreline jurisdiction are regulated by the SMP not by CCC27.12 (CAO); SMP 10.6 addresses SMP amendments but does not specify the 14-day effective date per WAC 173-26-120(3.d.i).	No action needed; SMP amendments become effective 14-days after the date of Ecology’s written notice of final action regardless of SMP inclusion.
----	--	---	---

2009

a.	The Legislature created new “relief” procedures for instances in which a shoreline restoration project within a UGA creates a shift in Ordinary High Water Mark.	SMP does not include the optional process of RCW 90.58.580.	No action needed; The OHWM relief allowance for restoration in UGAs can still be implemented per statute regardless of SMP inclusion.
b.	Ecology adopted a rule for certifying wetland mitigation banks .	SMP 8.3(4) allows for use of approved mitigation banks.	No action needed.
c.	The Legislature added moratoria authority and procedures to the SMA.	SMP does not include moratoria authority per RCW 90.58.590.	No action needed; The County may rely on the authority established by statute to adopt moratoria regardless of SMP inclusion.

2007

a.	The Legislature clarified options for defining “floodway” as either the area that has been established in FEMA maps, or the floodway criteria set in the SMA.	SMP 11.F.132 definition for ‘floodway’ relies on effective FEMA FIRMs.	No action needed.
b.	Ecology amended rules to clarify that comprehensively updated SMPs shall include a list and map of streams and lakes that are in shoreline jurisdiction.	SMP includes Exhibit A Shoreline Environment Designation Maps and Exhibit B List of SMP Waterbodies.	No action needed.
c.	Ecology’s rule listing statutory exemptions from the requirement for an SDP was amended to include fish habitat enhancement projects that conform to the provisions of	SMP 10.2.5 (1 & 2) cite directly to the exemptions of RCW 90.58.030(3.e) and WAC 173-27-040 where fish habitat enhancement projects cite to RCW 77.55.181 that lists kelp,	No action needed.

RCW 77.55.181.

eelgrass & native oyster
restoration.

Additional corrections

The following changes are necessary to correct scrivener errors and items that were adopted by the County Commissioner, but that did not get changed in the text of the final Shoreline Master Program Ordinance 972 adopted July 20, 2021.

SMP Section	Summary of change	Discussion
SMP 2.5 Resource Conservancy - 2. Purpose	2. Purpose: The purpose of the Resource Conservancy designation is to maintain resource lands in a predominantly forested condition for sustained timber production, habitat conservation, and/or <u>low-intensity outdoor recreational use- while protecting existing ecological functions and processes.</u>	During Comprehensive Update the Commissioners accepted this change required by Ecology, but it was not updated in the text of the ordinance.
SMP 8.2 Mitigation & NNL - Policy 3	j. Area of un developed floodplains/channel migration zone.	During Comprehensive Update the Commissioners accepted this change required by Ecology, but it was not updated in the text of the ordinance.
SMP 11 Definitions – A	25. Aquatic Habitat Conservation Areas means the subset of fish and wildlife habitat conservation areas listed in WAC 395 365 -190-130(21) that occur in the water.	Scrivner error
SMP 8 Mitigation & NNL; and SMP 10 Administrative Procedures	8.2 Policies: 4. The County should use <u>a the checklist application form in Exhibit B</u> to track new development proposals against the list of indicators in Section 8.2.3. Changes in indicators should be tracked and monitored at the shoreline reach and watershed scales. 10.2.5 Exemptions from SSDP: 9. All statements of exemption shall be in writing <u>on forms attached to this Program (Exhibit B).</u> As appropriate...	Checklist was removed during the Comprehensive Update, but language was not removed. Department of Ecology had recommended we fix during the Comprehensive Update, but it was overlooked.
Table of Contents	Add ORMA chapters	Section was added during Comprehensive Update review regarding the Ocean Resources Management Act, but was not added to the Table of Contents. Needs to be

SMP Section	Summary of change	Discussion
		added for reference.
3.13.2 General Ocean Management Policies	Item 's' formatted to next row	Scrivner error
6.3.6 Lake Sutherland Buffer	Duplicative numbering a.ii and aiii	Scrivner error
6.3.6 Lake Sutherland Buffer	Typo at item b. should read maximize, not maximum	Scrivner error
11.N	Typo at New Ocean uses, should read See	Scrivner error
11.S	Typo at Single-family, should read including	Scrivner error

Clallam County SMP Comments

11/23/2021

Jamestown S’Klallam Tribe

Major Revisions Required

1. The current adopted SMP took over 10 years in drafting and review. This plan began in early 2011 and had a well-coordinated plan of action (see attachment 1). Although this current plan has been recently adopted, (September 2021) it is based on the goals and visions for shoreline management drafted in 2011. “Vision Statement” for Water Resource Inventory Areas 17,18, and 19 (August 2021) and “Visioning Forums and Interview Report” (June 2011) for WRIA 20. These documents are over 10 years old and need to be updated. Hydrology and weather events in the preceding ten years reveal that these vision statements are not adequate for today’s needs.
2. The Baseline Inventory and Characterization report 2012 defines the baseline shoreline conditions under which no-net-loss is evaluated. Clallam County should perform an assessment of cumulative impacts comparing 2021 shoreline conditions to 2012 conditions. Based on the outcome of the cumulative impacts assessment, additional adjustments to the SMP may be necessary to ensure the County is able to ensure no net loss.
3. All buffers should be based on Site-Potential Tree Height (SPTH) from edge of channel migration zone if germane, as based on WDFW – Riparian Ecosystems, Volume 2: Management Recommendations – December 2020
This change is necessary for this SMP plan to stay current and responsive to new information and improved data. Not adopting this recommendation makes this SMP inadequate for today’s needs. Tables 6-1, 6-2, and 7-2 to 7-5, need to be redone to reflect site-potential tree height buffers. The following are general provisions for all habitat buffers:
 - No reductions of habitat buffer widths are allowed.
 - Buffer averaging is not allowed.
 - Common-line setbacks are not allowed.
 - Construction of commercial or residential structures (including attachments and outbuildings) is not allowed within habitat buffers.
 - The minimum habitat buffer width for minor new development shall be SPTH or 100 feet, whichever is greater.
 - The minimum habitat buffer width for major new development shall be SPTH or 150 feet, whichever is greater.
 - On those streams designated as “critical habitat” under the Endangered Species Act (ESA) the minimum habitat buffer width shall be SPTH or 200-feet, whichever is greater.
 - On freshwater streams not designated as “critical habitat” under the Endangered Species Act (ESA), the minimum habitat buffer width shall be SPTH or 150-feet, whichever is greater.

- For existing ongoing agriculture, Clallam County should work with property owners to meet existing buffer requirements within the next 10 years. Our riparian buffers protect our streams, which are important to our health, food security, and the survival of the orcas in the Puget Sound.
- 4. Safety zones should be established that cover all areas located within 1-meter vertical elevation (NAVD 88 datum) above OHW on FEMA coastal flooding and marine tsunami zones. For delineating safety zones, measurements should be taken from native ground elevation. Placing fill within a safety zone would not remove the filled area from the safety zone. Construction of residential and commercial structures should be prohibited inside these zones. This is a very modest standard to prevent construction of houses and other buildings that would be certain to be flooded from storm surge in the next several decades. The presence of structures within these dangerous areas would engender expensive and harmful protective measures and ultimately place people and property in harm's way.
- 5. Require a "Notice of Title, informational" as a means of conveying information to prospective property buyers regarding the presence of critical areas on property parcels. Currently the SMP has language that says, "This shall be achieved through a targeted marketing outreach program implemented by Clallam County." By implementing Notice of Title, which was a past practice, you would meet the targeted marketing outreach.
- 6. Provide long-term stable funding for County planning staff to:
 - a. administer the SMP program well, and
 - b. perform the monitoring to assure No Net Loss (or adapt the program if needed).
- 7. Discourage property development in sites that have inherent risks to both the developed structure and the surrounding environment (such as along erosive bluffs, near channel migration zones, and along marine shorelines that already are flood prone or will be with sea-surface rise).

Specific Recommended Changes

- 8. 6.3 - Regulations – General Shoreline Buffer and Vegetation Requirements
 - a. 6.3.2.a.i. - The amount of total clearing/land disturbance within shoreline jurisdiction must be the lesser of fifteen percent (15%) of parcel area or twenty thousand (20,000) square feet, provided that a minimum of two thousand five hundred (2,500) square feet shall be allowed; and
 - i. Change: 20,000 to 8,000. Clearing and/or land disturbance of 20,000 sq ft is not minor, especially within shoreline jurisdiction.
 - b. 6.3.2.a.ii. - The amount of impervious area (including structures) within shoreline jurisdiction must be the lesser of five percent (5%) of the total parcel area or six thousand five hundred (6,500) square feet, provided that a minimum of two thousand (2,000) square feet shall be allowed; and
 - i. Change: 6,500 to 4,000. We must reduce the amount of impervious areas, especially within shoreline jurisdiction.
 - c. 6.3.2.a.iii. - The cumulative footprint of all structures on the parcels must be less than four thousand (<4,000) square feet; and

- i. Change: 4,000 to 2,500.
 - d. 6.3.4 (also 7.5.3): - ...The area within the shoreline buffer shall be maintained in a predominantly well vegetated and undisturbed condition defined as an average density of at least one hundred fifty (150) trees and/or shrubs per acre or fifty five percent (55 %) areal cover of trees and/or shrubs, whichever is greater. The Administrator may allow exceptions when existing buffer vegetation does not meet this tree/shrub requirement for sites that are otherwise predominantly characterized by native vegetation.
 - i. Correct "areal" to "aerial".
 - ii. Change: remove the word "or" as this allows only shrubs to be preserved, not trees.
 - iii. Add: "Trees should make up at least 80% of the aerial coverage."
 - e. 6.3.4: - ... The vegetated areas shall comprise at least eighty percent (80%) of the buffer area. The remaining twenty percent (20%), or at least fifteen (15) linear feet of the water frontage, whichever is greater, may be retained as lawn for active use.
 - i. Change: ...may be retained as an opened mulched area for active use. Lawn areas do not infiltrate water into the soil as mulched areas.
 - f. 6.3.4: - ... Low growing species that preserve views of the shoreline shall be allowed.
 - i. Change: Low growing species that preserve views of the shoreline shall be allowed only if 80% of aerial coverage is maintained and retained in a natural condition with trees making up 80% of this coverage. This allows for trees to be preserved, instead of all the buffer being managed as low natural shrubs.
9. 6.4 – Regulations – Shoreline buffer averaging and 7.5.(6 & 7) = Buffer Averaging:
- a. The Administrator may approve, without a shoreline variance, a reduction in the shoreline buffer widths through buffer averaging.
 - i. Change: strike section and add: "No buffer averaging shall be allowed."
10. 6.5.2 – Clearing for Views or Access:
- a. Change: This section needs to be divided into two separate sections. Views and Access. These two items have very different requirements. Tree removal shall be allowed for access, but not for view creation.
 - b. Change: "The Administrator may allow limited and selective tree removal, pruning and/or limbing..." to "The Administrator may allow limited and selective pruning and/or limbing..."
 - c. Add: No trees will be removed to create views.
11. 6.7 - Regulations – view protection common line buffer – update the whole section.
- a. Change: "Common Line Buffer: To ensure that new single-family residential developments within the Shoreline Residential – Intensive and Marine Waterfront designations have views of the shoreline that are similar, and generally equivalent, to adjacent residences, the following regulations shall apply, as shown in Figures 6-6a and 6-6b:" to "Common Line Buffers not allowed: New single-family residential developments within the Shoreline Residential – Intensive and Marine Waterfront designations shall meet the

existing required setbacks. New developments cannot expect to have similar and generally equivalent views to adjacent residences. This currently applies to channel migration zones and landslide hazard areas, so it is not a new concept.

12. Figures 6-1 to 6-6 a and b to be updated to reflect no common line buffers and site-potential tree height buffers.

Address Climate Change

13. Issue: SMP jurisdiction is measured from the Ordinary High Water Mark (OHWM) which reflects the conditions in place at the time that development or use proposals are authorized in the shoreline jurisdiction. As a result of sea level rise, shoreline jurisdiction will therefore move landward as OHWM moves. Shoreline buffers and setbacks based on OHWM will also reflect changes in sea level. As sea level rise manifests, existing structures that have not adequately accounted for higher water levels will be at risk. This highlights the importance of planning for sea level rise to avoid or minimize these risks. (Page 9-10 from “Lessons learned from Local Governments Incorporating Sea Level Rise in Shoreline Master Programs” July 2021.
14. Current public support for climate and sea level rise planning continues to increase. This calls for an increase our climate and sea level goals and policies. A list of our current “climate change” statements are located at the end of this document.
15. Add:
 - a. Current resources:
 - i. Washington Coast Resilience Project
 - ii. Sea level rise projections
 - iii. Lessons Learned from Local Governments Incorporating Sea Level Rise in Shoreline Master Programs (Ecology)
 - iv. How to Choose: A Primer For Selecting Sea Level Rise Projections for Washington State
 - b. Updated shoreline plans showing potential sea level rise that may move the Ordinary High Water Mark (OHWM) for the 50-75 yr. future (or structure expected life span).
 - c. Add maps of low-lying areas subject to inundation by higher water levels. Such maps can be used to illustrate the consequences of different sea level scenarios and storm and tide combinations. These maps and projections may be particularly helpful for guiding engineering questions, such as structural elevations, drainage requirements, construction techniques, and hazard mitigation measures. From Appendix A: Addressing Sea Level Rise in Shoreline Master Programs (Ecology)
 - d. Conduct a sea level rise vulnerability assessment. Completing sea level rise vulnerability assessments have helped jurisdictions better understand the extent and timing of sea level rise impacts. (From Lessons learned...SMP)
 - e. Clallam County shall establish a program to monitor the effects of ongoing climate change on the marine environment by annually measuring sea level

and marine water pH at a minimum of five established sites spread throughout Clallam County.

- f. When reviewing projects that could be affected by sea level rise adjust development standards such as building setbacks or elevation as necessary to minimize potential damage from flooding.
- g. Clallam County will encourage scientific and educational activities related to shoreline ecological functions and processes, including sea level rise resilience.
- h. Utility facilities should be designed, located and maintained to minimize harm to shoreline ecological functions, account for sea level rise projections, preserve the natural landscape, and minimize conflicts with present and planned land and shoreline uses while meeting the needs of future populations in areas planned to accommodate growth.
- i. New development requiring structural shoreline armoring are not allowed. Shoreline use and development should be located and designed in a manner so that structural stabilization measures are not likely to become necessary in the future, including a consideration of sea level rise.
- j. Use goal-setting and SMP policies to lay the groundwork for future sea level rise action. (From Lessons learned...SMP) By including goals and policies about sea level rise in SMPs, jurisdictions are provided with new authority to work on the issue. Local governments that have formally adopted sea level rise language in goals and policies point out that it offers many benefits, including:
 - i. Raising internal and external awareness of sea level rise issues.
 - ii. Engaging the public in creating a common vision for adapting to sea level rise.
 - iii. Establishing a pathway for writing future policies and regulations based on the common vision.
 - iv. Enabling departments and staff to appropriately prioritize and dedicate resources toward understanding and addressing sea level rise issues.
 - v. Enhancing cross-departmental coordination on sea level rise and clarifying expectations.
 - vi. Aligning incremental and short-term decision-making with long-term goals.
 - vii. Improving a jurisdiction's eligibility or competitiveness for funding programs that support the implementation of projects that address sea level rise.
- k. The Restoration plan should be updated. An additional section should be added that focuses on restoring shorelines impacted by county roads, bridges, and infrastructure. Now is the time to be proactively building resilient infrastructure farther from shorelines.
- l. Currently our SMP only says the following regarding climate change:
 - viii. The threat of erosion and landslides will continue to pose challenges to developments along the bluffs (Figures 1-9 and 1-10). These challenges could intensify in the future as the effects of climate change and sea level rise become more apparent.

- ix. Goal 15: To inform citizens and property owners about information on potential climate change and sea level rise impacts such as the 2015 Climate Change Preparedness Plan for the North Olympic Peninsula, as amended, and the Projected Sea Level Rise in Washington State – A 2018 Assessment.
- x. Restoration – 3.9.1.6. - Restoration efforts should take into account potential implications of climate change to ensure the resiliency and sustainability of the restored habitats over time.
- xi. Transportation: 3.11.1.8. - The location and design of new transportation uses/developments including replacement of existing roads and other infrastructure should take into account implications of sea level rise and other climate change effects.

Benjamin Franklin - 'States are individual laboratories of democracy.'

[When trying to "Google" quotes of Benjamin Franklin a Fake Message came up on my computer which stated I had a virus affecting my computer and if I followed and clicked on the prompts they would help me prevent this. How nice. (Opposite of Reality - at the end of this ruse my computer would indeed be 'infected') This is consistent with the Govt saying "they are here to help" or the SMP Update opportunity as a way to help Save the Planet or be beneficial to Clallam County, WA Residents and Taxpayers.]

When addressing the Shoreline Management of the State of WA and Clallam County, **one does not have to reinvent the wheel.** One needs to look at shoreline management in civilized areas of the world, specifically Europe, Japan, and even the Chesapeake Bay of the United States. **One needs to question all the draconian directives within this 1970's SMP, Social Engineering,** aka a Good Idea Wizard have perverted.

Follow the Science: The Social Engineers in the WA Dept. Of Ecology (WA DOE) uses the Mantra: **"Follow the Science" followed by forcing their Dogma, Snake Oil, and Ideology on us,** 'we the people' aka the general public. The Elephant in the Room is **the Lie of Man Made Global Warming** and the Govt's need to increase and use our public

treasury to address this issue. The vast majority of the DOE Staff armed with their higher College Degrees in Ecology are not equipped to understand the major fallacy of this False Narrative or Self-serving Leftist Dogma. Those who question this nonsense have a very short tenure in the DOE and the Single Party Controlled State. (I write this with the understanding that this is blasphemy and that it prompts and justifies a personal attack; I qualify as a 'Denier' and a 'White Racist'. If you can't refute it, attack the messenger. **Truth is Treason in an Empire of Lies.** George Orwell)

Following the Science: The Current Shoreline Master Plan is the codification of the DOE Cult Religion. Apostates and Deniers must be neutralized and ignored. **The Current Shoreline Master Plan is a 'Taking without Due Process';** it is a phoney process disguised as legitimate.

Comments from the previous Shoreline Master Plan Update have been hidden from the public or selectively released to hide the duplicitous nature of the Social Engineers in the DOE and their Accomplices in Clallam County. (I'm sure it must be the same all over the State. Divide and Conquer.)

Cram Down of the False Narrative: **Indoctrinate and then receive Comments from the Faithful.** Manipulate the Narrative; make it appear to be Public Opinion. The Cult Dogma and False Narrative are manipulated in many other ways but this should give one an idea of what is going on.

The '70's Judge Shopped, Jury Rigged **Boldt Decision** was the Govt Ideologue Social Engineering which resulted in netting of the Unique Salmon

Broodstock in every Salmon bearing waterway which tragically resulted in hundreds of **unique salmon runs extinction**. Now the One Party Controlled State are ignoring the root cause of the Salmon decline and are squandering millions of public dollars on this DOE abortion. The State is doing the same thing replacing culverts in roads and highways over seasonal ditches and creeks which never did have salmon runs. Extinct Salmon and

artificial sterilized streams and rivers are the driving guilt for imposing mindless directives on the public and property owners. **The State Social Engineers repeatedly focus on things that a prudent person would not expect to work (and don't) while neglecting small things which would materially improve human and fish habitat.**

Spending Millions of dollars on the Port Angeles Harbor 'cleanup'

is just more fraudulent
Governmental Social
Engineering. Past Industries did
indeed pollute the Port Angeles
Harbor over 50 years ago. The
Pollution was stopped. Layers of
the toxic sediment have either
eroded away and been safely
dispersed or covered with 50
years of sediment. The best way
forward would have been 'don't
make the same mistake twice and
don't eat the dirt'. Govt Control
Freaks and College Idealists need

to be big shots and virtue-signal even if they don't know if they're 'afoot or horseback'.

The Shoreline Master Plan is convoluted and extremely complex. The proverbial "Prudent Person" is incapable of deciphering the contents. The length is overwhelming as to discourage any realistic belief that it will be read.

The Gordian Knot aka the Shoreline Master Plan Update needs to be Hacked and

**Dumped into the Trash Bin of
Bad Ideas;** Lord knows we have
enough of this Nonsense
Destroying the Fabric of Our
Current Civilization.

Karl Spees - Student of Natural
History, Scientist, and Concerned
Citizen of Clallam County